

AGREEMENT

Between the



Board of Directors

and the

Membership

of the



**Tacoma
Education
Association**

Unified Collective Bargaining Agreements

September 1, 2019 - August 31, 2022

TACOMA SCHOOL DISTRICT #10

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PREAMBLE

The Board has a statutory obligation to bargain with the Association as the representative of certificated non-supervisory educational employees as the exclusive bargaining representative on wages, hours, and terms and conditions of employment. The following articles of the agreement hereto constitute an Agreement by and between the Board of Directors of Tacoma School District No. 10, hereinafter called the “Board,” and the Tacoma Education Association, hereinafter referred to as the “Association.”

The parties hereto agree as follows:

ARTICLE I – CONTRACT IMPLEMENTATION

Section 1 – Definitions

Association – the Tacoma Education Association (TEA)

Board – the Board of Directors of Tacoma School District No. 10 or its authorized representatives

District – Tacoma School District No 10 or authorized representatives

Employee – (certificated) – certificated non-supervisory educational employee

Seniority – an employee’s total certificated public school district experience in Washington State

Superintendent – Superintendent of Schools, Tacoma School District No. 10

Section 2 – Anti-Bias and Nondiscrimination

The District and the Association agree that Tacoma Public Schools supports all dimensions of human differences, including, but not limited to, culture, race, language, ability, learning styles, ethnicity, family structure, religion, sexual orientation, gender, gender identity, age, and socioeconomic differences.

Section 3 – Recognition

The Board recognizes the Association as the exclusive bargaining representative of all full-time and regular part-time non-supervisory certificated employees of the District, excluding the Superintendent, other chief administrators of the District, confidential employees, supervisors, principals, and assistant principals.

Duties presently performed by bargaining unit members shall not be assigned to any other bargaining unit, outside agencies, or individuals without providing the Association notice of the proposed assignment and an opportunity to bargain its impact. Nothing in this language shall preclude the occasional employment of consultants or contractors as historically utilized by the District or prohibit work presently performed by other bargaining units.

Non-certificated personnel will not be used to replace teachers.

Section 4 – Agreement Duration and Reopeners

A. Duration – The Agreement and each of its provisions is binding and effective from September 1, 2019 to August 31, 2022.

B. Financial Reopeners – In the event that there is a significant loss of revenue to the District resulting from a levy failure, legislative action, regulatory or agency action, or passage of an initiative or referendum, the parties shall reopen applicable sections of the Agreement within thirty (30) calendar days.

C. Reopeners

1. Either party may reopen any provision of the Agreement exclusive of Section 21.A Salary Guides, with written notice by March 1 annually provided that the Labor-Management Committee process as specified in Section 15 Labor-Management Meetings, has determined that the contract amendments are in the best interests of the District and the Association.

2. In addition, the parties may open applicable sections of the Agreement to implement task force and committee recommendations as provided for in the Agreement.

3. Either Party may reopen the Agreement sixty (60) days prior to August 31 of the current contract year for the purpose of negotiating changes to the salary schedule.

Section 5 – Status of the Contract

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Section 6 – Conformity to Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 7 – Rights of the Board

The Board retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and/or the United States for the management and operation of the District, subject to the provisions of this Agreement.

Section 8 – Distribution of the Contract

Copies of this Agreement shall be posted online by the District within thirty (30) working days after ratification by the Board and the Association and executed by the authorized representatives thereto. One printed copy of this Agreement will be provided to each building for TEA member use.

Section 9 – Bargaining a New Contract

- A. Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party. The first (1st) meeting shall be held within ten (10) school days after March 1.
- B. During negotiations the Board and the Association will present data, exchange points of view, and make proposals and counter-proposals. The negotiators for each party shall have the authority to make tentative agreements. However, final agreements shall be contingent upon favorable ratification by the Board and the Association.
- C. Bargaining sessions should be held at least twice per week subsequent to the first (1st) meeting unless there is mutual agreement to the contrary. Negotiators on the Association team will be released from school without loss of pay when day sessions are scheduled.
- D. The District shall furnish the following information prepared by the District in whatever form, format, and/or title, after it is prepared, upon the request by the Association: budget(s), student teacher ratio report, monthly classification report, monthly and annual financial report(s), computer printout of the budget(s), and staff placement on the salary schedules.
- E. Any changes in these procedures shall be made through the process of bargaining as provided herein.

ARTICLE II – BARGAINING UNIT PRIVILEGES

Section 10 – Association Leaves

- A. TEA President – The Board agrees to provide a leave of absence with pay to the President of the TEA during the President's term of office. TEA will reimburse the District a sum equal to the salary, PRS, Optional Days, all benefits, and other compensation of the President.
- B. TEA Vice-President – The Board agrees to provide a leave of absence with pay to the Vice-President of the TEA during the Vice-President's term of office. TEA will reimburse the District a sum equal to the salary, PRS, Optional Days, all benefits, and other compensation of the Vice-President.
- C. Such leave and reimbursement shall be for full-time or part-time release as determined by TEA. TEA shall provide the District notice of a change in leave of absence for executive officers by June 1 for the subsequent school year.
- D. Upon return from leave, a President or Vice-President will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level which would have been achieved had no absence occurred. Further, upon return from such leave, the President will be given the same consideration for returning to the position of last assignment as if the President had been on active duty. If the position of last assignment no longer exists, the employee will be assigned in accordance with Article XII, Assignment and Transfer.
- E. Association Officers and Representatives
 - 1. Up to a total of ninety (90) days of released time per school year with the substitute paid by the District shall be provided to the Association for released time for the Association's officers and representatives. Requests for such leave shall be made to the Superintendent or Superintendent's designee in advance of the leave. In addition, employees should notify their principal/supervisor at the time of the request. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates Chapter 41.59 RCW. The Association may petition for up to an additional thirty (30) days of Association leave related to the District's Strategic Plan.
 - 2. Once the ninety (90) days as provided above have been used, the District shall, upon request, grant up to ninety (90) days of additional leave provided that the cost of the substitute shall be reimbursed to the District by the Association. Requests for such leave shall be made to the Superintendent or the Superintendent's designee in advance of the leave. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates Chapter 41.59 RCW. No more than thirty (30) employees shall be released at one time.

- 1 3. If the District has concerns about the effect of Association leaves on the education
2 process, the District and Association will meet and confer regarding such
3 concerns.
- 4 4. All requests for such leave must be submitted two (2) weeks prior to the need
5 and/or event. Extenuating circumstances will be discussed between the
6 Association and the Assistant Superintendent of Human Resources or designee.

7 **Section 11 – Dues Deductions**

- 8 A. Authorization – Upon written authorization for unified membership dues in the
9 Association, the Board agrees that said sums will be deducted from payrolls and
10 forwarded promptly to the Association. All enrollments and cancellations shall be
11 handled by the appropriate officers of the Association.
- 12 B. Cancellation – Cancellation of dues must be received in the finance office directly from
13 the officers of the Association. The District shall provide for automatic reinstatement of
14 the deduction for Association dues for employees returning from leave, unless canceled,
15 through written notice by the Association.
- 16 C. Substitutes – The Association must notify the Superintendent in writing no later than
17 September 1 annually of the amount of the payroll deduction for substitutes. The District
18 will deduct the amount specified by the Association for dues if authorized in writing by a
19 regular substitute.
- 20 D. Hold Harmless – The association agrees to defend, indemnify, and hold the District
21 harmless (suits by the District excepted) against any and all claims, suits, orders, or
22 judgements brought or issues against the District as a result of any action taken or not
23 taken by the District pursuant to proper implementation of this section contingent upon
24 the District's agreement that the Association shall be authorized to defend such suit
25 through an attorney of the Association's own choosing.

26 **Section 12 – Building Use**

- 27 A. School Visits – The President, Vice-President, and a UniServ Director of TEA may visit
28 schools at all reasonable times, or the President and a UniServ Director of TEA may
29 appoint one designated representative to visit in their place; provided, however, that this
30 shall not interfere with, nor interrupt, normal school operation; and provided further that
31 upon arrival at a school the main office is notified.
- 32 B. Association Meetings – The Association may use District school buildings and
33 equipment with replacement of consumable supplies for meetings and to transact official
34 business on school property at all reasonable times as long as the meetings shall not
35 interfere with or interrupt normal school operations.

Section 13 – Communications

The Association shall have the sole and exclusive right to communicate with employees represented by the Association through use of employee mailboxes in the building and use of faculty bulletin boards, except as provided by law. In implementing this section, the only requirement of the District is to notify each competing organization that the Association has the aforementioned sole and exclusive right.

Section 14 – Delivery Service

The District will provide intra-district delivery service to the Association office consistent with intra-district delivery service supplied to schools without censorship of content.

Section 15 – Labor-Management Meetings

At least monthly or at the written request of the District or the Association, Labor-Management meetings shall be held to discuss issues of mutual interest to the parties; to resolve concerns regarding the interpretation and implementation of the collective bargaining agreement and to provide an opportunity for the Association to provide feedback to the Superintendent on District operations and direction.

Agreements reached in Labor-Management meetings may not abridge, add to, or subtract from the collective bargaining agreement, unless agreements are made specifically through the memorandum of understanding process, which is subject to mutual agreement by both parties.

The Association may include up to four (4) employee representatives, inclusive of the President of the certificated TEA employee group/designee and UniServ Director(s). The Superintendent, the Superintendent's designee(s), and up to four (4) additional members shall represent the District. Other resource personnel shall be available upon request by either party.

In order to assure communication, agendas and minutes for meetings shall be taken and distributed by the parties.

Section 16 – Collaboration and Innovation

As the first (1st) state designated Innovation Zone, the District and the Association believe strongly in partnership and innovation as strategies that enhance school performance and student learning. The parties will work together to make improvements to teaching and learning as an essential part of meeting the benchmarks of its strategic plan. In support of these improvements and in the spirit of the partnership element of our District Strategic Plan, specific contractual provisions provide forums for professional conversations which support selection of, decision-making around, and implementation of innovations. These include:

- The SCDM section of the contract which delineates a process by which waivers to an existing District policy, regulation, or portion of the Collective Bargaining Agreement may be sought by a specific building in the District.
- The Grants section of the contract, which provides a framework for buildings to seek staff input when in the pursuit of grants which would provide additional resources to support innovative programs for teaching and learning.
- The staff development and staff evaluation processes, which are critical collaborative cornerstones for improving teaching and learning by the entire instructional staff of the District.

The District shall strive to provide students with equitable access to innovation approaches, and shall prioritize access, to the extent possible, for students with the greatest needs. Teachers shall be provided with frequent and easily accessible information, so they understand what innovative options exist within the District, the results the innovations are achieving, the types of learners who benefit from the innovations, and how schools can participate. The parties are committed to partnership and to introducing innovation designed to improve the educational experience of all students.

Section 17 – Site-Centered Decision-Making

Site-Centered Decision-Making (SCDM) is a joint planning and problem-solving process that responds to diverse educational needs. SCDM is a shifting of decision-making from a centralized process to a shared process involving certificated staff, classified staff, administrators, and parents. Students may be included as determined by each school site.

SCDM requires time, commitment, and trust. SCDM empowers educational employees and increases the involvement of all staff in the educational process. SCDM is a process that ultimately improves achievement and instruction.

SCDM is a process in which those affected by a decision participate, either collectively or through a representative of their selection, in making decisions. Each school shall be responsible for developing and communicating written procedures which describe their decision-making model(s) and shall include how staff, parents, and students are involved.

- A. District-Level Facilitation – The Superintendent, President of TEA, and a Superintendent-designated member of the Board serve as “anchors” for the SCDM process. They shall be responsible for facilitating the process when it runs into difficulties and obstacles and will model and encourage participatory decision-making at all levels of the organization.

A committee appointed by the Labor-Management Committee will take on the role of supporting the success of SCDM at school sites. Their role shall include but not be limited to the following:

1. Review the needs for SCDM training on a yearly basis

2. Collaboratively develop content of SCDM training
 3. Attain resources and other support for those involved through training sessions and facilitated meetings
 4. Establish general steps for preparation and training at school sites
- B. Decision-Making Principles/Parameters – The District and the Association agree to the following parameters and operating principles which shall guide the SCDM process at school sites.
1. Before a building’s SCDM decision is implemented, there must be a consensus of staff (as defined by staff at the site) as well as parent involvement and input for decisions that impact students. Once consensus has been reached as defined by SCDM bylaws, the decision becomes an expected norm for the learning community.
 2. If a SCDM proposal is contrary to any terms of the collective bargaining agreement, state or federal guidelines, or District guidelines, regulations, or policies, a waiver from the appropriate body must be obtained.
 3. The SCDM team will be responsible for overseeing, implementing, and evaluating the school improvement process and plan, building mission statement, common agreements, and initiatives.
 4. The SCDM team should develop bylaws that include the following categories:
 - a. Article I – Mission/Purpose,
 - b. Article II – Membership,
 - c. Article III – Decision-making Process,
 - d. Article IV – Meetings,
 - e. Article V – Communication Process, and
 - f. Article VI – Evaluation ProcessThe bylaws will be kept on file at the building, with a copy provided to the Association.
 5. The SCDM team will maintain appropriate records – bylaws, minutes, rosters, agenda, etc.

1 Each site shall conduct an annual self-assessment of its SCDM process. The content and
2 format for any such evaluation shall be approved by the District's anchors. Content and
3 format will be reviewed annually by the Labor-Management Committee. All staff
4 members and participating parents and students in SCDM shall have an opportunity to
5 participate in the assessment which shall include, but not be limited to, the clarity of the
6 decision-making process, the effectiveness of communication, the level of staff and
7 parent participation, and the impact of SCDM on school improvement efforts. The
8 results of the assessment shall be shared with staff, parents, and students who participated
9 in SCDM, and the appropriate Assistant Superintendent to refine and improve the
10 process.

11 C. Limitations – The Administration, the Board, and TEA shall not be required nor expected
12 to set aside legal responsibilities or certain traditional dimensions of organizational roles.
13 Such legal responsibilities and organizational roles include the following:

- 14 1. The anchors will accept state and federal laws as applicable.
- 15 2. Superintendent of Public Instruction rules
- 16 3. Board policies and administrative regulations and guidelines including
17 adopted curriculum and programs
- 18 4. The collective bargaining agreements between any of the organized labor
19 groups and the District
- 20 5. The responsibility, authority, and accountability of the principal in the day-
21 to-day management of the schools

22 D. Waivers – The anchors will accept request for waivers from an existing policy,
23 regulation, or a portion of the collective bargaining agreement. These requests will then
24 be referred to the appropriate mechanism for action (i.e., take to TEA if issue deals with
25 the Agreement, take to Board if issue deals with Board policy, etc.). The timelines for
26 submitting completed waiver requests shall be determined by the support team and shall
27 be communicated to staff annually.

- 28 1. Any potential impact on students and parents and their involvement in the
29 development of the waiver proposal shall be clearly documented prior to the
30 submission of the request.
- 31 2. It is clearly understood that these approved waivers are not to be considered as a
32 precedent nor shall they be District-wide.
- 33 3. The approved waivers are subject to time limits established by the appropriate
34 body.
- 35 4. Sites shall be expected to report to the District anchors regarding the implications,
36 successes, and failures based on such exceptions/waivers.

1 5. Any budget implications or potential impacts on other schools and/or programs
2 shall be determined prior to consideration of waiver requests.

3 E. Participation – Each school shall be expected to participate in the SCDM process. The
4 decision-making process in each school will be clearly defined, highly participative,
5 team-oriented, and parent and student focused. Individuals within schools may choose
6 not to participate. No adverse employment action will be taken against staff members
7 because of their non-participation in the SCDM process (Waiver Request, Appendix II).

8 **Section 18 – Building Budgets**

9 The building principal will make the monthly financial summary reports available to the SCDM
10 team and each employee. These reports include:

- 11 • Annual allocation and changes
- 12 • Source of funds (vocational, special education, etc.)
- 13 • Budget and expenditures to date by category and/or department

14 In the development of the annual budget, employees shall submit written requests to the building
15 principal identifying instructional material needs. At the secondary level, departmental requests
16 shall be signed by the department head.

17 **Section 19 – Employee Representation**

18 The parties agree that authentic employee participation on District and building level committees
19 is essential to creating a learning community. Such participation is often accomplished through
20 representation.

21 Employees who are expected to represent their site colleagues on building level committees
22 should be selected for such representation by their appropriate constituents. The SCDM shall
23 oversee the election or selection of employees who serve as representatives on building
24 committees.

25 TEA will be notified regarding the formation of any new or existing District committees and will
26 be consulted on the election or selection of employees who are requested to represent their
27 colleagues on District-level committees.

28 Examples of such committees shall include but not be limited to the following: school
29 leadership committees, building teams, grade level committees, professional growth committees,
30 school improvement plan committees, SCDM, curricular committees, and planning committees.
31 Representation might be according to sites, programs, grade levels, or departments.

1 It shall be understood that an employee so selected or elected to represent employees shall be
2 expected to communicate with employees represented. Accordingly, principals and/or program
3 directors shall provide access to time at staff meetings and other resources needed for adequate
4 representation of employees. SCDM committees will provide time on SCDM agendas as
5 needed.

6 **Section 20 – Guidelines for the Pursuit and Acceptance of Grants by** 7 **School Staff at School Sites**

8 A. Purpose and Intent – These guidelines are designed to assist staff at the building level to
9 establish processes for considering, applying for, and accepting grants.

- 10 1. Not all circumstances can be addressed in advance on issues like these and these
11 guidelines are not intended to be a barrier to applying for grants that will enhance
12 the teaching and learning at individual sites. However, the more closely the
13 guidelines can be followed, the more likely a site will have a positive experience
14 in utilizing grant opportunities.
- 15 2. Because it is in the interest of both the Association and the District for school
16 sites to be successful in properly implementing grants once they are received, it is
17 the belief of the parties that schools should only rarely consider having more than
18 one school-wide grant in place at a time. We recommend that multiple grants be
19 considered only in exceptional circumstances.

20 B. Role of the SCDM

- 21 1. Decisions to pursue or accept building-based grants should be made consistent
22 with the SCDM processes at the school site. Additionally, any requirements of
23 the grant process itself, including staff votes of support must be followed. When
24 the SCDM bylaws are not specific regarding participation in the decision-making
25 process, at least those employees specifically impacted by the grant under
26 consideration must be included in the decision. Records of this process should be
27 kept.
- 28 2. Each SCDM should develop a clear process of communication about grant issues
29 that solicits views from staff and channels information back to staff while the
30 grant is under consideration. This process should account for, as completely as is
31 possible, short time frames for grant applications and application opportunities
32 that arise when staff is not generally available. See the communication
33 recommendation below.
- 34 3. A written proposed budget should be developed and shared with staff through
35 building communication processes prior to the application being submitted. The
36 budget should address issues like compensation for coordination activities,
37 training participation requirements, and mileage. It should also address how
38 materials and other supplies will be acquired.

1 C. Building Administration/Building Oversight

- 2 1. It is the legitimate role of the building administrator to monitor and initiate
3 (consistent with SCDM processes at the school site) the entire grant process. If
4 the initiation occurs while the building staff is unavailable for the summer break,
5 the initiation must be done in collaboration with the TEA President or UniServ
6 Director.
- 7 2. When a building has more than one grant or when a grant provides facilitators or
8 others from outside the District, the various committees and leadership roles
9 already present in the building and those related to the grant(s) should be clearly
10 delineated.

11 D. Communication – All involved in this process, building administrators and SCDM
12 members, must make communication a key component in each and every step of this
13 process. The communication must have as its goal the complete sharing of information
14 in a timely manner with all involved in the process and anyone who will be impacted by
15 the decisions. This must include those inside the building and those outside the building
16 who also will be impacted by the decision.

- 17 1. Notification process – Buildings should be sure that the Superintendent’s Office
18 and TEA have advance notice of the intent to apply for a grant.
- 19 2. If a building plans to expand the application of a grant beyond its specific focus,
20 to teachers outside the focused grade band for instance, the impact of the grant on
21 those additional staff should be included in the information provide to staff.
- 22 3. Training – The potential training impact of the grant should be described for staff,
23 to the extent it is known in advance, including the number of trainings, anticipated
24 dates (at least general timeframes), the length of trainings, pay rates for trainings,
25 and whether or not the training is optional or required beyond the contract.
26 Required training beyond the contract shall be compensated at the extra-pay-for-
27 extra-work rate.
- 28 4. Duration – The staff must be informed of the duration of the grant and a
29 description of the renewal process, if any. Additionally, staff should be aware of
30 the consequences for the school if not meeting the terms of the grant.
- 31 5. Impacts – Finally, the staff and administration at the building site should discuss
32 and consider the anticipated impacts of adhering to the grant requirements. For
33 example, staff should discuss the following questions:
- 34 a. How do we anticipate acceptance of this grant will change the workload
35 in our building?
- 36 b. Will the grant necessitate any realignment of existing leadership roles and
37 responsibilities?

1 c. Will acceptance of the grant require applying for waivers from the existing
2 contractual language in the Agreement?

3 E. Employee Rights

- 4 1. Site members not wishing to participate in a grant may voluntarily displace after
5 the decision to accept the grant is made and prior to the grant implementation.
- 6 2. Any open position announcements for buildings with grants will include pertinent
7 grant information and the estimated obligation of teachers accepted at the
8 building.
- 9

10 **ARTICLE III – SALARIES AND BENEFITS**

11 **Section 21 – Salary Guides**

12 A. Base Salary – The base salary of the salary schedule, while maintaining the current index,
13 shall be \$52,730 for the 2019-20 school year, provided, however, any employee on a
14 salary schedule cell is who paid less than the state law requires, now or hereafter
15 amended, will be paid the salary required by said law as per Appendix III, Salary
16 Schedule.

- 17 1. 2019-20 School Year – Each cell on the salary schedule shall be increased by
18 three percent (3%) inclusive of the implicit price deflator (IPD).
- 19 2. 2020-21 School Year – Each cell on the salary schedule shall be increased by the
20 IPD plus one and one-half percent (1.5%).
- 21 3. 2021-22 School Year – Each cell on the salary schedule shall be increased by the
22 IPD plus three percent (3%).

23 B. Professional Responsibility Stipend – As an incentive to provide the additional services
24 required outside the base contract and supplemental work days, the District will provide a
25 Professional Responsibility Stipend (PRS) to all certificated staff members in the District.
26 The PRS will be equal to four and one-half percent (4.5%) of the employee's placement
27 on the base salary schedule. Payment for this PRS shall be made in twenty-four (24)
28 equal installments. A part-time employee will receive a pro-rata share of this stipend
29 based on the employee's full-time equivalency (FTE).

30 C. The PRS recognizes that employees provide a professionally responsible level of services
31 in, but not limited to, the following areas which are beyond the base contract:

- 32 1. Attendance at the day before the first (1st) student day of the year and at the
33 conference/semester day. PRS days are self-directed. Leave provisions do not
34 apply to PRS days.

2. Preparation of the classroom or work space before, after, and during the school year for quality instruction or support of instruction.
 3. Conferencing with parents and/or students.
 4. Preparation for and attendance at reasonable building activities such as open houses, curriculum nights, parent education nights, school and community functions, student orientation, and concerts.
 5. Participation in self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars, or research projects.
 6. Participation in a reasonable and equitable number of grade level, department, building, job-alike, and/or District committees, task forces, processes, and activities.
 7. Planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, participation in a reasonable and equitable number of IEP and Section 504 meetings, and communicating with parents and students.
 8. Employees shall document the completion of these activities in the District-designated system.
- D. Junior Reserve Officer Training Corp (JROTC) Instructor Compensation – The base salary will be based on the instructor’s current Minimum Instructor Pay (MIP). JROTC Instructors shall also be paid a PRS which shall be the annual MIP multiplied by four and one-half percent (4.5%) base rate as negotiated by the Association and will be paid out via stipend, with equal allocations each pay date for the school year.
- E. Incentive Supplemental Contract – The following incentive supplemental contracts are provided outside the base contract and in compliance with applicable state laws:
- a. New Professional Signing Bonus
 - i. Newly hired certificated staff will receive a supplemental contract in the amount of \$1,000 in the first (1st) year of employment with the District.
 - ii. In the second (2nd) year of employment these same individuals will receive a supplemental contract in an amount between \$700 and \$1,000.
 - iii. The stipend received in the second (2nd) year will be calculated so that, to the extent possible:
 1. It will not be less than that received in the first (1st) year; and

2. It does not exceed the salary which will be received in the third (3rd) year of employment with the District as set forth on the salary schedule after the implicit price deflator (IPD) is known and applied to the base and the PRS schedule adjusted according to Section 21.A

iv. The stipend received in the first (1st) year shall be paid on the second (2nd) pay day in September.

v. The second (2nd) year stipend shall be paid on the second (2nd) pay day in January.

b. Hard-to-fill position signing bonus – The District may designate certificated positions as “hard-to-fill” on the position postings. As part of its review of postings, the Association may request more information or object to the designation of the position as hard-to-fill. If the position posting is accepted by the Association, the position can then be advertised as having a signing bonus of \$1,000 for each of the first (1st) two (2) years employed by the District. The hard-to-fill bonus will be paid on the second (2nd) pay day in January.

c. ESA Hard-to-fill position signing bonus – The District and Association will jointly agree to designate for each school year those ESA categories that are hard to fill. These positions will be advertised as having a signing bonus of \$1,000, which will be paid on the second (2nd) pay day in January.

d. ESA National Certification and National Board for Professional Teaching Standards Stipend – When an ESA has achieved national certification in the profession, the ESA will receive a stipend equal to the state stipend for National Board for Professional Teaching Standards certification. The National Certification for ESA stipend will continue as long as the state continues to fund the National Board Certification Teacher stipend.

i. Those who have achieved national certification as an ESA or NBPTS certification shall ensure that Human Resources has on file current documentation of valid certification. Lapsed certificates will not be considered documentation to support the yearly bonus.

ii. ESA employees with national certification meeting the requirements of this section shall present such documentation no later than December 31 of the school year in which the national certification bonus is being sought.

iii. Employees with NBPTS certification meeting the requirements of this section shall present such documentation to Human Resources no later than December 31 of the school year in which the national certification is being sought.

- 1 F. Prorating of per diem pay for salary computation shall be based on a work day assumed
2 to be seven and one-half (7.5) hours. The appropriate basis for calculating per diem pay
3 is provided for in the provisions of the Agreement specifically authorizing per diem pay,
4 as is described in Section 24.C of the Agreement.
- 5 G. Employees who are authorized and agree to teach beyond their contractual work day shall
6 be paid at their individual hourly per diem rate based on the employee's placement on the
7 combined salary schedule (base + PRS). Such extra work shall be limited to one (1) hour
8 per day and shall not be authorized for more than the contract year in three (3) years for
9 an individual employee. Exceptions may be granted only in the event that no other
10 qualified employee is available. Qualified employees with less than full-time contracts
11 shall be offered such extra work prior to full-time contracted employees.
- 12 H. When employees are required to work beyond their contract year performing
13 substantially the same duties as in the regular school year, they will be compensated at
14 their per diem rate based on their placement on the combined salary schedule (base +
15 PRS).
- 16 I. Once per semester, staff participating in evening conferences will be granted flex time on
17 the Friday of conference week.
- 18 J. All clock hours and in-service or professional credits that are accepted by the Office of
19 Superintendent of Public Instruction (OSPI) (Form S275) as per WAC 181-85-030 will
20 be accepted by the District for the purpose of salary schedule advancement. District
21 employees under contract on or before August 31, 1990, shall be grandfathered. All
22 credits earned prior to September 1, 1989, and currently applied to the salary schedule
23 shall be maintained.
- 24 K. An employee with an Extra Pay for Extra Work assignment will be paid in accordance
25 with Section 24, Extra Pay for Extra Work.
- 26 L. Certificated part-time staff assigned to provide Title I services in eligible private schools
27 shall be paid at the authorized hourly pay rate for employees working more than seventy-
28 five (75) days in a school year.
- 29 M. Contingent Reopener – In the event the Legislature authorizes and funds additional State
30 monies to the District or reduces State monies to the District for salary increases or
31 decreases (as the case may be) for certificated, non-supervisory employees, the District
32 and Association will reopen this section for negotiations for the purpose of distributing
33 such additional monies or allocating such reductions.
- 34 N. One (1) additional year of seniority shall be granted for each year of service thereafter
35 that meets the criteria for advancement on the salary schedule.

Section 22 – Certificated Years of Experience Eligibility Criteria for Salary Schedule Placement

Placement on the salary schedule shall be dependent upon verification of credits and experience supplied by the employee no later than December 31st of the school year in which the placement is being sought.

A. The recognition of years of service and applicable degrees and credits earned shall be consistent with state-established guidelines.

B. Employees shall be placed on the District salary schedule as provided in this Subsection.

1. The term “certificated years of experience” for salary placement only means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country.

2. Employees who have been teaching in a Washington public school will be given one (1) increment for each year of contracted, full-time teaching experience.

3. For salary schedule placement purposes, teaching experience outside of the state of Washington will be granted at the rate of one (1) increment for each year of experience at an accredited/approved school (preschool, elementary, and secondary).

4. For the purposes of attaining the twenty (20) year increment, the District may count only four (4) years of out-of-state teaching experience credit.

5. Teaching experience at non-public schools which have been recognized by OSPI at a rate of one (1) increment for each year of experience will be granted if the service was in a position requiring education certification and the non-public school was accredited by the state in which the service was rendered (preschool, elementary, and secondary).

6. For certificated years of experience credit and increment purposes, the equivalent of ninety (90) student days as per the approved calendar on temporary contract or on regular contract shall constitute one (1) year of service and entitles the certificated employees to normal increments. After nineteen (19) years of service an employee is eligible for a twenty (20) year service increment equal to five percent (5%) of the previous step as defined in 4 above.

7. All clock hours and in-service or professional credits that are accepted by OSPI (form S275) will be accepted by the District for employees under contract on or before August 31, 1990 and shall be grandfathered. All credits earned prior to September 1, 1989, and currently applied to the salary schedule shall be maintained.

8. Additional specific provisions are as follows:

a. All Educational Staff Associates (ESAs) shall be placed on the salary schedule based upon total years of verified professional experience in their area of hire. Years of verified experience that required professional certification, whether in the public sector or in private practice, shall be honored on a one-for-one basis.

b. One (1) year of experience will be granted for every two (2) years of military service, to a maximum of two (2) years.

c. Effective September 1, 1998 for new hires, military experience, up to a total of four (4) years, (for a maximum on two (2) years of credit) will be given on the salary guide on the basis of one-half (0.5) year for each year of military service. Credit for military service will be granted only if an employee's actual teaching service was interrupted by military service.

C. Placing Vocational/Career and Technical Education (CTE) Educators

1. Degreed employees – Each certificated instructional employee, including vocational educators, with a related degree shall be placed on the salary schedule based on the employee's years of educational experience, highest degree level, and total eligible credits. (The Office of the Superintendent of Public Instruction recognizes some community and technical college experience.) The Director of CTE will determine whether the vocational/CTE certificate was acquired as the result of the college degree rather than business and/or industry experience or whether the degree is "incidental to or not related to" the vocational/CTE certificate (WAC 392-121-250).

2. Non-degreed employees – Each employee holding a valid vocational/CTE certificate obtained as a result of occupational experience shall be placed on the salary schedule as follows:

a. Initial placement shall be on the BA column.

b. Additional credits shall be calculated thus:

i. Only credits earned after all of the minimum requirements for initial vocational/CTE certification will be applicable. These credits must be approved as vocational/CTE educator training by OSPI Career and Technical Education Department. (These requirements are generally more restrictive than those for regular certificated employees.)

1 ii. Only occupational experience earned after the date upon which the
2 employee met the minimum experience requirements for initial
3 vocational/CTE certification can be converted into non-degree
4 credits. This date is indicated by the date the initial certification is
5 issued.

6 1) Non-degree credits are determined as one (1) credit for
7 each one hundred (100) clock hours of occupational
8 experience up to a maximum of twenty (20) credits per
9 calendar year. (Management experience is also
10 occupational experience.)

11 2) Non-degree vocational/CTE educators are not eligible for
12 reporting of academic, in-service, or “excess” credits.

13 iii. Eligible years of certificated years of experience:

14 1) Credit may be granted for prior professional educational
15 employment (including teaching at some community and
16 technical colleges).

17 2) Credit may be granted for up to a maximum of six (6) years
18 of verified management experience calculated thus:

19 a) Work as a supervisor, foreman, or manager in the
20 occupational area in which the person will instruct.
21 Occupational experience is defined by WAC 181-
22 77-003(7) “as paid or unpaid work experience in
23 the career field to be taught.”

24 b) The “start point” for conversion of management
25 experience into certificated years of experience is
26 the date upon which the individual met the
27 minimum occupational experience requirements
28 for vocational/CTE certification. Only
29 management experience acquired after that date
30 may be converted into certificated years of
31 experience.

32 c) One (1) year equals two thousand (2,000) hours of
33 occupational experience in the specific
34 vocational/CTE field to be taught.

35 d) The years of experience resulting from the process
36 are not credited to seniority. Only educational
37 experience is credited to seniority.

Section 23 – Insurance Benefits

- A. Sound Partnership Trust – All insurance programs shall be offered to the employees through the Sound Partnership (hereinafter “TRUST”), unless otherwise expressly provided for the term of this Agreement.
- B. Benefits – In keeping with the powers and responsibilities as described in the TRUST document, the trustees shall determine the benefits to be provided and the contributions required of eligible full-time and eligible part-time plan participants. The TRUST shall offer group: long-term disability, term life, vision, dental, and health insurances.
- C. District Contribution – The District shall provide an insurance benefit contribution to the TRUST of the State allocation amount per month designated for current employees, per eligible FTE. In addition, the District shall provide an additional amount per eligible FTE equal to the state retiree subsidy.
- D. Eligibility – An employee is eligible for insurance benefits if the employee’s regular working assignment is for at least half-time. An employee whose working assignment is for at least half-time or more but not full-time shall be eligible for prorated payment for insurance benefits.
- E. In the event of a qualified change in family or employment status, an employee will be allowed thirty (30) days in which to enroll in the health insurance plan.
- F. Benefit Effective Dates – The insurance benefit contributions and provisions contained in this section shall remain in full force and effect for the term of this Agreement and may be reopened for negotiations only in the following events unless otherwise provided for in this Agreement:
 - 1. Legislation is passed which requires fringe benefit coverage from another source;
 - 2. Any provision of this section does not comply with the law;
 - 3. Legislation removes or eases compensation limitations; or
 - 4. The TRUST is dissolved or considers dissolving.

Section 24 – Extra Pay for Extra Work

- A. Extra Pay for Extra Work assignments shall be posted with consideration given to members of the bargaining unit prior to hiring from outside candidates.

The principal in collaboration with the SCDM team shall recommend specific additional stipends for their building. Given the parameters of each building’s Extra Work allocation, the SCDM team shall also determine the pay for each additional Extra Work assignment. Upon recommendations by the SCDM team, the signature of the TEA building representative, and approval of the building administrator, discretionary building funds will be disbursed for eligible activities.

1. Curricular stipends are allowed for student learning-based activities at the elementary and secondary levels.
2. At the secondary level, non-curricular clubs are allowed with the following guidelines:
 - a. A club supervisor may be paid a stipend provided that they are not participating in the club activities and their role is only for the supervision and safety of students.
 - b. Teachers may supervise a club on a volunteer basis at their discretion and if they wish to participate in non-curricular activities.
3. Stipends are not allowed for staff social activities.

Any extra pay activity that occurs within the workday will result in an extension of the employee's workday as agreed to by the employee and their supervisor. Discretionary building funds will be dispersed for eligible activities in addition to those activities funded by the District. The rate of compensation for work for "other assignments" and assignments in specialized programs will be established by the TEA President/designee and the Superintendent/designee.

- B. The following Extra Pay for Extra Work stipends are compensation for work assignments outside the professional work day. The appropriate Extra Pay for Extra Work rate will be determined by the principal in collaboration with members of the SCDM. The rates will be used for all additional work assignments outside the professional workday, except those specifically designated in this Agreement as compensated at the per diem rate of pay, which is the daily or hourly rate of pay of specific employees based on their placement on the salary schedule.

When the following stipends are offered, minimum requirements are as follows:

<u>Minimum Stipend to Offer</u>	
<u>HS Band Director</u>	<u>\$5,000.00</u>
<u>MS Band Director</u>	<u>\$2,500.00</u>
<u>HS Choral Director</u>	<u>\$3,000.00</u>
<u>MS Choral Director</u>	<u>\$1,500.00</u>
<u>HS Orchestra</u>	<u>\$3,000.00</u>
<u>MS Orchestra</u>	<u>\$1,500.00</u>
<u>ES Music Evening Performances</u>	<u>\$75.00 per performance</u>
<u>Elementary Overnight Camp</u>	<u>\$500.00</u>

1 This chart of assignments shall be reviewed every three years to determine if the
2 assignments are still necessary, or if new ones are required.

3 HS Band Directors will receive per diem pay when their bands accompany an athletic
4 team participating in an extended season.

5 If a certificated staff is teaching at multiple levels, they will receive the stipend
6 proportionate of their teaching assignment.

7 When a music assignment is split between multiple individuals, the principal and SCDM
8 may choose to split the stipend minimum between them.

9 Stipends for JROTC, ROTC, and Assessment Coordinators (including Advanced
10 Placement) will be paid from the non-building-based budgets and rates will be
11 determined by the responsible departments.

- 12 C. Generally, if the extra work assignment is a continuation of the employee's full, regular
13 work beyond the school day or year, the appropriate rate of per diem pay is based on the
14 employee's placement on the combined salary schedule (base + PRS). Employees whose
15 position requires working on an extended day will receive the rate of per diem pay based
16 on the employee's placement on the combined salary schedule (base + PRS).

17 There are two per diem rates of pay, one based on the employee's placement on the base
18 salary schedule, and one based on the employee's placement on the combined (base +
19 PRS) salary schedule. If the work is a specific extra work assignment, the appropriate
20 rate of per diem pay is paid based on the employee's placement on the base salary
21 schedule.

- 22 D. There shall be three (3) hourly rates of pay calculated from the beginning combined
23 salary (base + PRS at BA + 0, year 0).

24 1. When employees are authorized pay as in-service presenters or trainers on
25 instructional topics, the rate of pay shall be 0.11% of the beginning combined
26 salary.

27 2. Summer school, extended learning activities, and other assignments authorized
28 for pay at an hourly rate shall be paid 0.09% of the beginning combined salary.
29 Employees will be selected for summer school based upon Section 31, Summer
30 School. Employees for building extended learning activities will be selected by
31 their school protocol.

32 3. When employees are authorized hourly pay as a workshop participant, the rate of
33 pay shall be 0.07% of the beginning combined salary.

34 **Section 25 – Travel Allowance**

35 Employees approved by the Superintendent or designee to use their private vehicle(s) to travel on
36 school business shall be compensated at the IRS rate.

Section 26 – Compensation for Required Hearings

When employees attend a hearing or court proceeding by District request or by subpoena for reason(s) directly related to the employee's work on behalf of a District student, said employee will be compensated at the hourly rate for the required hours when such hearings occur on noncontract days or time. The employee must notify the Human Resources Department prior to the hearing or court proceeding to be eligible for payment.

Section 27 – Payments and Deductions of Salaries

A. Method of Payment of Salaries

1. Except for those employees contracted for a number of days which is less than the number normally required for the position, an employee shall be paid in twenty-four (24) installments consistent with the negotiated salary schedules to be distributed on the fifth (5th) and twentieth (20th) day each month.
2. All bargaining unit employees will have their pay deposited by automatic payroll deposit to an institution(s) of their choice.
3. In the event an employee serves less than the full contract year, the amount due shall be computed by crediting the employee with a pro rata of the annual salary for each day contracted (including days absent on authorized release with pay) and by subtracting from any amounts previously paid.
4. If an employee should die, the estate of that person will not be held liable for any overpayment on contract.

B. Deduction of Salary for Absences

1. Deduction of salary for employee absences not covered by leave with pay is computed at per diem, based on the employee's placement on the combined salary schedule (base + PRS), based on the annual salary for each day's absence. This is determined by dividing the combined contracted salary by the number of days agreed to in the employee's personnel contract.
2. Employees under contract who are unable to report for duty during the first (1st) pay period in September because of personal illness shall be placed on the payroll and be paid, pursuant to Section 27.A.1, as provided above, until all sick leave is exhausted.
3. An employee who does not release a substitute in accordance with the approved procedure for releasing a substitute will have half (0.5) the substitute daily wage deducted from the employee's salary if both the employee and the substitute report for work for the same position and the substitute is not reassigned. In the event there is a malfunction of District equipment, the employee shall not be held liable for the substitute penalty.

Section 28 – Payroll Deductions

- A. Payroll deduction will be provided for salary insurance payments.
- B. A certificated employee returning to the District whose payroll deduction was interrupted will be allowed thirty (30) days after the first (1st) day of work to reenroll.
- C. Payroll deductions shall be provided for authorized 457 tax deferred savings plans and authorized 529 college savings plans.
- D. In the event of any overpayments, the finance office shall inform the Association or company concerned who will be responsible to refund the overpayment to the concerned party.
- E. Underpayments shall be promptly paid by the finance office.
- F. Payroll deductions shall be provided for authorized tax-sheltered annuity plans.
- G. The District shall provide for reinstatement of payroll deduction of previous health and dental insurance premium(s) for an employee returning from leave unless canceled or changed through written notice by the employee. To insure the deductions from the next payroll warrant for an employee returning to work on any of the first (1st) ten (10) calendar days of any month, it is necessary for the employee to go to the finance office to complete the proper forms on or before the tenth (10th) of the month.

Section 29 – Tax Sheltered Annuities

The District shall place in each school a list of companies for which tax-sheltered annuity payroll deductions are authorized.

Section 30 – Compliance Provision

If the District would be in violation of State law or would incur any penalty or decrease in State support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable without the District incurring any penalty or reduction in support. The reduction in compensation shall be made on a pro rata basis among all certificated employees who received an increase in compensation under collective bargaining agreements or other contracts entered into on or after the effective date of RCW 28A.400.200. The reduction in insurance benefits shall be made by reducing the maximum benefit being received by any employee to the point where the District is in compliance with the FTE average specified by law. Any overpayment may be collected from the employee or offset against future payments as determined by the District. If a final and binding decision is made declaring the compensation and benefit limitation provisions of RCW 28A.400.200, or the appropriation act, unlawful, provisions of this Agreement affected by the ruling shall be reopened and the District and the Association shall renegotiate the provisions in accordance with the law. Negotiations will begin within ten (10) days following the decisions. A

1 final and binding decision is a final decision of the Supreme Court of the State of Washington, or
2 a final decision of the Superior Court, State of Washington, in an action in which the District is a
3 party and which is not appealed within the time permitted by law.

4 **Section 31 – Summer School**

5 A. Summer school positions may be authorized by one (1) of the following:

- 6 1. District supported summer school, including the high school program, Title I/LAP
7 Programs, ELL, and Special Education Programs (extended school year [ESY]),
- 8 2. Building-designed summer school, and
- 9 3. Jump Start/Transition

10 B. Application Process

- 11 1. Employees interested in applying for Summer School openings become
12 candidates by applying through the District online system by the published
13 deadline. To fill openings under Section 31.A.1 above, qualified candidates will
14 be considered by program administrators.

- 15 2. Order of precedence for Building-designed summer school and Jump
16 Start/Transition shall be as follows:

17 a. Open positions shall be offered to appropriate building grade level
18 certificated staff first (1st),

19 b. Followed by all building staff, and then

20 c. Posted District-wide on the District online system.

- 21 3. Summer School program “qualified candidates” will be defined by the following:

22 a. Having a valid endorsement for the curricular area and level being offered

23 b. Having instructional experience in the curricular area

- 24 4. To fill the position, the three (3) most senior qualified candidates and a qualified
25 candidate of the District’s choice will be considered.

26 a. Should no candidate meet the qualification criteria, the District may look
27 at qualified (as defined in Section 31.3.a and 31.3.b) external candidates or
28 internal candidates who are endorsed in the subject area and have related
29 experience. If the most senior candidates are not hired for the position,
30 they will be notified of the specific reason in writing.

31 b. Qualifications being equal, seniority will be the deciding factor.

- 1 5. An individual accepting a Summer School assignment is committing to the full
2 assignment. No planned absences will be approved during the Summer School
3 assignment. The only exception is if the program supervisor has approved an
4 employee's absence for the specific days of the NEA convention, plus reasonable
5 travel days, and the employee has identified a substitute who can be available for
6 the entire absence. When considering candidates in subsequent years, attendance
7 may be a consideration in the hiring decision.

8 9 **ARTICLE IV – LEAVES**

10 **Section 32 – General Provisions**

11 Leave (i.e., sick, bereavement, family, personal, jury duty, and subpoena) may be utilized in
12 minimum increments of one (1) hour, except under the following condition: If a substitute is
13 required, or special coverage must be arranged by the principal/departments supervisor, which
14 requires additional pay, then leave must be used in half and whole day increments. Staff taking
15 leave shall report their leave through the employee attendance reporting system.

16 Employees on a long-term leave, except for medical leave, shall, on or before February 1 of each
17 year, give notice of intent to return to the District. If employees give notice to return after
18 February 1, they will be treated as displaced employees for placement purposes.

19 Preliminary notification and completed medical documentation will be submitted prior to March
20 1. Final notification of return shall be made as soon as possible, but no later than August 1.

21 The District and the Association agree to comply with the provisions of the federal Family and
22 Medical Leave Act of 1993 and state laws governing leave for school district employees except
23 that any provisions of the Agreement that provide benefits and protections beyond those of the
24 Act shall continue in full force and effect.

25 An employee returning from an absence will complete a Certification of Reason for Absence
26 form and/or their timesheet immediately upon resumption of duties. If the reason(s) for absence,
27 as certified on this form, are found to be inaccurate the employee will be subject to appropriate
28 consequence; willful falsification of payroll records will result in appropriate discipline up to and
29 including termination.

30 In addition, an employee who demonstrates a sudden change in attendance or a pattern of
31 absence may be required to submit an initial medical report and follow-up reports. Requests for
32 exceptions to leave provisions may be granted by the Assistant Superintendent of Human of
33 Resources, or designee.

Section 33 – Leaves with Pay

A. Sick Leave – (includes illness, injuring, and emergency) – Employees contracted for a full contract year shall be credited with twelve (12) days sick leave at the beginning of each year of employment with the District.

1. Employees who are contracted for less than a full year or less than a 1.0 FTE shall receive a proration of the twelve (12) days.
2. The unused portion of sick leave allowance shall accumulate from year to year in accordance with current State law. Pursuant to State laws, employees may accumulate up to one hundred and ninety-four (194) days of sick leave (one hundred and eighty-two (182) plus the annual allocation of twelve (12) days). Sick leave days in excess of one hundred and ninety-four (194) days will not be credited to an employee's annual sick leave account. Employees affected by this maximum may participate in sick leave sharing, cash out excess days pursuant with Subsection C of this section, or participate in the annual sick leave cash out under the Voluntary Employee Beneficiary Association (VEBA) III plan.
3. Sick leave shall apply to illness (including disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom), injury, illness or injury to family members covered by the State Family Care Act, RCW 49.12.265-295, and up to three (3) days for emergencies.

The following conditions apply to emergencies:

- a. The problem has been suddenly precipitated.
 - b. Pre-planning is not possible.
 - c. Pre-planning cannot relieve the necessity for the employee's absence.
 - d. The problem is not minor or of mere convenience, but of a serious nature.
 - e. Auto trouble shall not be considered an emergency except in the case of an accident.
4. Any employee claiming benefits of more than five (5) consecutive work days for reasons of illness or injury shall submit a medical report the sixth (6th) consecutive work day and every thirty (30) days thereafter while the illness persists. Forms shall be provided by the District for this purpose. In the case of documented serious or life-threatening illness, follow-up medical reports may be waived. A physician's release must be submitted to the Human Resources Department upon return to work if absence is for medical reasons and leave is more than five (5) days.

- 1 5. Employees who resign from the District and are rehired shall retain the number of
2 days of accumulated sick leave held at the time of resignation from the District
3 provided that the sick days have not been used while employed by another
4 employer or paid pursuant to attendance incentive program.

5 B. Parental/Adoption Leave

- 6 1. An employee may choose to use paid sick leave and personal leave for the birth of
7 a child. The employee may access up to twelve (12) weeks using paid sick leave
8 and/or Paid Family and Medical Leave (PFMLA). The benefits of the federal and
9 state Family and Medical Leave Act also apply to childbirth.

- 10 2. An employee who is legally adopting a minor child may access parental leave.
11 The leave shall commence as soon as the child has been placed in the care of the
12 adopting parent(s). An employee may choose to use paid sick leave and personal
13 leave before or after the actual adoption for up to six (6) weeks if the adoption
14 occurs within the United States or up to eight (8) weeks if the adoption occurs
15 outside the United States, up to the amount of the employee's accrued paid leave.

- 16 C. Sick Leave Cash Out – An employee may opt to cash in a maximum of twelve (12) of the
17 eligible unused sick days above an accumulation of sixty (60) days, in January of the
18 school year following any year in which the employee has a minimum of sixty (60) days
19 of accumulated sick leave, at a rate equal to one (1) day's current monetary compensation
20 of the employee for each four (4) full days of accumulated sick leave. The employee's
21 sick leave accumulation shall be reduced four (4) days for each day compensated.

22 At the time of separation from District employment due to retirement, or for employees
23 who separate from employment and who are at least age fifty-five (55) and with at least
24 ten (10) years of service under either TRS 3 or SERS 3 or employees who separate from
25 employment and are at least fifty-five (55) and have at least fifteen (15) years of service
26 under either TRS 2 or SERS 2 or PERS 2, or death, an eligible employee or the
27 employee's estate shall receive remuneration at a rate equal to one (1) day's current
28 monetary compensation of the employee for each four(4) full days of accumulated sick
29 leave.

30 Annually, the Association shall conduct an election to determine whether the employees
31 will participate in a VEBA plan for cash out of sick leave annually, as well as, at
32 retirement or separation from the District. The District will assist the Association in
33 distributing materials required for the vote. Should employees elect to participate in the
34 VEBA plan, the Association and the District will follow the State and federal law
35 regarding the implementation of the program, the eligibility for participation, and the
36 determination of cash out payment amounts.

1 D. Bereavement Leave

- 2 1. Employees shall be granted up to five (5) days paid bereavement leave as the
3 result of the death of any family member (defined below). Family member means
4 an individual with any of the following relationships to the employee:

5 a. Spouse and parents thereof;

6 b. Sons and daughters and spouses thereof;

7 c. Parents and spouse thereof;

8 d. Brothers and sisters and spouses thereof;

9 e. Grandparents and grandchildren and spouse thereof;

10 f. Domestic partner and parents thereof, including domestic partners of any
11 individual in (b) through (e) of this definition as defined by the School
12 Employees Benefits Board (SEBB), or other governmental agency; and

13 g. Any individual related by blood or affinity whose close association with
14 the employee is the equivalent of a family relationship as approved by the
15 Assistant Superintendent of Human Resources.

- 16 2. Bereavement leave is non-accumulative.

- 17 3. Request for exception to bereavement leave provisions may be granted in
18 extraordinary circumstances, including travel considerations, by the Assistant
19 Superintendent of Human Resources/designee.

- 20 E. Family Leave – Employees shall be granted a leave of absence with pay of not more than
21 three (3) days during a contract year to support members of their families. Family
22 member means an individual with any of the following relationships to the employee:

23 1. Spouse and parents thereof;

24 2. Sons and daughters and spouses thereof;

25 3. Parents and spouse thereof;

26 4. Brothers and sisters and spouses thereof;

27 5. Grandparents and grandchildren and spouse thereof;

28 6. Domestic partner and parents thereof, including domestic partners of any
29 individual in 2 through 5 of this definition; and

30 7. Any individual related by blood or residing within the employee's household.

31 If the need is such that additional leave is required, the employee may use their personal
32 leave to address their family needs as described above. Additionally, benefits of federal
33 and state Family and Medical Leave laws may apply.

1 F. Personal Leave – Personal leave will be granted for up to two (2) days per year and is
2 accumulative to a total of six (6) days. The following conditions apply to personal leave:

- 3 1. The employee must report the absence in the District leave system.
- 4 2. Ten percent (10%) of staff may use leave to extend a holiday, vacation, or break
5 period, or during the first (1st) or last five (5) days of the student school year with
6 thirty (30) days' notice prior to the date requested. This will be approved by
7 Human Resources on a first come first served basis and upon confirmation of
8 substitute coverage.
- 9 3. Leave may not be used for a job action (i.e., strike, protest, board meeting
10 attendance).
- 11 4. When the absence is reported after 6:00 AM on the same day the leave is to be
12 used, the employee will make a good faith effort to contact the building directly.

13 G. Military/Reserve Duty and Annual Training Leave

- 14 1. Any employee who is a member of the Washington National Guard or of any
15 organized reserve or armed forces unit of the United States shall be entitled to and
16 shall be granted military leave of absence in accordance with RCW 38.40.060.
- 17 2. Military leave shall be granted in order that the person may take part in active
18 training duty when required to do so by the military service if such duty cannot be
19 taken during non-contract days.
- 20 3. When military leave is granted, employees shall receive their regular pay from the
21 District.

22 H. Jury Duty, Subpoena Leave

- 23 1. Leaves of absence with pay are allowed for jury duty. Any compensation
24 received for jury duty performed on contract days will be deducted from the
25 employee's net salary. Employees dismissed from jury duty must report to their
26 assignment if such release occurs at such time the employee could complete one-
27 half (0.5) work day.
- 28 2. Leaves of absence with pay shall be granted for an employee who is subpoenaed
29 to testify in an official proceeding except as provided below:
 - 30 a. If the proceeding involves the District and the employee has direct or
31 indirect interest in the outcome, leave with pay shall be restricted to the
32 first (1st) eight (8) employees subpoenaed to testify per specific
33 proceeding. If more than eight (8) employees are subpoenaed, such leave
34 for each additional employee over eight (8) shall be without pay. One (1)
35 designated Association representative shall be granted leave with pay to
36 attend such proceeding upon being subpoenaed and shall not be included

1 within the count of the first (1st) eight (8) employees if the proceeding
2 involves the Association.

3 b.If the proceeding involves self-employment or other employment, leave
4 shall be without pay.

5 c.Any compensation received while an employee is honoring a subpoena
6 will be deducted from the employee's net salary, if it is determined that
7 the employee is entitled to a leave of absence.

8 d.Leaves under this section are only for the portion of the day when
9 attendance is required.

- 10 I. Professional Leave – Leaves of absence with pay and with or without reimbursement of
11 certain expenses may be granted to employees for the purpose of attending professional
12 meetings. Request for such leave shall be on the appropriate form required by the
13 District. Additional forms are required to be completed if travel is involved consistent
14 with Board Policy and Regulation 6213R. Final approval for professional leave is
15 delegated to the Superintendent or designee, except in the case of leave involving travel
16 outside the State of Washington. Leave involving professional meetings outside the state
17 must be approved by the Superintendent and Board.

18 Categories of professional leave which are permitted without salary deductions are as
19 follows:

- 20 1. Substitute and necessary expenses paid by the District. This category applies to
21 employees authorized by the Board to attend educational conferences.
- 22 2. Substitute paid by the District; necessary expenses paid by the educator or outside
23 agency. This category applies to employees authorized by the Board to attend
24 educational conferences in cooperation with outside agencies.
- 25 3. Substitute paid by the educator or the educator's sponsor; no expenses paid by the
26 District. This category applies to employees authorized by the Board to participate
27 in important conferences or meetings to represent their local organization.
28 Reimbursement to the District for the cost of a substitute is required.

- 29 J. State Paid Family and Medical Leave – Commencing January 1, 2020, employees shall
30 be eligible to receive Paid Family and Medical Leave (PFMLA) under the Washington
31 State Family and Medical Leave and Insurance Act. To be eligible for this leave,
32 employees must have worked a minimum of eight hundred and twenty (820) hours in
33 accordance with state law. Employees may initiate the use of this leave prior to
34 exhausting all accumulated leave. The District shall pay thirty-seven percent (37%) of
35 the payroll premium, and the employee will pay sixty-three percent (63%) of the
36 premium as stipulated by the state. When such leave is used for pregnancy/maternity
37 disability, the District shall maintain health insurance benefits during periods of approved
38 PFMLA leave. Employees will be allowed to supplement PFMLA benefits with

1 accumulated sick leave in order to maintain compensation, at the employee's election, in
2 accordance with all state and federal laws.

3 **Section 34 – Leaves without Pay**

4 A. General Provisions

- 5 1. Requests for leave without pay for ninety (90) calendar days or longer must be
6 approved by the Board.
- 7 2. The following supplemental conditions apply to all leaves in this section with the
8 exception of E.4 – Military Service (Active Duty):
 - 9 a. An employee who returns from leave will be returned to the position of
10 last assignment. If the position no longer exists, the employee will be
11 assigned in accordance with Section 84, Displacement.
 - 12 b. An employee granted more than any two consecutive leaves of absence
13 will be assigned in accordance with Section 84.
 - 14 c. An employee who returns from an extended leave may return only at the
15 beginning of an applicable semester, quarter, or, in the case of elementary
16 schools, the grading period.

17 B. Parental and Adoption Leave

- 18 1. An employee should notify the Human Resources Department by the end of the
19 fourth (4th) month of pregnancy to assist the Assistant Superintendent of Human
20 Resources in planning for replacement.
- 21 2. Parental leave shall apply to all employees and shall begin at a time determined
22 suitable by the employee and the attending physician after consultation with the
23 Assistant Superintendent of Human Resources, or designee. Insofar as possible,
24 leave shall begin at a time which is consistent with the orderly continuance of the
25 educational program.
- 26 3. Parental and adoption leaves may run consecutively for a period not to exceed the
27 end of the next applicable semester/quarter/grading period after eighteen (18)
28 months from the birth, or placement in the case of adoption, of the child.
- 29 4. Upon the completion of parent/adoption leave, additional leave without pay to the
30 end of the current school year, may be requested. The benefits of the federal and
31 state Family and Medical Leave laws may apply.

1 C. Political Leave – Upon request, employees may be granted political leave in accordance
2 with the following provisions:

- 3 1. With three (3) weeks' notice, employees may be granted up to four (4) weeks of
4 continuous leave without pay for the purpose of campaigning for their own
5 election. If the employee is not elected to the political office, the employee shall
6 return to the same position held prior to the leave.
- 7 2. If the employee is elected to the office, the Board may return the employee to the
8 same or mutually agreed upon position until such time that the elected term of
9 office necessitates leaving the teaching assignment. Any employee may hold a
10 political office and continue as an employee as long as it does not interfere with
11 the contractual assignment.
- 12 3. The Board may extend to the employee who is elected to a political office a leave
13 of absence without pay for one (1) year or a fraction of a year.

14 D. Military Service (Active Duty)

- 15 1. Any employee who volunteers, is inducted, or is recalled into active military duty
16 shall be considered to be on a leave of absence without pay for the period of such
17 service not to exceed five (5) years. If the employee requests reemployment
18 within ninety (90) days of honorable discharge from such military service or after
19 having presented other proof of having satisfactorily completed service, the
20 employee shall be reinstated and restored, as nearly as existing circumstances
21 permit, to the position previously held or to a position of like seniority, status, and
22 pay; provided that the Board need not reemploy such person if circumstances
23 have so changed as to make it impossible, unreasonable, or against the public
24 interest to do so. Provided further, that to the extent permitted by law, this section
25 shall not apply to an individual filling a temporary position at the time of the
26 request for leave.
- 27 2. If a person is not qualified for the old position as a result of disability sustained
28 during military service, but is nevertheless qualified to perform the duties of
29 another position, under the control of the employer, the person shall be
30 reemployed in such other position; provided that such position shall provide like
31 seniority, status, and pay, or the nearest approximation thereto consistent with the
32 circumstances of the case.

33 E. Other Unpaid Leaves – Leaves of absence without pay, not to exceed one (1) year, may
34 be granted. Such leaves of absence may be renewed for a second year. Leaves of
35 absence without pay are subject to the following conditions:

- 1 1. Study – A leave of absence without pay for study entitles a staff member to a
2 service increment on a salary schedule provided that during the school year in the
3 leave period at least twenty-two (22) semester hours or thirty-three (33) quarter
4 hours of college credit have been earned or study without credit required in a
5 degree program has been performed.
- 6 2. Other – The Board may grant leave for a specific purpose recommended by the
7 Superintendent.

8

ARTICLE V – RIGHTS OF CERTIFICATED SUBSTITUTE EMPLOYEES

Section 35 – Salary and Contract Provisions of Substitute Employees

A. Substitute rates – The daily rate of pay for a substitute teacher shall be as follows:

Substitute Position Type	Working less than 4 hours paid at 60% of daily sub rate	Working more than 450 hours in a contract year	Rates per day effective September 1, 2019	<u>Retired Tacoma Teacher Rate per day effective September 1, 2019</u>
Regular Substitute Assignment				
Substitute daily rate			<u>\$160</u>	<u>\$170</u>
Substitute daily rate	X		<u>\$96</u>	<u>\$102</u>
Substitute daily rate		X	<u>\$175</u>	<u>\$185</u>
Substitute daily rate	X	X	<u>\$105</u>	<u>\$111</u>
Hard-to-Fill Assignment				
Hard-to-Fill daily rate			<u>\$175</u>	<u>\$185</u>
Hard-to-Fill daily rate	X		<u>\$105</u>	<u>\$111</u>
Hard-to-Fill daily rate		X	<u>\$190</u>	<u>\$200</u>
Hard-to-Fill daily rate	X	X	<u>\$114</u>	<u>\$120</u>
Extended Day Facility Assignments				
Extended day facility daily rate			<u>\$175</u>	<u>\$185</u>
Extended day facility daily rate	X		<u>\$105</u>	<u>\$111</u>
Extended day facility daily rate		X	<u>\$190</u>	<u>\$200</u>
Extended day facility daily rate	X	X	<u>\$114</u>	<u>\$120</u>
Extended Day Facility Hard-to-Fill Assignment				
Extended day facility Hard-to-Fill daily rate			<u>\$190</u>	<u>\$200</u>
Extended day facility Hard-to-Fill daily rate	X		<u>\$114</u>	<u>\$120</u>
Extended day facility Hard-to-Fill daily rate		X	<u>\$205</u>	<u>\$215</u>
Extended day facility Hard-to-Fill daily rate	X	X	<u>\$123</u>	<u>\$129</u>

1. Substitutes who all called to work for a full day assignment shall be paid at the full daily rate.
 2. Beginning with the sixteenth (16th) consecutive day in the same assignment, retired Tacoma teachers shall be paid a daily rate equal to their placement on the current salary schedule.
 3. Designation of the hard-to-fill substitute positions will be made at the beginning of each semester. If additional schools need to be designated as hard-to-fill at other times, the District will bring the issue to Labor-Management.
- B. Assignment – Principals can reassign a substitute, once they have arrived at a building, based on the needs of the building.
- C. Substitute Training Opportunities – If any substitute is required to attend training, the employer will pay for the cost of the training. Substitutes who are members of the TEA bargaining unit may attend curriculum and other training offered by the District. Substitutes shall be paid their daily rate or proration thereof for time in attendance at District or required trainings.
- D. Feedback Forms – The nature of substitute assignments dictates that formal observation/evaluation cycles will not typically be possible for substitute. Nevertheless, because of the importance of providing substitutes with feedback on their performance, a form will be provided to administrative/supervisory evaluators for their use in providing feedback in the standardized format. All feedback forms will be sent to the Human Resources department, which will file the original form in the substitute’s personnel file, and return a copy to the originator, and promptly provide a copy to the substitute.
- A substitute may request an appointment to review any feedback received in the Human Resources department and may attach addenda to their feedback forms following such review.
- E. Contract Rights – A regular substitute, as determined by the PERC decision, shall have the rights of the following sections of this Agreement:
- Preamble
 - 1. Definitions
 - 2. Anti-Bias and Non-Discrimination
 - 3. Recognition
 - 4. Agreement Duration and Reopeners
 - 5. Status of the Contract
 - 6. Conformity to Law
 - 7. Rights of the Board
 - 8. Distribution of the Contract
 - 9. Bargaining a New Contract
 - 10. Association Leaves
 - 11. Dues Deductions

1	12. Building use
2	13. Communications
3	14. Delivery of Service
4	23. Insurance Benefits
5	25. Travel Allowance
6	26. Compensation for Required Hearings
7	28. Payroll Deductions
8	30. Compliance Provision
9	35. Salary and Contract Provisions of Substitute Employees
10	40. Instructional Materials/Parental Review
11	41. Grading Practices
12	42. Ownership of Materials
13	45. Calendar – Term of Employment
14	47. Professional Work Day Provisions
15	48. Planning Periods
16	49. Staff Protection
17	50. Covering Classes
18	54. Student Discipline/Administrative Response
19	55. Documentation of Incidents
20	56. Employee Duties and Responsibilities
21	57. Physical Facilities
22	61. Job Description
23	63. Elementary Schools (Grades K-5)
24	64. Middle Schools (Grades 6-8)
25	65. High Schools (Grades 9-12)
26	67. Special Education, ESAs, and Learning Specialists
27	70. Supplemental Contract
28	72. Personnel Files
29	73. Cause
30	74. Equitable Treatment
31	75. Harassment
32	76. Staff Diversity Plan
33	Article XIV – Grievance Procedure – This article is the only article of this Agreement
34	applicable to regular substitute employees except as provided herein.
35	Unless specifically noted, items included in the appendices do not apply to
36	substitutes.
37	

ARTICLE VI – INSTRUCTION

Section 36 – Academic Freedom

A. Academic freedom is defined as:

1. The right/responsibility to teach and learn about controversial issues which have economic, political, scientific, or social significance.
2. The right/responsibility to present instructional materials which are pertinent to the subject and levels taught, within the outlines of appropriate course content and within the instructional program.
3. The right/responsibility to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance.
4. The right of teachers to participate fully in the public affairs of the community.

B. Employees shall be free to express their personal opinions on all matters relevant to the course content and appropriate to the subject and levels taught, provided that when this personal opinion is stated, the class is so informed. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety in a manner consistent with Policy 2331. Employees should notify the administration when intending to cover a controversial topic.

Section 37 – Classroom Visitors

In order to provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a classroom shall obtain the approval of the building administrator.
- B. The time will be arranged by the building administrator with the classroom teacher's approval.
- C. The teacher shall be afforded the opportunity to confer with the classroom observer before and/or after the observation.

Section 38 – Administrative Observations

In order to provide District out-of-building administrators the opportunity to visit classrooms for non-evaluative purposes with the least interruption to the teaching process, the following guidelines are set forth:

- A. At least twenty-four (24) hours' notice will be given when the group exceeds three (3) people.
- B. No more than five (5) people shall visit a classroom at one time.

Section 39 – Materials Selection

Instructional materials shall be selected and made available to interested persons according to the following guidelines:

- A. Core and supplemental instructional materials for each course and/or grade level shall be selected according to Policy and Regulation 2020, the applicable rules, regulations, and guidelines of the Office of the Superintendent of Public Instruction, and the State Board of Education. When available, hard copies will be provided to all classroom teachers, and others instructing from said materials. Access codes will be provided to all online materials. When individual student copies of materials are necessary, they will be provided.
- B. In cases in which no instructional materials exist or supplemental materials are needed, such materials may be selected in compliance with Regulation 2020 by individuals, grade level teams, or PLCs. Considerations for selection shall be based on level, readiness, and maturity of the students; the content of the course; best instructional practices; and alignment with District curriculum, student learning requirements, and content standards.

Procedures for materials review and/or complaint(s) are set forth in Section 40, Instructional Materials/Parental Review.

Section 40 – Instructional Materials/Parental Review

- A. Any parent, guardian, or person having control or custody of any student enrolled in a school may arrange, with the building administrator of that school, a specific time to review and examine all instructional materials of whatever nature, whether audible or visual, used or to be used in any course of instruction in which the student is enrolled except examination materials in advance of the date of examination.

- 1 B. All complaints to the use of any materials must be presented utilizing the Request for
2 Reconsideration of Instructional Materials Form (as per Regulation 2020) and will
3 include the name of the author, title, the publisher, and the objections by pages and items;
4 or in the case of materials other than printed materials, written information specifying the
5 precise nature of the objection. The statement must be signed and identified in such a
6 way that a proper reply will be possible.
- 7 C. When a complaint is received, all appropriate persons will be notified, and the time and
8 content of the review process will be established in consultation with such appropriate
9 persons.
- 10 D. An individual student may be excused from using challenged materials after the parent or
11 guardian has completed the Request for Reconsideration of Instructional Materials Form.
12 The teacher will then assign the student alternate materials of equal merit.
- 13 E. The use of challenged materials by class, school, or District shall not be restricted until
14 final disposition has been made by the appropriate review committee. Individuals may be
15 excused from using challenged materials according to the Procedure for Individual
16 Request.
- 17 F. In deliberations of challenged materials, a District's Review Committee shall consider the
18 educational philosophy of the District, the professional opinions of other teachers of the
19 same subject, and other competent authorities, reviews of the materials by reputable
20 bodies, the teacher's own state objectives in using the materials, and the objections of the
21 complainant.
- 22 G. The findings of the Building Review Committee and/or District Review Committee shall
23 be a matter of written record and transmitted to the Superintendent and the appropriate
24 level Assistant Superintendent who will notify the interested parties of the findings.

25 **Section 41 – Grading Practices**

26 The teacher shall have the authority and responsibility to determine grades and other evaluation
27 of students. No grade or evaluation shall be changed by anyone other than the teacher provided
28 that:

- 29 A. It is adequately documented.
30 B. It is based on achievement.
31 C. It is consistent with school and/or District rules.

Section 42 – Ownership of Materials

The Board recognizes that employees under contract to the District may, in carrying out their professional responsibilities, develop materials related to their work. It is understood by the Board and the employees that such materials developed as part of regular employment are the property of the District. It is also understood that materials created during leisure hours when an employee is not fulfilling contractual duties to the District are the property of the employee.

ARTICLE VII – STAFF DEVELOPMENT

Section 43 – Professional Growth

- A. The parties agree that professional growth should be aligned with District goals, the District's Strategic Plan, and District and building improvement plans. Professional growth shall be relevant and meaningful, resulting in acquisition, enhancement, and refinement of skills and knowledge which further student learning.

The District and Association shall meet at least quarterly, or at the written request of either party, to discuss topics related to professional growth. Professional growth meetings will include the Association leadership and District leadership responsible for providing professional growth for educators.

The parties shall use data, including annual survey of certificated staff, to critique and appraise the professional growth system and make recommendations on the following, but not limited to:

1. Mentoring,
2. Best practices for curriculum, instruction, and professional growth,
3. Alignment of professional growth with teacher evaluation and student learning,
4. Alignment of professional growth system with certification requirements, and
5. Coordination of professional growth opportunities.

- B. Professional Growth Hours – Each regularly contracted full-time certificated employee shall be entitled to thirty-five (35) professional growth hours (increased to forty-two (42) hours in the 2020-21 school year) as follows:

1. Two (2) District Guided Professional Growth days (fourteen (14) hours),
2. Fourteen (14) Optional Self-Selected Professional Growth hours,
3. Seven (7) Optional Technology Professional Growth hours, and
4. Seven (7) Optional District hours (added in 2020-21).

In the 2019-20 school year, fourteen (14) hours will be designated as District Guided Professional Growth hours to be used throughout the course of the school year. Hours worked are paid at per diem rate, based on the employee's placement on the combined salary schedule (base + PRS).

Beginning in September 2020, two (2) days (fourteen (14) hours) of required District Guided Professional Growth will be provided to all certificated staff whether full-time or part-time and will be included in September in the published calendar with days to be determined annually by the District and the Association. Days will be included as part of the base salary.

Fourteen (14) Optional Self-Selected Professional Growth hours, pro-rated based on each individual's contracted FTE, will be available to all regularly contracted, certificated employees. Hours worked are paid at per diem rate, based on the employee's placement on the combined salary schedule (base + PRS).

Seven (7) Optional Technology Professional Growth hours, prorated based on each individual's contracted FTE, will be available to all regularly contracted, certificated employees. Hours worked are paid at per diem rate, based on the employee's placement on the combined salary schedule (base + PRS).

In the 2020-21 school year, seven (7) hours will be designated as Optional District hours to be used throughout the course of the school year. The additional hours are contingent upon the District receiving funding from the state. Hours worked are paid at per diem rate, based on the employee's placement on the combined salary schedule (base + PRS).

Professional growth hours may be worked exclusive of meals, breaks, and sign-in procedures, as applicable. Professional growth offered by the District will provide for clock hours whenever clock hours can be given pursuant to OSPI guidelines.

Regularly contracted employees who work less than full-time shall be entitled to full District-based hours and a prorated number of Optional Self-Selected and Technology Professional Growth-based hours.

1. District Guided Professional Growth Days

a. Two (2) days of required District Guided Professional Growth shall be required and will be included in September in the published calendar with days to be determined annually by the District and the Association. If an employee is unable to attend, make-ups will be provided, when possible, in September or October. The employee is responsible for the learning and Implementation of the content.

b. Appropriate District Guided Professional Growth activities include, but are not limited to, the following:

i. Standards and curriculum implementation,

- ii. Instructional approaches as identified by the District instructional framework (CEL 5D+), District Content Frameworks, and Washington State Learning Standards.
 - iii. Implementation of technology to enhance instruction.
 - iv. Building and District improvement plans, and
 - v. District initiatives aligned to strategic goals.
 - c. The District will provide professional growth for all early childhood educators at planned intervals throughout the school year. The dates of such professional growth will be provided to Early Childhood Learning staff by September 15th of each school year with the option of additional courses being offered as needed throughout the year. If additional courses are offered, five (5) work days prior notice will be given.
2. Optional Self-Selected Professional Growth Hours – Fourteen (14) Optional Self-Selected Professional Growth hours may be used for the following:
- a. District offered professional growth.
 - b. SCDM building approved professional growth.
 - c. WEA clock hour classes.
 - d. Education Service District (ESD) offered course work aligned to District initiatives, and
 - e. ESA licensure classes applying toward national or state licensure requirements.

Exclusive of the list above, for employees wishing to attend courses offered by organizations or institutions outside of the District, the employee may request by completing an online form found on the District's Professional Growth website. This waiver must be submitted at least ten (10) days prior to the start date of the offering. Requests for waivers will be reviewed by the Curriculum and Instruction Department for alignment with the District's goals, the Strategic Plan, and Building and District improvement plans. Employees will be notified of approval or denial within five (5) work days of the date the request was received.

If the employee's request is denied, the employee may submit a written appeal within five (5) workdays to the Assistant Superintendent of Teaching and Learning and the TEA President. The Assistant Superintendent and TEA President will confer and render a decision in writing to the employee within ten (10) work days.

3. Optional Technology Hours – Seven (7) Technology Hours will be available for the implementation of technology to enhance instruction and overall effectiveness. The District and building will offer designated technology professional growth opportunities specifically for the use of these optional technology hours. The optional technology hours are contingent upon the approval of the Technology Levy.

C. Usage and reporting – Buildings and departments may conduct professional growth hour activities up to the first (1st) required contract day of the next school year. These hours shall be allowed to be counted and reported by the participating employees provided that they are reported no later than September 15.

Professional growth hours for the upcoming school year may be worked prior to the start of school, but not before August 15 and should be reported for payment after September 1.

All Optional Professional Growth hours must be submitted no later than thirty (30) calendar days after they have been completed.

Section 44 – K-12 Professional Learning Communities and Late Start

A. Definitions

1. Professional Learning Community (PLC) – A PLC is a team of educators who meets regularly, shares experiences, analyzes data, and works collaboratively to improve teaching skills and the academic performance of students. When applicable, a PLC focuses on collaboration around:

a. What students are expected to learn,

b. How educators know if the students have learned,

c. How we support students when students have not learned, and

d. What we do differently when students already know.

2. Late-Start Day – A school day which starts at least one (1) hour later than the usual start time for students.

B. Purpose

1. To allow educators to work together to improve student learning and achievement,

2. To allow educators to apply previous learning, and

3. To align instruction with the District’s Strategic Plan, the building school improvement plan, and common agreements as determined by SCDM.

C. Implementation – Beginning in the 2020-21 school year, one (1) day per week shall be designated as a late-start. The day of the week, excluding Mondays and Fridays, shall be negotiated by the District and the Association, within the parameters of Section 45, Calendar-Term of Employment. On late start days, staff will report at the regular contract time. The one (1) hour period will be used as follows:

1. Week one (1) of the month for building-based professional growth
2. Weeks two (2) and four (4) of the month for PLC teams
3. Week three (3) of the month for individual classroom planning

In the event that a month contains a fifth (5th) late-start day, the content of the late-start for that week will be determined by the building SCDM.

Based on the building and/or District initiatives and common agreements, staff may select from a variety of PLC options which include grade level teams, content teams, whole child teams, and specialist teams. Staff who do not share content or standards with others at their sites may collaborate in cross-building/job-alike PLCs. More than one (1) PLC team may meet together.

PLC meetings are conducted at a location of the team's choosing at a District site. The location is selected by the PLC team and submitted to the evaluator, so that others may attend.

Minutes will be taken at each PLC reflecting members present and topic discussed. However, the District and the Association recognize that additional evidence may be needed as part of the evaluation process. Paperwork should not unduly detract from the work of the PLCs, nor should it create significant extra work for PLCs.

Administration, coaches, and other support staff may assist in the facilitation process of PLCs in order to help develop staff member capacity.

ARTICLE VIII – CONDITIONS OF WORK

Section 45 – Calendar-Term of Employment

A. School Year Calendar – The calendar shall be established within parameters which have been negotiated the District and the Association. Staff and community input will be sought and used, along with state law, to substantially inform the development of each series of calendars. The series will include calendars for the duration of the Agreement plus one (1) year (Appendix XI). Large-scale community events, legislative action(s), and natural disasters may impact and require adjustments to the calendars.

1 The number of student days in the calendar will be consistent with all requirements
2 regarding both total days of instruction and with regard to minimum instructional contact
3 time for students.

4 The Wednesday prior to Thanksgiving will be a non-school, non-work day.

5 B. Professional Responsibility Stipend Days – PRS days as set forth in Section 21.B require
6 attendance. If an employee has an emergency, a request should be made for an exception
7 by contacting the Assistant Superintendent of Human Resources.

8 C. Make-up Days – Three (3) make-up days for District-wide school closures shall be
9 designated in the adopted calendar. When make-up days are necessary to meet the
10 required number of student days, school closure days shall be made up in the order they
11 were missed, i.e., the first (1st) available make-up day will be used for the first (1st) day of
12 closure, and the make-up time shall not increase the previously established time in the
13 calendar. In the event the District is closed by the Superintendent in excess of the three
14 (3) make-up days, negotiations shall begin within five (5) school days after schools are
15 reopened to amend the school calendar to ensure the required number of student days. If
16 within ten (10) school days mutually agreeable make-up days are not arrived at, they will
17 be scheduled at the end of the school year. In the event a closure only affects part(s) of
18 the District, the parties will meet as stated above to identify the make-up days.

19 D. Non-School Assignments – Employees not assigned to a school/level will work the days
20 on the school calendar which most closely correlates with the school/level at which they
21 perform a preponderance of their duties.

22 E. Early Dismissal Days – The last day of school will be an early dismissal day for students.
23 Employees will be released thirty (30) minutes after students are released. Employees
24 not assigned to a school building will work the same number of hours as high school
25 personnel.

26 F. Conference Days – Elementary, middle, and high school conference days may be flexibly
27 scheduled with the approval of the Superintendent or designee to accommodate
28 attendance by parents or in response to individual scheduling needs.

29 G. Student Year Waiver Days – The parties agree the District may make application for a
30 state waiver of up to five (5) student instructional days in each year of this Agreement.
31 These days will be regular work days for employees as set forth in Section 47,
32 Professional Work Day Provisions. Placement of these days in the calendar is subject to
33 the process outlined above in this section as part of establishing the school year calendar.

34 The primary purpose of these days is for building-based activities that include the entire
35 staff in supporting the implementation of Continuous Achievement Process (CAP),
36 improvement of instruction, and improvement of building leadership capacity. Building-
37 based activities will be based on the goals of the CAP and developed through the SCDM.
38 It is the intention of the parties that these waiver days will eliminate the need to schedule
39 required time beyond the contract day or during planning time for these activities.

The parties will meet no later than March 15 of each year of the Agreement to evaluate the implementation of this provision. Either party may reopen this section with written notice by February 1 of each subsequent year, in order to provide an opportunity to review implementation of the waiver days and determine whether to continue to utilize up to five (5) waiver days prior to the establishment of the calendar for the next school year.

Section 46 – Non-Teaching Work Assignments

Non-teaching work assignments, such as recordkeeping and due process paperwork, shall be kept to a minimum so the certificated professional's time can be dedicated to working with students directly. Employees concerned with excessive non-teaching work assignments will take their concerns to their principal, their Building Association Representative, and/or the Association. If necessary, these concerns will be addressed by Labor-Management.

Section 47 – Professional Work Day Provisions

A. Work Day – Employees assigned to a school shall work a straight seven and one-half (7.5) hour day inclusive of not less than a thirty (30) minute duty-free lunch period exclusive of passing time. A five (5) minute passing time shall also apply to Elementary Specialists. This shall be considered the professional work day. No teacher will be required to teach outside the regular student day.

Employees, upon notifying the office, may leave their place of duty during lunch. Employees may leave their assigned buildings during the work day with the approval of the building administrator or supervisor.

Employees on the Salary Schedule for Teachers who work at the Central Administration Building will work a seven (7) hour day exclusive of lunch. Lunch period will be mutually agreed to by the employees and their immediate supervisor.

Adjustment to the student day shall be made in order to meet the minimum student contact time required by the Basic Education Act.

B. Alternate Schedule – Employees at school sites may voluntarily work an alternate schedule subject to review by the SCDM process and administrative approval when such a schedule is in response to program needs and services.

C. Itinerant Teachers – In order for itinerant teachers to be most effective in their duties, it is agreed that their schedules shall include no less than thirty (30) minutes for lunch, uninterrupted contractual planning time, and sufficient time for traveling from one (1) assignment to another. Travel time includes the time it takes to exit one (1) place of duty and arrive at the second (2nd) place of duty plus the five (5) minute passing time.

D. Staff Meetings – Staff meetings should be held for the purpose of discussing methods of teaching, discipline, and management; and for the consideration of methods for the improvement of the school.

Employees are also required to attend not more than eight (8) staff meetings which extend up to forty-five (45) minutes beyond the professional work day; up to ten (10) minutes of the agenda will be reserved for joint Association-Principal conversations. Meetings shall be scheduled with advance notice to staff. This shall not preclude meetings being scheduled during the professional work day.

Whenever possible, agendas will be provided for meetings at least twenty-four (24) hours in advance. However, additional announcements or items may be added, at any time, to the agenda. Employees may recommend agenda items.

E. School-Wide Supervision – School-wide supervision, school activities, and control will be shared equitably by all staff members. The SCDM process shall be used to establish a procedure to insure equitable participation. Supervision schedules shall be submitted to the Association by October 15 annually, or more frequently in the event that any changes are made to the schedule.

F. Delayed Start Due to Hazardous Conditions – In the event of a delayed start of school, certificated staff or work sites impacted by such a change in schedule shall make a good faith effort to arrive at work at the normal start time. If due to hazardous driving conditions, the employee is unable to arrive on time, there shall be no deduction of leave time or loss of pay provided the employee arrives one-half (0.5) hour prior to the altered start of the student school day. In the event school(s) are dismissed early due to inclement weather, certificated staff shall be released one-half (0.5) hour after the student dismissal.

Section 48 – Planning Periods

Being prepared each day to provide students with worthwhile learning experiences is a major responsibility of educators. To this end, it is recognized that all employees are required to make adequate preparations for meeting their responsibilities.

Individual planning is self-directed without other assigned duties. This could include, but is not limited to, lesson planning, parent communication, materials preparation, and student evaluation.

A. Planning times shall be provided during the professional work day as follows:

1. Secondary school certificated staff with full-time assignments shall have the equivalent of one (1) class period (not less than fifty (50) minutes) each school day to be used for educational planning. Schools seeking a waiver from this language shall use the waiver process found in Section 17, Site-Centered Decision-Making, of this Agreement. Waivers cannot reduce planning time below two hundred and fifty (250) minutes per week.

2. All full-time certificated elementary employees shall have a minimum of two hundred and fifty (250) minutes per five (5) day week for the purpose of educational planning. Each employee shall have at least (1) continuous thirty (30) minute planning period on each full student day, amounting to a total of at least one hundred and fifty (150) minutes per five (5) day week. In addition, the remaining one hundred (100) minutes shall be provided in blocks of no less than twenty (20) consecutive minutes.
3. Part-time employees shall have weekly minute educational planning time allotments pro-rated by the length of their assignment and the allotment of planning time at their grade level for full-time employees. Planning time shall be in blocks of time of no less than twenty (20) minutes.

No regular, required meeting will be scheduled during planning time.

Elementary planning periods shall be assigned during the student instructional day and shall be exclusive of elementary conference days, the thirty (30) minutes duty free lunch, and travel time between assignments.

The planning time provision is not in effect on non-student days.

- B. ESA personnel assigned to more than one (1) location shall have planning time allocated proportionally to the time assigned to each school or program site, given that one (1) plan period per day is a full thirty (30) minutes. Planning time shall be in blocks of time no less than twenty (20) minutes. The planning time schedule shall be developed in consultation with appropriate principal(s) or supervisor(s).
- C. Planning periods shall not be assigned during the Board Policy designated thirty (30) minutes at the beginning and end of the professional work day.

Section 49 – Staff Protection

- A. Safety Initiatives – In order to assure a safe learning environment for students and staff and to affirm a commitment to zero tolerance for weapons and violence in the schools, the District and the Association agree that the following initiatives will be implemented over the duration of the Agreement.
 1. A needs assessment of school safety involving students, staff, and parents will be undertaken as needed. The needs assessment shall include building security and operational procedures, staff access to phones for emergency communications, District-wide policies on school safety, and emergency procedures as needed.
 2. Best practices and promising approaches in violence prevention training shall be made available to staff.
- B. Preservation of Order in the Schools

1. An employee may use such force as is necessary for self-protection from attack or to prevent injury to another person (adult or student).
 2. The District shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts, and other school functions to maintain discipline and order.
 3. Employees will not, nor shall they be asked or required to, search students, lockers, or student possessions.
- C. Threats to Safety – Employees who are threatened with bodily harm by any individual or any group, while carrying out their occupational obligations shall immediately notify the building principal or supervisor. The principal or supervisor shall notify the designated Level Director of the threat and take immediate steps in cooperation with the employees to provide every reasonable precaution for their safety. Precautionary steps shall be reported to the designated Level Director at the earliest possible time.
- D. Labor and Industries Disability – Upon the determination by the Washington Department of Labor and Industries (L & I) that an employee has been physically disabled by a job related injury or illness because of an assault on the employee's person arising out of and/or in the course of the employee's employment, the District will grant the injured employee leave of absence with normal contract pay for the duration of the injury or illness, not to exceed twelve (12) months, with no reduction in accumulated sick leave.
1. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington State Department of L & I, except that placement in apposition shall be pursuant to the terms of the Agreement; provide, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.
 2. The employee shall, as a condition of receiving benefits under Section 49.D, Staff Protection, L & I Disability, execute an assignment of the proceeds of any judgement or settlement in any third (3rd) party action arising from such injury or illness in the amount of compensation received pursuant to Section 49.D, Staff Protection, L & I Disability, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney's Office of Pierce County.
- E. District Liability Insurance – The District shall protect employees by maintaining a standard comprehensive bodily injury and property damage public liability insurance contract in the amount of \$1,000,000 per occurrence.

1 It is further agreed that the Board will not surrogate its rights to the insurance carrier for
2 any claim paid as a result of a loss occurring while the employees are acting within the
3 scope of their duties as employees, whether such duties were expressed in the
4 employment contract or implied because of the nature of the employment, whether such
5 duties were performed during the regular duty hours or for extracurricular activities
6 outside of the regular duty hours.

7 The District recognizes its obligation to provide insurance under RCW 28A.400.370. In
8 the event of a repeal or amendment of that statute during the life of this Agreement, the
9 District agrees to continue in effect the insurance provided under that statute for the
10 remaining life of this Agreement.

11 F. Personal Public Liability Insurance – It is the personal responsibility of employees who
12 used their personal automobile in the performance of duties to carry public liability
13 insurance for bodily injury and property damage. The Board cannot be obligated to
14 provide insurance for the employee's vehicle on a first (1st) party basis.

15 G. Medical Professional Liability Protection – The District shall provide District
16 psychologists, nurses, occupational therapists, physical therapists, and all others who
17 perform medical services as part of their duties with medical professional liability
18 protection in the amount of \$250,000 per occurrence to a maximum of \$1,000,000 per
19 policy year. In the event that the present coverage for psychologists is canceled by the
20 insurance carrier, this item is subject to immediate renegotiations.

21 H. Vehicle Damage/Loss Provisions – When an employee's vehicle is damaged in a school
22 setting or in the course of employment (i.e. typical work hours), the District will
23 reimburse the employee, to a maximum of \$1,000 per incident, for damage cause to the
24 personal vehicle. Damaged caused by the employee's negligence will not be covered.
25 Damage to an employee's vehicle by the District, or as a result of a District action, will
26 be fully covered.

27 Procedures for submitting a claim:

- 28 1. Notify your supervisor and site security immediately.
- 29 2. Notify police and get a report or incident/case number within forty-eight (48)
30 hours of the event.
- 31 3. Complete an Employee Personal Property Loss/Damage claim form (Appendix
32 IV).
- 33 4. Attach the police report or provide the incident/case number, along with a
34 description of the damage, and a repair cost estimate of the damage.
- 35 5. Submit information to the District's Risk Management Department within thirty
36 (30) calendar days.

1 Damage in excess of \$1,000 may be submitted to the employee's insurance for
2 reimbursement.

- 3 I. Personal Property Damage/Loss Prevention – The District will reimburse an employee
4 for damage or loss of personal property, vehicles excluded, or personal
5 instructional/educational equipment used by the employee in the course of employment
6 pursuant to the following conditions. When the loss occurs through no fault of the
7 employee's own the District will reimburse the employee to a maximum of \$1,000 per
8 incident. Reimbursement shall be based upon a reasonable estimate of current value. The
9 District may, at the District's discretion, require an employee to show reasonable evident
10 of theft or damage. Employees must take reasonable care to protect their personal or
11 instructional/educational equipment.

12 Procedures for submitting a claim:

- 13 1. Notify your supervisor and site security immediately.
14 2. Notify police and get a report or incident/case number within forty-eight (48)
15 hours of the event.
16 3. Complete an Employee Personal Property Loss/Damage claim form (Appendix
17 IV).
18 4. Attach the police report or provide the incident/case number, along with a
19 description of the damage, and a repair or replacement cost estimate of the
20 damage(s) to or loss of the property.
21 5. Submit information to the District's Risk Management Department within thirty
22 (30) calendar days.

23 Damage in excess of \$1,000 may be submitted to the employee's insurance for
24 reimbursement.

25 Damage that occurs to District equipment/property, due to employee negligence, will be
26 processed on the District Equipment Theft/Damaged/Loss Report, unless covered under
27 the provisions of the Required Transportation of Equipment. The employee may be
28 billed for the repairs or replacement of the damaged equipment/property.

- 29 J. Medical Emergencies – In the event of a medical emergency, school staff shall contact
30 the appropriate medical or emergency personnel and notify the appropriate
31 administrator(s). In addition, the District shall make available to all staff written
32 procedures for seeking such assistance when necessary. Staff acting in emergency
33 situations will be afforded legal protection by the District except in cases of negligence or
34 unlawful activity as determined by the Board.

1 K. Cleansing Intermittent Catheterization – No employee(s) other than certificated school
2 nurses and special education personnel currently assigned to serve medically impaired
3 students shall be required to provide Cleansing Intermittent Catheterization (CIC). Any
4 training required in CIC for such personnel shall be provided at no cost to the employee.
5 For all open positions that require CIC, such requirement shall be specified in the job
6 posting.

7 L. Personal Information – The District shall not provide any personal information
8 concerning employees, such as names, addresses, phone numbers, etc. to any person not
9 required by law (including subpoenas and the Washington Public Records Act) or to any
10 commercial or charitable organization without specific employee approval or Association
11 agreement.

12 **Section 50 – Covering Classes**

13 A. Class coverage

- 14 1. The principal or designee may request employees holding a valid teaching
15 certificate to cover classes in cases of emergency or when arrangements for a
16 regular substitute cannot be made either because of a time factor or the
17 unavailability of a qualified substitute.
- 18 2. An emergency is understood to mean a sudden condition or state of affairs calling
19 for immediate action. If it is evident that the emergency will extend beyond one-
20 half (0.5) hour and if time will permit a substitute to serve at least two (2) hours of
21 the school day, a qualified substitute will be immediately called.
- 22 3. Arrangements for class coverage may be made between teachers with the building
23 principal's approval.
- 24 4. Student teachers and non-certificated personnel may be used to cover classes only
25 in an emergency situation. Except in unusual circumstances, student teachers and
26 non-certificated personnel shall not cover classes other than those to which they
27 are regularly assigned.
- 28 5. The Board agrees that any District-wide effort to use classroom teachers, itinerant
29 teachers, librarians, student teachers, counselors, and personnel other than regular
30 substitutes to cover absences of teachers for the purpose of avoid the usual costs
31 for substitutes shall first be subject to the negotiations process.

32 B. Loss of Planning/Overloads – Due to unavailability of a substitute, staff members,
33 including specialists, who are required by the principal to cover for another teacher,
34 resulting in a loss of their contractually guaranteed planning time, or are required by the
35 principal/supervisor to cover a class or a portion thereof in addition to their own,
36 resulting in a class size which exceeds negotiated lids, regardless of loss of planning time,
37 shall be paid as follows:

More than fifteen (15) minutes/ <u>up to thirty-five (35) minutes</u>	<u>\$35</u>
<u>More than thirty-five (35) minutes/up to sixty (60) minutes</u>	<u>\$50</u>
<u>More than one (1) hour/up to ninety (90) minutes</u>	<u>\$70</u>
<u>More than ninety (90) minutes/less than three (3) hours</u>	<u>\$90</u>
Three (3) hours or more	Substitute Daily Rate

At the beginning of the school year, the principal/supervisor shall seek names of volunteer staff members willing to provide such coverage. Staff members who do not wish to provide such coverage shall only be required to do so in the event of an emergency when no other certificated or classified staff members are available.

Section 51 – Co-Teaching

A. Definition – Co-teaching is a practice in which two (2) teachers lead a classroom, creating an inclusive setting where expertise is shared for the benefit of a diverse group of students. The two (2) teachers involved include a classroom teacher paired with any certificated interventionist.

B. Prerequisites

1. Both instructors shall have leadership and take responsibility for all students within the classroom. One (1) instructor is not to direct the other or use the other in the place of a paraeducator. Instructional arrangements and methods must remain flexible and remain responsive to student learning needs.
2. The District shall provide adequate training and ongoing coaching to support effective co-teaching partnerships.
3. Co-teaching pairs shall have opportunities for common planning time.
4. Co-teaching pairs must mutually establish class norms and procedures, both taking responsibility for the management and organization of the classroom. They will share a common classroom space while engaged in co-teaching.
5. Co-taught classrooms shall not exceed established class size limits for the individual grade level by more than twenty percent (20%). Target ratios should not exceed one (1) student receiving supports for every two (2) typical peers.

C. Responsibilities

1. Both instructors are responsible for the learning of all students while engaged in a co-teaching arrangement.

2. Both instructors are responsible for aligning instruction to standards.
3. School sites shall not use one (1) member of a co-teaching pair as an emergency in-house substitute for another classroom.
4. Both instructors shall be responsible for data collection, grading, progress reporting, and management for all students.
5. Student IEPs shall be developed collaboratively but are the responsibility of the Special Education Teacher.

Section 52 – Student Resource and Review Team

- A. Every school and/or site shall host a regularly scheduled Student Resource/Review Team (SRT) meeting. SRT meetings are intended for the purpose of collaboration regarding interventions in response to individual student needs. The leader of the team shall be determined by the school/site and will coordinate the agenda for each SRT meeting. The leader shall invite other professionals, interventionists, and providers, as needed, to the SRT meeting at least twenty-four (24) hours in advance.
- B. Building SRT meeting are held for no more than sixty (60) minutes per meeting and attendance of those assigned to that building is required, along with a general education representative, and any itinerant special education staff who can attend depending upon the number of other schools assigned. Additional meetings may be held at the discretion of the SRT. If an SRT meeting goes beyond the employee workday, the employee(s), building administrator, and representative of the Special Education Department will mutually decide if the employee(s) will be compensated as provided in Section 47, Professional Work Day Provisions, or by redistributing before and after instructional day time to provide meeting flexibility.

Section 53 – Special Education

- A. Definition – The District and the Association recognize the right of each student to a Free and Appropriate Education (FAPE) in their Least Restrictive Educational (LRE) setting. We recognize that every student is a general education student first; students with educational disabilities are entitled to Specially Designed Instruction (SDI), related services, supports for school personnel, and appropriate educational accommodations and modifications, as determined by the results of an educational evaluation and the student's Individualized Educational Program (IEP) team.
- B. Practices – For students to receive special education and related services, the IEP shall indicate the services to be provided

1. The District supports inclusive practices for students with disabilities, as determined by each student's IEP team. The inclusion of students with disabilities in the general education program requires cooperation and communication between general and special education staff. Prior to the entry of a student with disabilities into the general classroom, the receiving teacher shall be provided with information regarding the student's special needs.
 2. Students with disabilities who are included in general and specialist classrooms shall be counted in the class count of the general teacher and specialist for the portion of the day they are included in the class.
 3. If a student is assigned an individual paraeducator or a nurse, per the terms of the IEP, the assigned professional shall not be considered to adjust the classroom student-teacher ratio unless and until the ration exceeds two to one (2:1).
 4. If, in the judgement of any parent, teacher, or specialist, a student with disabilities is not profiting from a placement or the student is creating a substantial disruption to the educational process, a parent or teacher may request an IEP meeting to discuss the student's placement, request assistance and/or recommend that consideration be given to modifying the IEP, consistent with federal, state, and District rules, regulations, and policies.
- C. IEP and Evaluation Meetings – Any employee required to attend an IEP or evaluation meeting that occurs outside the regular work day shall be compensated at the per diem, based on the employee's placement on the base salary schedule, hourly rate for the accumulated hours rounded off to the nearer thirty (30) minutes. Members of an Evaluation or IEP team shall be compensated for any meeting time that extends beyond their contracted work day. Claims shall be submitted by the last working day of the pay period following the pay period in which the time was worked.
- D. Case Management
1. Case managers are responsible for the provisions of summative IEP information, such as the IEP at a Glance, for their caseload of students with disabilities to all staff with the responsibility to implement the provisions of the IEP.
 2. Case managers shall coordinate IEP meetings to address changes to the IEP in response to the student's needs.
 3. Case managers shall coordinate scheduling of classes and/or services for the students on their caseloads.
 4. Case managers maintain relevant student records related to IEPs, progress monitoring, and accommodations/modifications.

Section 54 – Student Discipline/Administrative Responsibility

The District shall assure that an administrator or identified designee shall be available to respond to emergency situations at each school and program site during the student school day.

A. Enforcement – Student discipline will be enforced fairly and consistently based on the infraction, regardless of race, color, religion, sex, gender identity, sexual orientation, national origin or ancestry, the presence of any sensory, mental or physical disability, or age. Corporal punishment, which is defined as any act which willfully causes the infliction of physical pain on a student, is prohibited.

B. Cause for Discipline – Sufficient cause for discipline will be:

1. Verbal or physical threats, intimidation, or assault or interference with an employee by use of force or violence; or
2. Failure by a student to comply with written rules and regulations established by the District; or
3. Failure by a student to comply with instructions of employees made within the scope of their authority; or
4. Failure by a student to submit to the reasonable disciplinary actions of employees; or
5. Conduct which materially and substantially interferes with the educational process; or
6. Failure to identify oneself upon request by an employee in the school building, on school grounds, or at school sponsored events.

C. Authority to Discipline – Employees shall have the authority to discipline students under their supervision within the following limits:

1. Employees shall administer discipline pursuant to federal and state laws and regulations.
2. An employee may use such force as is necessary for self-protection from attack or to prevent injury to another person.
3. Disciplinary Removal from Class or Activity Period – Employees are empowered to exclude students from the classroom or activity area under certain conditions. Employees may exclude a student under their supervision who is creating a disruption of the educational process or who is in violation of the building disciplinary standards.

The student may be excluded for all or any portion of the school day or until the principal or principal's designee and the employee have conferred within the limitations contained herein.

1 Limitations:

- 2 a. Except in emergency circumstances as provided in WAC 392.400.290, the
3 employee shall have first attempted one (1) or more alternative forms of
4 corrective actions.
- 5 b. The consent of the employee will be required if any excluded student is
6 returned to a particular class or activity from which the student was initially
7 excluded during the same class or activity period.
- 8 c. In the case of an assault on a staff member, the student, at the
9 recommendation of the employee, shall be removed from the employee's class
10 and a disciplinary transfer will be initiated unless otherwise prohibited by
11 state or federal law. In the case of an assault by a student who is not assigned
12 to the employee, a disciplinary transfer will be initiated at the
13 recommendation of the staff member unless prohibited by state or federal law.

14 In cases in which a student's conduct substantially disrupts the classroom, a
15 student may be sent immediately to the school office by the employee without
16 corrective action.

17 Generally, conduct that rises to the level of substantial disruption is conduct
18 that essentially prevents instructional activities from occurring, regardless of
19 efforts to remediate the conduct of concern, unless state law dictates
20 otherwise.

21 Discipline Report – In cases in which the employee sends a student to the
22 school office a discipline report explaining the facts of the misconduct shall be
23 sent to the principal/designee.

24 The discipline report shall provide descriptions of the problem behavior prior
25 to intervention, punishment, or remediation. Documentation of an incident
26 must be sent to the principal or designee as soon thereafter as possible, but not
27 later than the end of the professional work day.

- 28 4. The employee may, at any time, request in writing that an alternative class
29 assignment, disciplinary contract, or specific assistance be provided for a student
30 whose conduct or misbehavior warrants a recommendation for change. Such
31 request shall include documentation of the behavior and a list of the types of
32 corrective action already taken.

1 D. Administrative Response

- 2 1. When a written report is sent to the principal or other school administrator
3 regarding student discipline, a request for alternative class assignment and/or
4 specific assistance, or recommendation for suspension or expulsion, the principal
5 or school administrator shall respond to the employee in writing concerning the
6 action taken, contact made with the parents or guardians, and any conditions
7 imposed on the student's return to class. Response to the request will be made
8 within five (5) school days and include a plan of action to support the student.
- 9 2. When school authorities endeavor to correct misconduct or misbehavior through
10 counseling and/or conferencing with the student or the student's parents, the
11 employee will be notified and be involved upon the employee's request.

12 E. Recommending Suspension/Expulsion – If, in the employee's judgement, student
13 conduct warrants suspension or expulsion of the student, the employee shall make written
14 recommendation accordingly to the building administrator. Suspension may also be
15 recommended by the employee when the employee reasonably believes that the student is
16 an immediate and continuing danger themselves, other students, employees, school
17 administrators, or the educational process of the student's school. Any recommendation
18 must include specific examples and/or documentation of the disruptive or disorderly
19 conduct.

20 F. Special Education Discipline – The District will comply with all pertinent state and
21 federal laws and Board policy when disciplining students receiving special education
22 services. Upon request, the regular education classroom teacher directly impacted by a
23 special education student's disruptive behavior will be given input into the IEP process
24 and will have those concerns considered prior to the placement or change of placement of
25 a special education student. Within the IEP process, which includes a meeting of the
26 parent, teacher, and District representative who is qualified to provide or supervise
27 special education services, a plan may be established for the modification of a specific
28 behavior in order to reach behavior goals. This plan may include removal from school
29 for a specified and short amount of time as part of the IEP, however, a student with
30 disabilities may not be removed from school for discipline due to behaviors which are a
31 manifestation of the student's disabilities. The appropriate school personnel or the parent
32 may request a new IEP meeting if either finds that the Behavior Intervention Plan is not
33 satisfactory or in need of revision. In the absence of a specific IEP Behavior Intervention
34 Plan or determination that the incident resulting in disciplinary action is a manifestation
35 of the student's disability, all other items of Section 54, Student
36 Discipline/Administrative Responsibility will apply.

37 G. Assault of Employee – If a student assaults an employee, intimidates by threat of force or
38 violence, or interferes with an employee by use of force or violence, in addition to
39 appropriate disciplinary action, the District will report the incident to the proper law
40 enforcement agency.

1 H. Building Discipline Review – School principals will meet with the employees annually to
2 establish and/or review building disciplinary standards and procedures to ensure uniform
3 enforcement of building standards.

4 I. Staff Information – The District shall provide information to all employees annually
5 concerning all applicable federal, state, and local laws, and District rules, regulation, and
6 procedures pertaining to student rights, employee rights, due process, and the processing
7 of student discipline.

8 J. Major Incidents – Major incidents reports relative to weapons incidents, violent acts,
9 and/or incidents which result in intervention by the District Security personnel or the
10 police department shall be communicated to TEA within twenty-four (24) hours of the
11 incident and shall be reviewed on a regular basis with Association leadership.

12 K. State law provides that whenever a minor enrolled in a school is convicted in adult
13 criminal court, adjudicated, or entered into diversion agreement with the juvenile court on
14 any of the following offenses, the court must notify the principal of the child’s school of
15 the disposition of the case:

- 16 1. A violent offense (includes weapons)
- 17 2. A sex offense
- 18 3. Inhaling toxic fumes
- 19 4. A controlled substance violation
- 20 5. A liquor violation
- 21 6. Assault and other crimes involving physical harm
- 22 7. Kidnapping, unlawful imprisonment, custodial interference
- 23 8. Harassment
- 24 9. Arson, reckless burning, malicious mischief
- 25

26 The principal shall provide the information received to every teacher of the student and any other
27 personnel who, in the judgement of the principal, supervise the student of for security purposes
28 should be aware of the student’s record.

29 Any information received by a school principal or school personnel is confidential and may not
30 be further disseminated except as provided in RCW 28A.225.330, other applicable statutes or
31 case law, and the Family Educational Rights and Privacy Act.

32 **Section 55 – Documentation of Incidents**

33 Any incident which will adversely affect the status of a student shall be adequately documented
34 in the appropriate District-wide system. This should include date, time, place and witnesses. In
35 addition, any other pertinent facts that clarify the incident should be included.

Section 56 – Employee Duties and Responsibilities

It is the responsibility of employees:

- A. To work in accordance with their job description.
- B. To take into consideration the individual differences of students.

Section 57 – Physical Facilities

- A. The District shall provide a minimum of one (1) staff room in each school.
- B. The District will endeavor to provide suitable facilities for all employees. Facilities will include the following:
 - 1. Work space reasonably free from distractions and interruptions.
 - 2. A work surface, a locking file, a computer, and adequate storage space for educational material.
 - 3. A telephone available for use when confidentiality is required.
 - 4. Reasonable effort will be made so Speech Language Pathologists (SLP) therapy rooms include water to meet standards for universal precautions and for use during therapy. Hand disinfectant, gloves, and other items needed for disinfecting and universal precautions will be available.
- C. On an annual basis, the District will review space utilization at school sites. Such review shall consider suitability of work space for all employees and any safety concerns which have been raised by staff.

Section 58 – School Construction

When the District establishes a Building Advisory Committee to develop a bond issue election, the Superintendent shall appoint at least four (4) designees to the committee from a list of seven (7) recommended to the Superintendent by the TEA President.

When the proposed construction pertains to a particular school, the Superintendent shall appoint at least three (3) members of the school's faculty from a list of five (5) recommended to the Superintendent by the TEA President to the building planning committee.

There are no limitations in the appointment of other members to the aforementioned committees.

Section 59 – Student Teachers

- A. The teachers in the District acknowledge their professional responsibility to participate in and give leadership to the student teacher practicum.

- 1 B. A teacher shall have taught at least three (3) years before being assigned a student
2 teacher.
- 3 C. A teacher shall have taught at least one (1) year in the District before being assigned a
4 student teacher.
- 5 D. Teachers requesting a student teacher shall make application through their building
6 principal.
- 7 E. Teachers requesting a student teacher will be advised by letter from the Human
8 Resources department of an action on their application.
- 9 F. The cooperating teacher is responsible for the class and the program even though a
10 student teacher may be conducting the class.
- 11 G. Teachers should have only one (1) student teacher per year. Any exception to this
12 practice must be approved by the teacher, principal, and the Assistant Superintendent of
13 Human Resources.
- 14 H. The District will negotiate with the Association any change(s) in honoraria paid
15 cooperating teachers.

16 **Section 60 – Scheduling, Secondary Schools**

- 17 A. Before the District makes any changes to the format (periods per day or semester/quarter)
18 in a secondary school, the District will notify the Association; the Association shall have
19 ten (10) days to initiate negotiations in accordance with RCW 41.59. In the event the
20 Association does not initiate negotiations, the District shall be free to make said format
21 changes immediately.
- 22 B. Individual schools, however, may initiate changes in format subject to District approval;
23 provided, however, such changes have been approved through the building's SCDM
24 process or have the written approval of at least seventy-five percent (75%) of the
25 certificated employees in the school and are consistent with the District's adopted
26 curriculum and the appropriate provisions of the Basic Education Act.
- 27 C. Each spring, enrollment projections shall be shared with the Association and SCDM
28 teams for the purposes of developing master schedules, allocating resources, and
29 planning for the successful transition and assignment of students. Building master
30 schedules may include alternative workday schedules for employees, with their written
31 consent, consistent with the provisions set forth in Section 17, Site-Centered Decision-
32 Making.

Section 61 – Job Description

A copy of the District’s organizational chart is available upon request from the Public Information Office and existing job descriptions within the bargaining units shall be sent to the TEA office.

Before changes are made to the existing job descriptions within the bargaining unit, the recommendations of the Association will be considered.

No duties presently performed by bargaining unit members shall be transferred to other District employees, nor contracted with outside vendors.

ARTICLE IX – CLASS SIZE/STAFFING

Section 62 – Regarding Reduction in Staff

In the event of a reduction in staff, the class size and lids shall be increased proportionate to the reduction in certificated teaching staff.

Section 63 – Elementary Schools (Grades K-5)

Regular classroom teachers, grades K-5, will be assigned to schools by the Human Resources Department using a maximum ratio of twenty-five and three-tenths (25.3) students per building. Learning specialists will not be included in these ratios. If after the second (2nd) Friday staffing numbers exceed the ratio of twenty-five and three-tenths (25.3), adjustments may be made.

Classes will be intentionally scheduled to increase equality between each class. Each school will utilize the previous grade-level team members’ insights, interventionists’ insights, and data when scheduling the next year’s classes.

No regular class shall have more than twenty-three (23) students per session in kindergarten, more than twenty-six (26) students at grade one (1) through two (2), more than twenty-seven (27) students at grade three (3), or more than twenty-eight (28) students at grades four (4) and five (5).

There will be no first (1st) grade splits. There will be no second (2nd) grade splits without written consent of the teacher. No split shall be assigned more than twenty-six (26) students. In schools identified by the state as needing improvement for two (2) consecutive years, every effort will be made to avoid assigning split classes in grades three through five (3-5).

Beginning with the 2020-21 school year, no regular class shall have more than twenty-two (22) students per session in kindergarten, twenty-five (25) students at grade one (1) and two (2), more than twenty-six (26) students at grade three (3), or more than twenty-eight (28) students at grade four (4) and five (5).

Beginning in the 2020-21 school year, multi-age classrooms will not span more than two (2) grades and will be no larger than twenty-six (26) students in grades four (4) and five (5) and no more than twenty-two (22) students in grades one through three (1-3).

Elementary Specialists (Library, Music, and Physical Education)

- A. Elementary library, music, and physical education specialists will be allocated based on the identified need for planning period coverage, as determined by the number of building classrooms.
- B. In the case that specialist must be split between multiple buildings, principals will work with their level directors, and CAB specialist liaison to determine travel time, lunch location, and the building where planning time will occur.
- C. Full-time (1.0 FTE) elementary specialists will have the same amount of planning time and instructional minutes each week as a 1.0 FTE core teacher, minus passing and library shelving time.
- D. Elementary specialists will have five (5) minute passing times between classes.
- E. Full-time (1.0 FTE) elementary librarian specialists will have two hundred and seventy (270) minutes of shelving time per week.
- F. Partial FTE allocation will be pro-rata for those employees working less than 1.0 (planning, library shelving, and before and after WAC time).

Section 64 – Middle Schools (Grades 6-8)

Middle schools will maintain a school ratio not to exceed twenty-three and three tenths (23.3) students to one regular classroom teacher. School ratios are determined by dividing the total number of regular students by the number of full-time equivalent teachers with full-time teaching loads (or the appropriate proration) except those students in specialized programs.

The middle school maximum will be twenty-eight (28) students per class. If one (1) or more classes exceed the maximum, the daily student load will be less than twenty-six and three-tenths (26.3) times the number of periods taught exclusive of the advisory period. Music and physical education classes will not exceed thirty-four (34) students per class. No individual class shall exceed the class maximum by more than two (2) students, unless agreed to in writing by the teacher as part of the class size/daily load waiver process (Appendix V).

Section 65 – High Schools (Grades 9-12)

High schools will maintain a school ratio not to exceed twenty-five and one-half (25.5) students to one (1) regular classroom teacher. School ratios are determined by dividing the total number of regular students by the number of full-time equivalent teachers with full-time teaching loads (or the appropriate proration) except those students in specialized programs.

The class size maximum for any individual class will be thirty (30). If one (1) or more classes exceed the maximum, the daily student load will be less than one hundred and forty-nine (149). Music and physical education classes will not exceed thirty-five (35) per class. If one (1) or more classes exceed the maximum, the daily student load will be less than one hundred and sixty-five (165). No individual class shall exceed the limit by more than two (2) students, unless agreed to in writing by the teacher as part of the class size/daily load waiver process (Appendix V).

Section 66 – General and Overload Provisions

Compliance will be determined using the elementary classification report, or middle or high school class schedule documents which show class loads as of the third (3rd) Friday or fifteenth (15th) student day of each semester, whichever is later.

In the event that actual opening enrollment varies significantly from projections and there is an overload in a specific department(s), a class size form must be submitted, and adjustments will be made by the District in consultation with the Association by the third (3rd) Friday or fifteenth (15th) student day in September whichever is later.

In subsequent grading terms (semester or trimester), adjustments will be made no later than the fifteenth (15th) day of the term in order to comply with class size provisions. Individual staff and class counts by school will be supplied to the Association by October 15 and monthly thereafter. The District and the Association representatives will meet at Labor-Management meetings to discuss class load documents, review any implementation plans, and make further necessary adjustments.

If the maximum ratio is exceeded at any level, the following overload options may apply:

A. Add certificated staff

B. Create additional sections

C. Pay as outlined below:

1. Middle and High School

a. One to five (1-5) students over equals three (3) substitute release days per semester OR a \$500 stipend per semester

b. Six (6) or more students over equals four (4) substitute release days per semester OR a \$650 stipend per semester

2. Elementary School

a. One to five (1-5) students over equals two (2) substitute release days per trimester OR a \$500 stipend per trimester

b. Six (6) or more students over equals three (3) substitute release days per trimester OR a \$650 stipend per trimester

Solutions must have final approval of the appropriate District level administrator. If neither A or B above is implemented by the fifth (5th) working day after the submission of the class size form, the solution shall default to option C above.

All Career and Technical Education (CTE) classes will follow the individual class size and overall caseload maximums. If CTE class size or overall caseloads are to be lower than the individual class size the Director of CTE will submit this recommendation to the building principal for approval prior to implementation (e.g. Wood Technology with a class size of twenty-four (24) for safety issues).

For purposes of determining class size maximums and load, student assistants who have been requested in writing by the teacher shall not be included in the counts.

Section 67 – Special Education Teachers, ESAs, and Learning Specialists

A. Educational Staff Associate (ESA) includes physical therapists (PTs), occupational therapists (OTs), speech/language pathologists (SLPs), psychologists, audiologists, school nurses, counselors, social workers, and guidance counselors.

B. Special education students shall be assigned to special education teachers as follows:

1. Self-contained classes for students with significant education needs, per IEP.

<u>Grade Level</u>	<u>Maximum Identified Students</u>	<u>Caseload Maximum</u>
<u>Elementary (K-5)</u>	<u>Ten (10) students per session</u>	<u>Fourteen (14)</u>
<u>Secondary (6-12)</u>	<u>Twelve (12) students per session</u>	<u>Fifteen (15)</u>

All self-contained Deaf/Hard of Hearing (DHH) and Therapeutic Learning Center (TLC) classes shall have at least a 0.875 FTE (seven (7) hours daily) paraeducator. Self-contained classes for students with intensive cognitive and physical needs will have at least two (2) paraeducators. Additional support may be added to address program-specific and student-specific needs,

If a student is assigned an individual paraeducator or a nurse, per the terms of the IEP, the assigned professional shall not be considered to adjust the classroom student-teacher ratio unless and until that ratio exceeds two to one (2:1).

2. Learning Resource Teachers (LRC)

<u>Grade Level</u>	<u>Maximum Identified Students</u>	<u>Caseload Maximum</u>
<u>Elementary (K-5)</u>	<u>Twelve (12) students per session</u>	<u>Thirty-eight (38)</u>
<u>Secondary (6-12)</u>	<u>Twelve (12) students per period</u>	<u>Thirty (30)</u>

3. Preschool Special Education Teachers

<u>Program</u>	<u>Maximum Identified Students</u>	<u>Maximum Number of Peers</u>
<u>DHH</u>	<u>Eight (8) students per day</u>	<u>Two (2) students per day</u>
<u>Extended Day</u>	<u>Eight (8) students per day</u>	<u>Four (4) students per day</u>
<u>Peer Inclusion Model</u>	<u>Eight (8) students per session</u>	<u>Seven* (7) students per session</u>

*Peer Inclusion Model teachers who elect to host an additional peer (total of eight (8) peers) will receive a \$250 classroom overload stipend per trimester.

Each Peer Inclusion Model preschool classroom shall have at least one 0.875 FTE (seven (7) hours daily) paraeducator. DHH and Extended Day Preschool classrooms shall have at least one (1) 0.7313 FTE (six and one-half (6.5) hours daily, two (2) Fridays) paraeducator.

Special education teacher class load information shall be made available to the Association by October 15, February 15, and May 15, annually.

C. Specific ESA workgroups, including SLPs, OTs, PTs, psychologists, social workers, counselors, nurses, and audiologists, will work in partnership with the Association and District to develop standards for fair and equitable delivery models. The individual workgroups shall contribute meaningful caseload language to develop ceiling caseloads by June 30, 2021.

D. These lids may be exceeded with the recommendation of the special education teacher(s) in consultation with the building principal and designated program manager, the Association, and the approval of the Superintendent. Increases in staffing may be considered upon any of the above classrooms reaching articulated class size lids.

Special education class and ESA caseload information shall be made available to the Association by October 15, February 15, and May 15, annually.

E. English-Language Learner (ELL) Caseloads:

1. Elementary caseload for each 1.0 FTE ELL certificated staff shall not exceed eight-five (85) students.
2. Secondary class load for each 1.0 FTE ELL certificated staff shall not exceed a weekly average of ninety-nine (99) students per day. Total ELL caseload may exceed ninety-nine (99) students due to unique student language and academic needs but may not exceed one hundred and twenty-nine (129) students.

1 F. The District shall endeavor to maintain a pool of substitute paraeducators to serve
2 students with disabilities. If there is no paraeducator substitute available and no other
3 paraeducator assigned, or available to be assigned to the special education classroom for
4 a second (2nd) consecutive school day, the self-contained teacher shall be eligible for a
5 stipend of \$60.00, retroactive to the first (1st) day.

6 G. Deployment

7 1. The District shall allocate special education and ESA staffing on a fair and
8 equitable basis, considering the degree of student need, degree of itinerancy,
9 direct service responsibilities, and total student load.

10 2. Any peer process supporting deployment shall be transparent and subject to
11 review. The District agrees that any CAB deployment process shall honor staff
12 privacy.

13 H. Each full-time elementary school LRC teacher shall be allocated five (5) days per year,
14 within the existing contract year, to assist with administrative tasks related to the Special
15 Education Department. Part-time elementary LRC teachers will be provided with a pro-
16 rata portion of the days.

17 I. At each comprehensive secondary school, the Special Education Department chair, or
18 one other member of the Special Education Department, shall be provided one additional
19 planning period per day to assist the department with administrative task related to the
20 Special Education Department.

21 J. A workload assistance pool in the amount of \$25,000 each year shall be provided to
22 support OT, PT, SLP, and audiologists to address unusual workloads, including an
23 unusually high or complex number of IEPs.

24 K. Training provided to Basic Education staff will be offered to Special Education
25 certificated staff, with modifications when appropriate.

26 L. Support for Testing Requirements

27 1. Special Education teachers will be assigned staff who will either substitute for
28 them in their class or provide the accommodations required by the IEPs of those
29 students taking the state tests.

30 2. At least one (1) work day and one (1) optional day opportunity for obtaining
31 mandatory training in this subsection and subsection 3 will be provided. The
32 District shall train, and all special education teachers shall attend one (one) of
33 these trainings in the allowable accommodations for each test.

34 3. In addition, all appropriate special education staff shall participate in mandatory
35 training on the allowable alternate assessments for special education students.

4. For those students requiring the portfolio method, regular data collection should serve as part of the portfolio requirement and additional staffing assistance for journaling will be provided as appropriate. The District will continue to offer Optional Day opportunities, with clock hours, so staff may collaborate on portfolio tasks.
5. For those students in a mixed grade level special education classroom that require an alternative test or performance testing, provision will be made so testing can be accomplished without negatively impacting students who are not testing.

Section 68 – Peer Review

- A. In the event that a certificated employee has concern that the caseload/workload is inequitable based on student contact hours, the academic and behavioral characteristics of students, or the lack of adequate work space, the employee may request a peer review by filing with the Assistant Superintendent of Human Resources with copies to the Association and the employee's supervisor (Appendix VI).
- B. The Peer Review Committee shall consist of the involved employee, the appropriate central office administrator, a Human Resources Department representative, an Association representative, the involved principal or designee, other personnel necessary to solve the problem(s), and, at the request of the employee, another certificated colleague. The committee is to act as an intermediary agent to problem solve and examine concerns of inequitable workload.
- C. On receipt of the request for Peer Review, the Association shall schedule a meeting of the committee within seven (7) calendar days (timelines may be extended by mutual agreement). At the peer meeting, a timeline for resolution and/or response shall be agreed to by all parties. Following the meeting, the Association shall distribute to all committee members, with a copy to the Assistant Superintendent of Human Resources, a summary of the recommended resolution and/or response and timeline agreed to at the meeting. The Assistant Superintendent of Human Resources shall coordinate the District's response and shall respond in writing with the final outcome of the Peer Review to each member of the Peer Review Committee within five (5) business days of a final decision in the matter.
- D. A pool of \$75,000 per year is available to fund solutions the District has concluded it can implement for inequitable workload situations analyzed in the peer review process.
- E. The Peer Review process may be used by certificated staff in the classifications of SLP, OT, PT, and psychologist as a means to present concerns and issues regarding an individual's caseload/workload.

F. An individual in one (1) of the classifications listed above may take concerns/issues of caseload/workload through their respective deployment process. The individual's respective ESA administrator will facilitate the process in conjunction with the appropriate department head or designee. The information will be presented to the program-specific Peer Review Committee and recommendations made regarding any assistance to be provided and the form(s) of that assistance within seven (7) calendar days. A written response with the final outcome will be sent to each Peer Review Committee member, the Assistant Superintendent of Human Resources, and the Association within five (5) business days.

ARTICLE X – EMPLOYEE RIGHTS

Section 69 – Employee Contract

Each employee employed by the Board shall be issued a Personnel Contract Agreement which shall be in conformity with Washington State law.

The following statement shall be a part of the employee's Personnel Contract Agreement:

“This contract shall be subject to the terms and conditions of any agreement between the District and the appropriate exclusive bargaining representative.”

The types of employee contracts are as follows:

A. Continuing Contract (Appendix VII):

1. Provisional Status – employee's contract will be pursuant to RCW 28A.405.220.

a. Provisional status employees shall be subject to nonrenewal of employment contract during the first three (3) years unless otherwise indicated by the referenced RCW.

b. In a non-RIF situation, employees shall have access to the displacement pool.

c. In a RIF situation

1) Provisional status employees who are in their first three (3) years of the profession are the first laid off in a RIF situation unless the third (3rd) year of the provisional status is waived by the Superintendent.

2) Following a RIF, if provisional status employees remain in the District, they shall have access to the displacement pool.

2. Continuing Status – employee's contract will be pursuant to RCW 28A.405.210.

1 B. Replacement Contract

- 2 1. An employee with a Personnel Contract Agreement pursuant to RCW
3 28A.405.900.
- 4 2. A replacement contract will be issued to an employee replacing a certificated
5 employee who is on leave for at least forty-five (45) days and for the duration of
6 such leave.
- 7 3. Each replacement contract agreement shall identify the name of the employee
8 replaced and the anticipated duration of leave. On request, the District shall
9 provide the Association with a list of employees on leave and a list of employees
10 who have been issued replacement contracts.
- 11 4. Each replacement contract shall be subject to the provisions of this Agreement.
- 12 5. A person on a replacement contract of forty-five (45) or more days who has
13 received an overall evaluation rating of proficient or distinguished and who is
14 recommend for continued employment by the evaluator will be considered for
15 hire pursuant to Section 80.I.

16 **Section 70 – Supplemental Contract**

17 A. General Provisions

- 18 1. Each employee with an extra work assignment shall be issued a supplemental
19 contract (Appendix VIII) which shall be in conformity with Washington State
20 law.

21 An employee who does not desire to continue with the same extracurricular
22 assignment for the following school year will notify the principal in writing by
23 May 15 of the current student school year.

24 If an employee is not to be recommended by the principal to continue in the same
25 extracurricular assignment the following school year for an assignment covered
26 by this Agreement, the principal will notify said employee in writing by the end
27 of the current student school year with the following exceptions:

- 28 a. When there is insufficient student participation to continue the assignment.
- 29 b. The District is not obligated to offer an extracurricular assignment to an
30 employee who is transferred to another school.
- 31 c. An employee will not be continued in an extracurricular assignment if the
32 assignment is not authorized. Such notification will state the reason(s) for
33 the action. The District's decision shall not be made for arbitrary and
34 capricious reasons.

- 1 2. When a school assignment is made based upon an extracurricular program need,
2 the employee and the Association will be notified in writing.

3 No employee shall be involuntarily transferred from a school so that another
4 employee might be transferred into the school based on an extracurricular
5 program need.

- 6 B. School librarians – School librarians shall be provided not less than five (5) days' work at
7 the end of the school year through release time or supplemental days or a combination
8 thereof to complete library closure activities. These days do not count toward the limit
9 on release days requiring a substitute, unless a substitute is requested.

- 10 C. High School ESA Guidance – ESA guidance staff assigned to the high schools and
11 alternative programs may work up to five (5) supplemental per diem, based on the
12 employee's placement on the base salary schedule, days in support of guidance activities
13 at the employee's work site annually. The days shall be scheduled in cooperation with
14 the principal and may be worked during vacation periods, weekends, and/or other non-
15 work days. An additional three (3) supplemental per diem, based on the employee's
16 placement on the base salary schedule, days are available to ESA guidance staff assigned
17 to the high schools specifically to assist with scheduling prior to the start of school and at
18 the semester break. These days will be scheduled with the approval of the principal and
19 shall be worked during vacation periods, weekends, and/or other non-work days.

20 Guidance staff not planning to use all their supplemental per diem days shall be permitted
21 to pool their unused days for use of guidance staff willing to utilize the days. The
22 principal(s) shall collaborate with those guidance staff members willing to utilize the
23 available pooled days to establish guidelines and work schedules for the use of the pooled
24 days.

- 25 D. Middle School ESA Guidance – At the middle schools, four (4) supplemental per diem,
26 based on the employee's placement on the base salary schedule, days shall be allocated to
27 each ESA guidance staff member.

28 In the event an individual staff member chooses not to utilize the supplemental allocation,
29 any unused days may be utilized by other guidance staff assigned to the school.

- 30 E. Senior Staff Opportunity – Certificated employees who give notice of their retirement on
31 or before the March 15 prior to their retirement date shall be eligible for two (2)
32 additional seven and one-half (7.5) hour days of work, at their per diem rate of pay, based
33 on the employee's placement on the base salary schedule, as mutually scheduled by the
34 employee and the employee's principal/supervisor.

- 1 F. School Psychologists – School psychologists may work up to ten (10) supplemental days
2 at per diem, based on the employee’s placement on the combined salary schedule (base +
3 personal responsibility stipend), in support of their assignments annually. Supplemental
4 days shall be prorated based on annual FTE. The days shall be scheduled in cooperation
5 with the psychologist’s supervisor and must be worked outside their normally scheduled
6 work hours. School Psychologists will continue to ensure that Transfer Reviews for
7 students are in place before the first day of school.
- 8 G. School Nurses – School nurses may work up to ten (10) supplemental days at per diem
9 (base only) in support of the development of health care plans and immunization work.
10 The days shall be scheduled in cooperation with the nurse’s supervisor and must be
11 worked outside their normally scheduled work hours. Supplemental days shall be
12 prorated based on annual FTE. Nurses will continue to ensure that Care Plans for students
13 are in place before the first day of school.
- 14 H. Special Education – All certificated Special Education staff exclusive of the staffing
15 categories referenced above may work up to three (3) supplemental days at per diem,
16 (base only), in support of their assignments annually. The days shall be scheduled in
17 cooperation with the special education supervisor and must be worked outside their
18 normally scheduled work hours.

19 **Section 71 – Teachers on Special Assignment**

20 Teachers on Special Assignment (TOSAs) include, but are not limited to, positions such as
21 deans, instructional facilitators, and instructional coaches. TOSAs may be released from part or
22 all of their classroom teaching duties to support students and staff.

23 These positions shall be selected pursuant to Article XII of this Agreement. TOSAs will be
24 deployed through the appropriate department and may be assigned to buildings consistent with
25 goals established through the building SCDM.

26 TOSAs will remain in the TEA bargaining unit and shall be prohibited from participating in the
27 evaluation and/or assessment of other members of the bargaining unit. Information about the
28 performance of individual members of the bargaining unit which is obtained through or by any
29 TOSA shall not be used in the evaluation of any member or members of the bargaining unit. The
30 District shall consult with the Association before assigning a TOSA to an administrative position
31 in any building to which they were assigned in the previous year.

32 The Association and the District will review guidelines for the selection and deployment of
33 facilitators on an annual basis.

34 **Section 72 – Personnel Files**

- 35 A. The District personnel files on any employee in the possession of the District shall be
36 subject to review at reasonable times by the employee.

- 1 B. Principal/Supervisor working files – Any file kept by the principal/supervisor on an
2 employee is considered a working file. Employees shall be able to review their working
3 file upon request. An employee may request the deletion of a document from their
4 working file at any time. If the supervisor refuses, then the employee may file an appeal
5 to the Assistant Superintendent of Human Resources.
- 6 C. Any critical written matter or any commendatory items shall be shared with the employee
7 prior to its inclusion in the District personnel file and shall be signed or initialed by the
8 employee as proof of knowledge of its entry. Any complaint not signed by the employee
9 cannot be used for either investigative or disciplinary files.
- 10 D. Materials reviewed by an employee and judged by the employee to be derogatory to the
11 employee's service, character, or personality may be answered and/or refuted by the
12 employee in writing. Such written response shall be permanently attached to said
13 materials and shall become a part of the employee's District personnel file.
- 14 E. If a disciplinary document has been in an employee's personnel file for at least three (3)
15 years, at the employee's request the document shall be removed from the personnel file.
16 The Assistant Superintendent's decision will be rendered in writing.
- 17 F. Copies or records of grievances filed by an employee shall not be entered into the District
18 personnel file.

19 **Section 73 – Cause**

20 An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for
21 cause. The extent of any disciplinary action will be in keeping with the seriousness of the
22 infraction. When applicable, corrective action steps will be considered prior to implementation of
23 discipline. A process of progressive discipline will be used. Progressive discipline includes
24 verbal warning, written reprimand, suspension, or termination as appropriate to the infraction.
25 The employee will receive a copy of any written reprimand.

26 This section shall apply only to discipline up to and including suspension for regular employees
27 for infractions in matters not related to job proficiency or competency.

28 The District will make a good faith effort to call to the attention of the employee any written
29 complaint within ten (10) working days of the day the District became aware of the complaint.
30 Any complaint not called to the attention of the employee may not be used as the basis for
31 disciplinary action, unless otherwise provided by law. The employee must be apprised of any
32 written complaint and the name(s) of the complainant(s) and may request a copy of such a
33 complaint unless otherwise provided by law.

34 If an employee is on administrative leave every effort will be made to expedite the investigation
35 process. Employees shall receive twice monthly status updates of their case, and such cases will
36 be reviewed at each labor-management meeting.

Section 74 – Equitable Treatment

The District and the Association agree to comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities will be considered and will not be discriminated against on the basis of race, color, national origin, sex or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Title IX of the Education Amendments of 1972, as amended and Chapter 28A.642 RCW.

The District shall not discriminate against any employee in violation of this Agreement and/or, state and federal laws, rules, and/or regulations.

The Board agrees that it will not discriminate against employees because of their membership or non-membership in employee organizations.

Section 75 – Harassment

Any employee who has a complaint regarding harassment may file said complaint with the employee's direct supervisor. If the complaint is not satisfactorily resolved or if the complaint involves the supervisor, the complaint should be made with the Assistant Superintendent of Human Resources. The appropriate form may be obtained from the District's website. A copy of the form is reproduced in Appendix IX of this Agreement.

Any employee who has a complaint regarding sexual or racial harassment may file said complaint with the Assistant Superintendent of Human Resources. The appropriate form may be obtained from the District's website. A copy of the form is reproduced in Appendix IX of this Agreement.

Section 76 – Staff Diversity Plan

The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with federal and state law. Recommendations for changes in the plan may be made by the Association. Copies of the Staff Diversity Plan shall be kept on file in each school and shall be available to employees upon request from the Director of Equity and Achievement.

ARTICLE XI – EVALUATION AND PROBATION

Section 77 – Observation and Evaluation Procedures

- A. Philosophy of Evaluation – The District and the Association believe that evaluation is a collaborative, supportive, and continuous process meant to improve learning and instruction while enhancing job proficiency. To this end, teachers who achieve Level Four (4), Distinguished will be recognized by both the Association and the District.

1 B. General Provisions:

- 2 1. All employees will be evaluated in with Washington State law.
- 3 2. Evaluator – Employees shall be notified by November 1 by the administration as to
4 who is responsible for their evaluation. No documentation of student growth goal(s)
5 will be required prior to November 1.
- 6 3. TEA bargaining unit members shall be prohibited from participating in the evaluation
7 of other members of the bargaining unit. Information about the performance of
8 individual members of the bargaining unit obtained through or by a member of the
9 same bargaining unit shall not be used in the evaluation of any member(s) of the
10 bargaining unit.
- 11 4. A general staff meeting shall be scheduled prior to the beginning of formal
12 observations in order to acquaint staff with the process to be followed and answer
13 questions pertaining to the format for the observations, evaluations, and the pre- and
14 post-conferences.
- 15 5. A reassignment to a different grade level (P-K, 1-3, 4-5, 6-8, or 9-12) or subject area,
16 or a transfer to a different building shall be noted on the evaluation record for the first
17 (1st) two (2) years. If an employee is assigned to an area other than that of the
18 employee's professional preparation, it may be indicated by the teacher/educational
19 staff associate on the evaluation record during the pre-conference.
- 20 6. All unsatisfactory and basic evaluation ratings (levels one (1) or two (2)) shall be
21 explained in writing by the evaluator at the time of the final evaluation meeting.
22 Employees with fewer than five (5) years' experience will not be placed on probation
23 based on a level two (2) summative score.
- 24 7. Yearly evaluations of each employee shall be completed no later than May 15.
- 25 8. Comprehensive evaluation will be used under the following circumstances:
- 26 a. A provisional employee shall be evaluated on the comprehensive process.
- 27 b. The comprehensive evaluation process shall be conducted once every six (6)
28 years.
- 29 c. An employee may require that the comprehensive evaluation process be
30 conducted in any give school year.
- 31 d. An evaluator may require that the comprehensive evaluation process be conducted
32 in any given school year. If the employee's and evaluator's choice of evaluation
33 process are in conflict, the comprehensive process shall be use.
- 34 e. Classroom teachers who have scored at levels one (1) or two (2) will be placed on
35 the comprehensive evaluation.
- 36 9. Focused evaluation will be used under the following circumstances:

- a. Classroom teachers who have scored at levels three (3) or four (4) on their annual evaluation and are not scheduled for a comprehensive evaluation on the six (6) year cycle.
 - b. Non-provisional classroom teachers will be evaluated on the focused plan five (5) out of six (6) years unless the evaluator initiates a move to the comprehensive evaluation. This must be communicated to the employee and documented prior to December 15.
10. The focused evaluation process shall be as follows:
- a. One (1) of the eight (8) state evaluation criteria must be proposed by the teacher at the first (1st) pre-evaluation conference and approved by the evaluator.
 - b. If employees choose criterion one (1), two (2), four (4), five (5), or seven (7), they must also complete the student growth components in criterion three (3) or six (6). If the employee chooses criterion three (3), six (6), or eight (8), no other criteria are required.
 - c. The score received on the selected criterion in a focused evaluation is the score assigned as the final summative score only if it is higher than the most recent comprehensive score.
 - d. A group of teachers may choose to collaborate on a shared goal.
 - e. Observations and conferences shall follow the guidelines set forth in the comprehensive evaluation process.
11. For non-provisional employees, the evaluation rotation schedule for the term of this contract shall be contained in the appendices (Appendix X).
12. If the principal wishes to place the employee on the comprehensive evaluation process when the employee is eligible for the focused evaluation process, the principal and the employee shall meet to discuss the reasons for placement on the comprehensive evaluation process, no later than December 15. A TEA representative may be included at the employee's request.
13. Information shall only be included in any evaluation if it has been previously addressed by the assigned evaluator during the evaluation period.
- C. Observation and Evaluation Forms:
1. There shall be separate evaluation instruments for classroom teachers, non-classroom-based certificated instructional staff and educational staff associates.

2. Observation notes will be emailed to the employee. Observation notes and evaluation forms will be discussed with the employee. The evaluation form shall be signed by the employee and the evaluator. A signature by the employee implies only that the employee has had an opportunity to review the written observation notes and the final evaluation form. In signing, the employee does not waive any right to due process, including the use of the grievance procedure.
3. The employee shall have the right to include a written statement or document as an addendum to the evaluation/observation forms if the employee wishes to do so. The statement shall be attached to the evaluation/observation record.
4. The original copy of the completed evaluation packet shall be submitted to the Assistant Superintendent of Human Resources for review and placement in respective personnel files. The second (2nd) copy shall be retained by the evaluator. The third (3rd) copy shall be given to the employee.
5. The only required evaluation form is the summative score sheet, except in cases where the employee is on a plan of improvement/probation.

D. Observations

1. Prior to each formal observation(s) as outlined, an individual pre-conference is required. At this time, the evaluator and the employee will focus on the upcoming observation(s) and share learning targets aligned with the state criteria and instructional framework.
2. All employees newly employed by the District shall be observed within the first (1st) ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes. Observation material must be completed and distributed following the procedures prescribed in C.2 of this section.
3. Third (3rd) year provisional employees will be observed three (3) times during the school year for no less than a total of ninety (90) minutes (RCW 28A.405.100).
4. In addition to the formal observation(s) required herein, the evaluator may make formal observations at any time during the school year, providing the employee has been notified prior to the observation. Observation notes shall be completed following each formal observation. Evaluators are expected to monitor the performance of staff through formal and informal observations. For formal and informal observations, evaluators are expected to give prompt feedback on examples of good teaching, as well as performance issues of concern, regardless of the circumstances in which the issues arose.
5. Employees may provide additional artifacts and evidence for consideration as part of the evaluation process.

6. During the school year each employee shall be observed for the purpose of annual evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. At least one (1) observation will be no less than thirty (30) minutes.
7. A series of observations must be completed within a period of six (6) work days.
8. Within three (3) work days, observation notes shall be provided to the employee per RCW 28A.405.100.
9. Within six (6) work days of the completion of an observation or series of observations, a post-observation conference must be held to share perceptions and identify avenues for continued growth.
10. Non-classroom-based certificated instructional staff and ESAs will use the designated evaluation process tool.

E. Summative Evaluation

1. The purpose of the summative evaluation is to foster ongoing professional growth. Relevant artifacts and evidence will be considered and discussed.
2. The final summative evaluation packet shall be considered completed only after the required observations and conferences have been conducted.
3. A conference between the evaluator and the employee must be held prior to the distribution of the completed evaluation packet copies. The purpose of this conference should be for communication and for signing the completed evaluation packet.
4. Multiple measures rather than a single standardized test will be used as part of a process to evaluate certificated staff performance.

Section 78 – Probation Procedures

An employee placed on probation shall have received and signed a completed unsatisfactory or basic evaluation packet on or before January 15.

When a non-provisional employee's evaluation shows an unsatisfactory rating(s), the employee is not eligible for transfer to a new position or voluntary displacement without the agreement of the Superintendent or designee, Association, and supervisor, and the following procedures shall be followed:

- A. **Step 1:** The evaluator will notify the employee in writing when the employee's rating(s) is (are) unsatisfactory. The evaluator and the employee shall work together to resolve the unsatisfactory condition(s) at this level per RCW 28A.405.100.

- 1 B. **Step 2:** If, in the judgment of the evaluator, the matter is not being resolved at Step 1,
2 then a written recommendation about the situation will be given to the employee and the
3 Assistant Superintendent of Human Resources. That letter shall identify the deficiencies
4 and note steps taken to resolve the problem. Having been so notified of the possibility of
5 being placed on probation, the employee may request a meeting with the appropriate
6 Human Resources Department administrator. The meeting will be held within five (5)
7 days of the request.
- 8 C. **Step 3:** If, in the judgment of the Assistant Superintendent of Human Resources, the
9 matter is not being resolved at Step 1 or Step 2, or if the Assistant Superintendent of
10 Human Resources, after insuring that reasonable efforts have been made to assist the
11 employee, deems the situation to be of such nature that it be referred to the
12 Superintendent immediately, the Assistant Superintendent shall summarize the situation,
13 in writing to the Superintendent, with a copy to the employee.
- 14 D. **Step 4:** If, in the judgment of the Superintendent, the matter has not been resolved at Step
15 2 or 3, and the employee's performance is still deemed unsatisfactory, the Superintendent
16 may either involuntarily transfer the employee or place the employee on probation by
17 following the procedures listed below, unless otherwise provided by law.
- 18 1. The employee may be placed on probation by the Superintendent any time after
19 October 15 for a period of sixty (60) school days and shall be notified in writing
20 of stated areas of deficiencies, along with recommendations for improvement.
21 During the period of probation, the employee may not be transferred from the
22 supervision of original evaluator.
 - 23 2. The original evaluator and an evaluator appointed by the District and agreed to by
24 the Association shall meet with the employee at least twice per month to
25 supervise and make written evaluation of progress of the employee.
 - 26 3. The probationary status may be lifted at any time if satisfactory improvement of
27 stated deficiencies has been documented, but not later than May 15 of each school
28 year.
 - 29 4. Immediately following the completion of a probationary period that does not
30 produce performance changes detailed in the initial notice of deficiencies and
31 improvement program, the employee may be removed from the assignment and
32 placed into an alternative assignment for the remainder of the school year or, at
33 the District's option, be placed on paid leave for the balance of the contract term.
34 This reassignment may not displace another employee, nor may the District's
35 action adversely affect the probationary employee's compensation or benefits for
36 the remainder of the employee's contract year.

ARTICLE XII – ASSIGNMENT AND TRANSFER

The provisions of this Article may be superseded by the rights of employees affected by provisions of Article XIII Layoff and Recall.

Section 79 – Terms

Assignment – The specific position within a building or program that a staff member holds for a school year.

Displacement – The transfer of a District staff member due to a loss of building FTE or a reduction in building/program/categorical allocation. Displaced persons will retain their continuing contract status, pay and benefits.

Open Position – A vacant position, not occupied by an incumbent, for which the site administrator has submitted an Open Position Announcement and which the District intends to fill.

Placement – The appointment of an employee by the Human Resources Department to a position within the bargaining unit.

Position – The building(s), the grade(s) or department(s), the core(s), team(s), and/or subject(s), and any specialty such as, but not limited to, special education, counselor, and librarian, Title I, elementary music, and elementary physical education.

Qualified – An employee shall be qualified for a position as set forth in Chapter 181-82 WAC

Reassignment – A voluntary or involuntary change in assignment within a building or a program by the appropriate administrator.

Transfer – A voluntary change from an employee's current position to an open position in a different building.

Involuntary Transfer – A change not initiated by an employee from an employee's current position to a placement into an open position in a different building.

Section 80 – New School Assignments

- A. On or before April 15 of each year, each principal or program administrator shall distribute an assignment preference form to each employee at a school/program, for the purpose of determining each employee's first (1st), second (2nd), and third (3rd) preference for assignment for the following year. Employees shall have at least five (5) work days to return the form.

- 1 B. Principals or program administrators may involve staff members in determining general
2 assignment or deployment schedules for the upcoming school year, and such teams may
3 create an initial assignment or deployment schedule based on employee preferences.
4 However, the final assignment or deployment schedule is the responsibility of the
5 principal or program administrator. If it becomes necessary to make reassignments due to
6 staffing or student enrollment changes or other building needs, the principal or program
7 administrator will make those assignment decisions based on individual qualifications
8 and/or preferences.
- 9 C. Before assigning or deploying an employee to a position other than one (1) of the
10 preferences selected by the employee, or if the assignment preference form was not
11 distributed to employees and an employee's assignment or deployment is to be changed,
12 the principal/program administrator will first call a meeting of affected employees to
13 examine options. This step is not necessary if an employee did not submit a preference
14 form.
- 15 D. End of Year: Employees shall be notified of the final teaching assignments as soon as
16 possible, but no later than the Friday before the last day of school. If a change is made
17 subsequent to the final notice, employees, including District-deployed staff, affected by
18 the change will be notified of the change and the reason as soon as possible.
- 19 E. Fall: Staff reassigned after the first (1st) day of school will receive up to two (2) days of
20 release time for preparation. Staff unable to utilize release time shall be paid at per diem
21 rate based on the employee's placement on the combined salary scheduled (base + PRS).
22 The District will provide support for moving instructional supplies and materials.
- 23 F. Semester: Staff experiencing changes of assignment, classroom, or subject area at
24 semester will be advised of changes by January 15.
- 25 G. Upon request, the principal/program director will meet with an employee or employees
26 whose assignment(s) have been changed to discuss the reasons for the change(s).
- 27 H. Every effort will be made to avoid requiring a secondary school teacher to teach more
28 than two (2) subject areas, more than three (3) preparations, or any courses outside the
29 area of endorsement, including online classes.
- 30 I. District-deployed employees shall be notified of their assignments for the following
31 school year by the Friday before the last day of school annually. Adjustments due to
32 changes in student placement, academic and behavioral characteristics of students, related
33 service needs, and program location will be made by October 15 annually. In unforeseen
34 circumstances where an extension is necessary, the District will notify the Association
35 with the rationale, and a new deadline will be established. The District will provide the
36 Association with a quarterly report of FTE to caseload ratios for all District-deployed
37 staff. Upon request, said report may be supplied more frequently.

- 1 J. Every effort should be made by the District or building principals to assure that no staff
2 member is reassigned in two (2) consecutive years. When this is not possible, and the
3 District reassigns an employee more than once in two (2) consecutive years, the Principal
4 and the teacher shall agree upon a plan of support, including but not limited to, training,
5 release time, financial support and resources for moving classrooms. Should the Principal
6 and the teacher be unable to agree on a plan, the District and the Association will be
7 available to assist. For purposes of this paragraph, reassignment shall mean reassignment
8 by grade level in elementary and content area in secondary.

9 **Section 81 – General Procedure for Open Positions**

10 For positions which are open, the following apply:

- 11 A. Successful applicants for open positions shall be assigned in accordance with the
12 certification they hold as described by current state regulations.
- 13 B. Staff will participate in the staffing process by assisting in the preparation of position
14 postings, participating in interviews, and making recommendations. The principal will
15 have the responsibility to make the final recommendation to Human Resources.
- 16 C. The District and Association will review all open positions. Postings shall include the
17 reason for the vacancy.
- 18 D. The District will post all positions (by specific job title and duties, specific building
19 locations, specific open and targeted closing dates, and specific contract type) on the
20 District website.
- 21 E. An employee interested in transferring to an open position must complete the online
22 application process on the District website. Employees may indicate their preferred grade
23 levels and buildings on their application. This form will be logged in by date and time,
24 which will be certified by the Human Resources Department.
- 25 F. An open position will be filled within fifteen (15) work days of the establishment of the
26 interview pool unless a waiver is obtained from the Association and District.
- 27 G. The Association may request an appeal in writing to the Assistant Superintendent of
28 Human Resources, to seek clarification regarding the qualification criteria for any open
29 positions. No posted position shall be filled if such an appeal has been filed until such
30 time as the appeal has been resolved.

31 In the event that the District and Association cannot reach agreement regarding the
32 qualification criteria, the District may fill the position on a temporary basis or may revise
33 the qualification criteria and re-advertise the position.

1 H. Any position determined through the grievance process to have been filled contrary to the
2 terms of this contract will be opened within fifteen (15) days of such determination, with
3 the date of transfer of the successful applicant to be at the discretion of the successful
4 applicant and administrator.

5 I. The Human Resources Department will notify the appropriate administrator of the names
6 of the following qualified (those individuals having appropriate endorsements and
7 meeting highly qualified standards where required by the District in accordance with
8 federal and state requirements or with a plan approved by the Assistant Superintendent of
9 Human Resources to achieve highly qualified status) applicants for an interview:

- 10 1. The three (3) most senior applicants defined by the collective bargaining
11 agreement, and
- 12 2. One (1) qualified applicant from the displacement pool, and
- 13 3. An applicant of the District's choice, which could include the temporary
14 incumbent, if applicable (a person presently in the position that was filled after the
15 school year began).

16 Four (4) out of the five (5) interview candidates shall be internal applicants. In the event
17 there are a fewer number of qualified internal candidates in any of the above categories,
18 and fewer than five (5) total, the District may proceed to fill the positions.

19 A good faith effort will be made to place qualified displaced employees before looking to
20 external candidates.

21 J. Upon completion of the interview process, the principal will recommend an applicant for
22 the open position to the Human Resources Department.

23 K. The successful applicant for an open position shall have two (2) days to accept or reject
24 the position. Once an employee accepts a position, said employee may not apply for
25 another open position effective that same school year. Positions obtained under Section
26 84, Displacement, are not restricted by this paragraph.

27 L. The Human Resources Department, in consultation with the appropriate administrator and
28 the employee, will establish the beginning date for the position. Positions opened after
29 October 1 will be filled by a long-term substitute or employee on a replacement contract
30 until the next September, when the successful applicant will begin.

31 M. All employees who are interviewed for an open position will be notified by the Human
32 Resources Department within five (5) work days after the open position has been filled.
33 Such notification shall include the name of the employee selected and the factors which
34 led to the selection.

35 N. On request, the most senior applicant(s) not selected for a position will be notified of the
36 specific reasons in writing. Additionally, if an external candidate is hired over an internal
37 candidate the District will notify the Association of the rationale.

Section 82 – Timeline Procedure for Filling Positions

The District will fill open positions occurring at the following times as described below:

A. Outside the staffing season will run June 21 through February 28. Outside the staffing season positions should be filled using the process in Section 81.I.

B. The staffing season will run March 1 through June 20. During the staffing season positions should be filled using the following process:

1. The Human Resources Department will notify the appropriate administrator of the names of the following qualified (those individuals having appropriate endorsements and meeting highly qualified standards where required by the District in accordance with federal and state requirements or with a plan approved by the Assistant Superintendent of Human Resources to achieve highly qualified status) applicants for an interview:

a. The two (2) most senior applicants defined by the collective bargaining agreement and

b. Two (2) qualified applicants from the displacement pool and

c. An internal applicant of the District's choice, which could include the temporary incumbent,

d. if applicable (a person presently in the position that was filled after the school year began)

The exception to (1c) is that in hard-to-fill positions (referenced in Section 21.E.2) the District's choice may include external candidates.

In the event there are a fewer number of qualified internal candidates in any of the above categories, and fewer than five (5) total, the District may seek external candidates to fill the positions.

C. Once forty percent (40%) of the displaced persons are placed, the open positions may be filled in accordance with Section 81.I.

Section 83 – Supplemental Conditions

A. The District may fill up to five (5) open positions per year based upon extracurricular assignments. Such positions shall be posted pursuant to Section 81, General Procedures for Open Positions, by listing the extracurricular assignment as the open position; such positions shall include full time teaching assignments at the same school.

No employee shall be involuntarily transferred from a school because another employee was transferred into the school based on an extracurricular assignment.

- 1 B. The provisions of this Article shall not be applicable to positions arising after application
2 of Article XIII, Layoff and Recall, of this Agreement.

3 **Section 84 – Displacement**

- 4 A. Displacement means the involuntary transfer of a District staff member due to a loss of
5 building FTE or a reduction in building/program/categorical allocation. Displaced person
6 will retain their continuing contract status, pay, and benefits.
- 7 B. Displacements shall not be made arbitrarily or capriciously but will be based on staffing
8 needs.
- 9 C. Both spring and fall displacements shall be determined by Washington State seniority,
10 using certification and area of endorsement. The District will involuntarily transfer the
11 least senior employee within the staffing category; provided, however, an employee will
12 not be involuntarily transferred if another employee volunteers to transfer.
- 13 D. No member shall be displaced more frequently than once in any 3 consecutive school
14 years. Staff who are in their first 2 years of teaching shall be exempt from displacement.
- 15 E. No member shall be displaced who is currently on a Plan of Improvement.
- 16 F. Upon displacement, the District shall involuntarily transfer staff members to an
17 appropriate placement. Displaced staff will retain the option to apply for other open
18 positions.
- 19 G. Written notification of displacement shall be provided to impacted staff prior to May 15th.
20 Staff subject to displacement after May 15th shall receive written notice by June 30.
- 21 H. Employees who has been displaced shall have the right to return their former position if
22 reinstated, or a position for which they are qualified at the former worksite, for a period
23 of twelve (12) months from the last day of the school year during which they were
24 displaced. In the event that such a position becomes open, the District shall offer the
25 position to the employee. The employee then will have forty-eight (48) hours in which to
26 accept or decline the position. In the event that the employee opts not to return, the
27 employee will only be considered for subsequent openings consistent with the applicable
28 Assignment and Transfer provisions, Article XII, of the Agreement.

29 **Section 85 – Involuntary Transfer**

- 30 A. “Involuntary transfer” means a change not initiated by an employee from an employee’s
31 current position to a placement into an open position in a different building.
- 32 B. Involuntary transfers will not be made arbitrarily or capriciously.

- C. An involuntary transfer may be made in case of categorical funding requirements, unforeseen school closure in whole or in part, change in enrollment (course, grade level or school), reorganization at Central Administration Building, building/program needs, major program changes, or in an emergency situation. The District shall meet with the Association prior to an involuntary transfer.
- D. Any staff member identified as an involuntary transfer shall not have right of return to the staff member's former position or school site and shall be assigned a new placement.
- E. Any employee who has been involuntarily transferred and is not satisfied with the employee's new placement, may apply for open positions pursuant to Article XII, Assignment and Transfer, of this Agreement.

Section 86 – School Closures, Changes in School Attendance Boundaries, or Grade Level Reorganizations between More than One (1) Site

- A. In the event of school closures, boundary changes or grade level reorganization between more than one site, employees will be selected for displacement pursuant to Section 84, Displacement, where applicable. In the event that this section does not apply, the Labor Management Committee will meet on a case-by-case basis.
- B. Employees subject to displacement shall be notified in writing within ten (10) work days following action by the Board. Such notification will be no later than May 1 except in an emergency. Notice will include a list of all schools affected by the Board action and all probable staffing needs at those schools receiving students.
- C. All position openings made available by the Board action will be provided to displaced employees in affected school(s)/site(s) for five (5) workdays.
- D. It is the responsibility of designated displaced employees to apply for open positions for which they are interested and qualified at the sites receiving students pursuant to the Board action.
- E. Qualified employees (those individuals having appropriate endorsements and meeting highly qualified standards) making application will be considered for open or newly created positions at the affected sites. In the event a position is desired by more than one (1) displaced employee, the principals, assisted by appropriate staff, will select the most senior applicant or interview and recommend from the three (3) most senior applicants and an internal applicant of the District's choice as defined by the Collective Bargaining Agreement.
- F. Displaced employees not selected for open positions at receiving schools shall be subject to displacement as set forth in Section 84.

1 G. Available positions for which no displaced employees apply shall be posted and filled in
2 accordance with Section 81, General Procedures for Open Positions.

3 **Section 87 – Opening/Reopening a New School**

4 When a new school is to be opened, the following procedures will be followed:

5 A. The Superintendent shall place on file in the Human Resources Office the proposed
6 organizational plan of the school as soon it is available but no later than March 1.

7 B. The organizational plan shall set forth the number of positions at the new site together
8 with required qualifications for each position.

9 C. Once a principal has been named by the Superintendent, he or she shall establish a core
10 team comprised of current employees selected from the District at large. The core team
11 shall engage in such preparations as needed including the selection of remaining
12 employees to fill available positions as set forth herein.

13 D. All other positions made available by the newly opened school will be made available
14 first (1st) to displaced employees from the school(s)/site(s) transferring students to the
15 new school as set forth in Section 86.

16 E. Available positions for which no displaced employees apply shall be posted and filled in
17 accordance with Section 81, General Provisions for Open Positions.

19 **ARTICLE XIII – LAYOFF AND RECALL**

20 In the event of a staff reduction, the Superintendent's staff shall develop a list of employees to be
21 retained by the District to fill the positions and to provide the services that will be offered by the
22 District for the ensuing school year. The following criteria will be applied in the order in which
23 they are listed to the staff in developing the list of employees to be retained.

24 **Section 88 – Selection of Staffing Categories for Layoff and Recall**

25 Staffing categories for the purpose of reduction in force (RIF) are certification and endorsements
26 held by certificated staff. Official teaching and endorsement certificates date stamped as received
27 by Human Resources prior to March 1 will be valid for planning for staffing for the subsequent
28 school year.

Section 89 – Staffing Categories for Layoff and Recall

A. Teaching Staff - Elementary Level (K-5):

1. Certification: An employee shall possess an appropriate valid Washington state teaching certificate other than a temporary or emergency certificate that authorizes the holder thereof to teach at the elementary level, as per WAC 181.82.
2. Preference for a position of librarian or media specialist will be given to an employee who has successfully completed a program in library/media science or who is in the process of taking/completing such a program.

B. Teaching Staff Middle and High School Levels (6-8; 9-12) – Certification – An employee shall possess an appropriate valid Washington State teaching certificate, other than a temporary or emergency certificate, that authorizes the holder thereof to teach at the secondary level in identified subject areas, as per WAC 181.82.

C. Education Support Associates (Preschool-12)

1. Definition: The Education Support Associates (ESAs) shall include psychologists, counselors, nurses, speech language pathologists, physical therapists, occupational therapists, librarians and other areas of special certification.
2. Certification: An employee shall possess the special credential or certificate and highly qualified status required for the particular position, as per Chapter 181-82 WAC.

D. Special Education Staff (Preschool-12) – Definition – The special education staff shall include teachers of special education and other areas of special certification. An employee must satisfy the qualification criteria for the position required by Chapter 181-82 WAC.

Section 90 – Tie Breakers

- A. Seniority Tie Breaker – When more than one (1) employee qualifies for a position in a staffing category, the employee with the most seniority shall receive the position. Seniority shall be as defined in Section 1.
- B. Preparation Tie Breaker – If two (2) or more employees are tied after applying the seniority tie breaker, then the employee with the greatest number of credits recorded in the Human Resources Department as of October 1 of the current school year shall receive the position.
- C. Final Tie Breaker – If two (2) or more employees are still identical after applying the tie breakers A and B, then layoff shall be by lot.

Section 91 – Layoff

- A. All employees for whom no position is available shall be placed in the District layoff pool. An individual may remain in the layoff pool for no more than two (2) school years (ending August 31) following the employee's layoff.
- B. Notice shall be given in the manner and at the time required by law to every employee who is affected by the layoff. The District shall make every effort to provide the Association with a listing of all employees to be laid off seventy-two (72) hours prior to Board notification.
- C. Performance of employees shall not be a factor in determining the order of layoff.
- D. Under such terms and conditions as may be imposed by the various insurance carriers, individuals in the District layoff pool may continue all or part of their group insurance benefit programs by payment, in advance, of the premiums for such insurance. Arrangements shall be made through Sound Partnership.
- E. All individuals in the layoff pool shall, upon request, be placed on the substitute teacher list following layoff and shall receive priority consideration for substitute assignments.
- F. Individuals in the District's layoff pool shall receive priority consideration for assignment to temporary contracted positions. The acceptance of a temporary contracted position shall not remove the individual from the District layoff pool.

Section 92 – Recall

- A. As positions become available, the District shall reinstate qualified individuals from the layoff pool, using the criteria specified above in Sections 90, Tie Breakers, and 91, Layoff.
- B. The District may hire new employees only where there is no individual in the layoff pool who meets the certification, endorsement and highly qualified standards specified for the available position.
- C. Individuals who obtain additional certification, qualifications, highly qualified status (where applicable), or college preparation while in the layoff pool shall be entitled to update their records with the Human Resources department. An individual in the layoff pool may change the designation of categories during the first (1st) week in December of each year. In filling a vacancy, the most recent category designation and certification, qualification, highly qualified status (where applicable), and college preparation information on file in the Human Resources department shall be determinative.

- 1 D. An individual in the layoff pool shall have twenty-four (24) hours to respond following
2 actual notice by telephone, other electronic media, in person, or in writing of an offer of
3 recall. If the individual fails to respond, the individual's name shall be passed over for the
4 position. If the individual fails to respond a second (2nd) time to an offer of recall, the
5 individual's name shall be placed at the bottom of the seniority list for the layoff pool in
6 the categories designated.
- 7 E. An individual in the layoff pool shall have the right to reject one (1) offer of recall. If an
8 individual in the layoff pool rejects a second (2nd) offer of recall, the individual's name
9 shall be placed at the bottom of the seniority lists for the layoff pool in the categories
10 designated.
- 11 F. Where a position offered for recall has been rejected by all the qualified individuals in the
12 layoff pool, the District shall assign the position to the qualified individual holding the
13 lowest position on the appropriate seniority list. Failure to accept such assignment shall
14 constitute forfeiture of all recall rights.
- 15 G. The District will notify the Association, in writing, of all employment offers made to
16 individuals in the layoff pool and the final outcome of such offers.

17 **Section 93 – Involuntary Transfer Following Layoff**

- 18 A. In completing staff assignments for the school year in which a reduction-in-force
19 occurred, the District will attempt to maintain each employee who is retained in the
20 employee's current school or field or level or position; provided, however, that all
21 employees retained are subject to involuntary transfer within their certification and
22 endorsements.
- 23 B. All authorized positions not held by an incumbent, after application of the criteria, shall
24 be deemed vacant and shall be posted for a period of five (5) days for filling from the
25 retained employees.
- 26 C. At the expiration of the posting period, all applicants among the retained employees shall
27 be considered for the positions for which they applied within the staffing categories
28 previously chosen.

30 **ARTICLE XIV – GRIEVANCE PROCEDURE**

31 **Section 94 – Definition**

32 A grievance is a claim based upon an alleged violation of this Agreement, written District
33 policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an
34 employee by an administrator.

Section 95 – Procedure

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent.

At each step of the grievance procedure, the employee may be accompanied by a designated representative of the Association. Any person(s) employed by the District or Association who might contribute to resolution of the grievance may be requested by the employee and/or the official representative.

If a Level II grievance is not filed within fifty (50) business days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.

A. **Level I** – An employee with a grievance shall discuss the grievance first with the employee's immediate administrator. Every effort shall be made to solve the grievance at this level in an informal manner. An Association representative may be present at the employee's request.

B. **Level II** – In the event that the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate administrator. Within five (5) business days after the written grievance is presented, the administrator shall render a decision thereon, in writing, and present it to the grievant.

C. **Level III** – If the aggrieved employee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five (5) business days after the presentation of the grievance, the employee may file the grievance in writing on the grievance form with the Superintendent, with a copy sent to the immediate administrator and to the Association. The Superintendent or designee shall represent the administration at this level of the grievance procedure. Within five (5) business days after receiving the written grievance, the Superintendent or designee shall establish a meeting date with the aggrieved in an effort to resolve the grievance. If a Level III grievance is not filed in writing with the Superintendent within five (5) business days after a Level II decision has been received in writing, then the grievance shall be waived.

The decision from Level III shall be in writing and delivered to the aggrieved employee. If the aggrieved employee is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within five (5) business days after the meeting with the Superintendent, or designee the employee may file a Level IV grievance.

When a grievance hearing is held at Level III and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the grievant.

1 **D. Level IV**

- 2 1. If the aggrieved is not satisfied with the disposition of the grievance at Level III,
3 the grievant may, within five (5) business days after the decision is rendered,
4 request in writing to the Association with a copy to the Superintendent, that the
5 grievance be submitted to arbitration.

6 Employee/Association Option – At the employee's option, a grievance may be
7 submitted in writing to the Board prior to a request for arbitration, if the aggrieved
8 employee is not satisfied with the disposition of the grievance at Level III, or if no
9 decision has been rendered within five (5) business days after the meeting with
10 the Superintendent designee.

11 The President of the Board shall review the grievance appeal and shall determine
12 whether or not a Board level grievance appeal shall be held. If the Board level
13 grievance appeal is not held, the President of the Board shall reply to the grievant
14 in writing within five (5) days.

- 15 2. The Association may, within ten (10) business days after the receipt of the request
16 for arbitration, submit the grievance to arbitration by so notifying the
17 Superintendent; provided, however, that only those grievances based upon an
18 alleged violation of this Agreement shall be subject to arbitration. If the grievance
19 is submitted to the Board, the Association's time limit for requesting arbitration is
20 suspended until the Board action is completed. If a particular grievance is based
21 upon an alleged violation of this Agreement and unfair and inequitable treatment,
22 then only that portion based upon the alleged violation of this Agreement shall be
23 subject to arbitration.

- 24 3. The Association may request a list of arbitrators from the Federal Mediation and
25 Conciliation Service. The District and the Association will select an arbitrator by
26 alternately striking names from the list until an arbitrator is determined. As an
27 alternative, the Association may submit the grievance to arbitration through the
28 American Arbitration Association (AAA). If the AAA is used, the parties will be
29 bound by the voluntary rules and procedures of the AAA for the selection of the
30 arbitrator.

- 31 4. The arbitrator shall confer promptly with the representatives of the Board and of
32 the Association, review the record of prior meetings and hold such further
33 hearings as deemed necessary.

- 34 5. The arbitrator will have authority to hold hearings and make procedural rules.
35 Findings will be issued within a reasonable time after the date of the close of the
36 hearings or, if oral hearings have been waived, from the date the final statement
37 and evidence are submitted to the arbitrator.

6. The arbitrator's findings shall be submitted in writing as soon as possible to the Board and to the Association and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
7. Any costs for the services of the arbitrator shall be shared equally by the District and the Association.
8. Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or the postponement, unless the District and the Association mutually agree to other arrangements in reaching a settlement to the grievance.

Section 96 – Supplemental Conditions

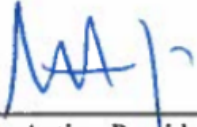
- A. Exclusive representation for a grievant shall be through the Association except for an employee who may elect self-representation.
- B. There shall be no reprisal by the Association, the District or its employees by reason of the involvement of any person in the grievance procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.
- D. A grievance may be lodged by the Association.
- E. Certain grievances which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the immediate administrative supervisor shall be initiated at Level III of the grievance procedure. A copy of the grievance shall be provided to the immediate supervisor.
- F. For certificated employee grievances, the arbitrator shall have no power or authority to rule on any of the following:
 1. The termination of services of or failure to reemploy any provisional employee.
 2. The termination of services or failure to reemploy any employee to a position on supplemental salary schedules.
 3. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect or reduction in force.
- G. Upon request, the Board agrees to provide necessary information to a designated representative of the Association.

AGREEMENT

AGREEMENT

This Agreement is made and entered into between Tacoma School District No. 10, the Tacoma Association of Education Office Professionals, and the Tacoma Association of Public School Professional and Technical Employees.

For Tacoma School District No. 10

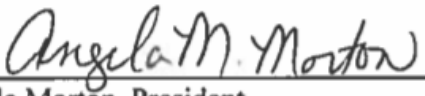


Scott Heinze, Acting President,
Board of Directors



Date

For Tacoma Association of Educational Office Professionals and Tacoma Association of Public School Professional and Technical Employees



Angela Morton, President,
Tacoma Education Association



Date

MEMORANDA OF UNDERSTANDING

MOU Regarding the Transition to the School Employees Benefits Board (SEBB)

TEA PROPOSAL
Memorandum of Understanding regarding
Transition to SEBB
August 28, 2019

3:17 AM

8/28/19

MD

3:18 AM

TA

Between the Tacoma Education Association and Tacoma Public Schools

The parties recognize that the State of Washington is requiring all school employees to participate in the School Employees Benefits Board (SEBB) program, effective January 1, 2020

The parties agree to meet every 10 days beginning September 15, 2019 for the following purposes:

- assess the transition into SEBB
- consider additional benefit plans the district has traditionally offered to employees, such as group legal, tax sheltered annuity plans, AFLAC, and retirement plans
- minimize and mitigate negative impacts on employees
- work to reach solutions on identified challenges or impacts

These meetings will result in mutually agreed upon contract language for the life of the current CBA.

AM
3:18
8/28/19

MOU Regarding Section 23 – Insurance Benefits

Memorandum of Understanding Regarding Section 23 Insurance Benefits

This agreement between Tacoma Public Schools and the Tacoma Education Association clarifies Section 23, Insurance Benefits.

The parties agree to the following:

Section 23 – Insurance Benefits

A. The School Employees Benefit Board (SEBB) Program

Employees will be provided benefits through SEBB:

- Basic Life and Accidental Death and Dismemberment Insurance
- Basic Long-term Disability
- Vision and Dental (including orthodontia if offered)
- Medical Plan

B. District Provided Benefits

If the District offers any additional benefits, the District will offer said plans to TEA members.

C. Eligibility

All employees, including substitute 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 an eligibility year, so long as they maintain an employee/employer relationship.

Any employee who has worked 630 hours in the previous two (2) years and is returning to a similar position(s) will be deemed eligible for benefits.

Employees are responsible for their share of the monthly premium and must keep payments current to maintain benefits, regardless of whether they are working or not.

D. Substitutes


The District will not sever the employee/employer relationship with substitute employees solely to avoid initial or ongoing benefit eligibility.

E. Legislative Changes and Reopeners

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contribution towards elective benefits, or substantially changes the medical coverage provisions, either party may reopen this agreement for negotiations over the changes.

This agreement remains in effect through August 31, 2022.

For the District:




Mike Dinges
District Negotiator,
Human Resources
Tacoma Public Schools

2/21/2020

Date

For Tacoma Education Association:



Angela Morton
President,
Tacoma Education Association

2/21/20

Date

MOU Regarding Section 42 – Professional Growth

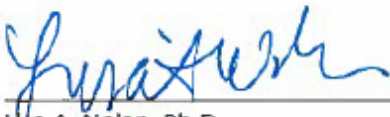
Memorandum of Understanding regarding Section 42

This agreement between Tacoma Public Schools and the Tacoma Education Association clarifies Section 42, Professional Growth.

The parties agree to the following:

The current CBA identifies "District Guided Professional Growth Days shall be required and be included in September in the published calendar." The District and Union agree to allow these two (2) PD days to occur in August or September prior to the start of the school year.

The parties agree to meet and confer should circumstances arise which were not anticipated. The parties agree to address concerns as they arise. This MOU will be in effect through the life of the current contract.



Lisa A. Nolan, Ph.D.
Assistant Superintendent, Human Resources
Tacoma Public Schools

1.9.2020

Date



Angela Morton
President
Tacoma Education Association

1/9/20

Date

MOU Regarding Section 84 - Displacement

MEMORANDUM OF UNDERSTANDING Between Tacoma Public Schools and Tacoma Education Association

The purpose of this memorandum of Understanding is to commemorate in writing an agreement between the Tacoma Public Schools (District) and Tacoma Education Association (TEA)

AGREEMENT:

This agreement between the District and TEA is to clarify displacement language and new hires related to Section 82 of the CBA:

Section 82 (D):

" No member shall be displaced more frequently than once in any (3) consecutive school years. Staff who are in the their first two (2) years of teaching shall be exempt from Displacement"

The above CBA provision does not apply to those hired after October 1st. Staff members may be displaced during the current school year.

The terms of this MOU shall become effective upon signature by all parties below. All other terms of the provisions of the Collective Bargaining Agreement shall remain in effect. This agreement does not set precedent.

This MOU will conclude in June 2020 with the possibility of renewal after both parties have reviewed the practice and agree to extend the MOU.

Tacoma Public Schools



Lisa Nolan, Ph.D.

Assistant Superintendent

1.9.2020
Date

Tacoma Education Association



Angela Morton

President

1/9/20
Date

APPENDICES

Appendix I – Further Agreements

The District and the Association have continued an interest-based approach to negotiations. This process recognizes that there are many issues for which solutions do not necessarily belong in the Agreement but have significant impact on the learning and working environment for students and staff. As a result of the interest-based process used during these negotiations, solutions to mutual concerns were identified. The Agreements reached are as follow:

1. Continue the practice of including building/site staff in the selection of administrators from outside the District.
2. Continue the practice of evaluating the appropriateness of the District seeking a temporary restraining order on behalf of the employee in the event of staff safety concerns.
3. The District and Association will meet with leadership teams from each school designated as an Innovative School, as described in Section 16, Collaboration and Innovation, to develop language that delineates the staffing, budgetary, and professional growth needs each specific school requires to maintain the Innovative designation.

Appendix II – Site-Centered Decision-Making District Team Waiver Request



Tacoma Public Schools SCHOOL-CENTERED DECISION-MAKING DISTRICT TEAM Waiver Request

Process/Timeline

All waivers for the next school year are due on the second Monday of April to the Superintendent's Office. The approval/disapproval will be given in writing by the SCDM Anchors and the schools will be notified by the third Monday of April.

- If the waiver has a **financial impact**, the Chief Financial Officer and appropriate Assistant Superintendent must be consulted prior to submitting the request. A budget, with funding source(s), must be signed by the Chief Financial Officer and attached to the waiver application.
- If the waiver requires a change to the current **student transportation** schedule, the Director of Transportation must be consulted prior to submitting the request. A copy of the student transportation schedule(s) must be approved by the Director of Transportation and attached to the waiver application.
- If the waiver requires a change to the **TEA/TPS collective bargaining agreement**, TEA leadership must be consulted and a copy of the affected pages must be signed by the TEA President and attached to the waiver application.

Application

School _____

Principal/Administrator _____

SCDM Chairperson _____

Type of waiver being requested:

_____ Early Release (time) _____

_____ Alternative Daily Schedule _____ Other

_____ Late Arrival (time) _____

_____ Alternative School Calendar

Please explain details: _____

Period of time that the waiver is being requested:

From (date) _____

To (date) _____

Include actual times and dates for Late Arrival or Early Dismissal.

Attach a copy of the proposed Daily Schedule or School Calendar.

SCDM Waiver Request School/Site Name _____ (Continued)

The information listed below must be provided in detail and in the order requested. Additional sheets can be attached however, each sheet must list the school/site name and should be numbered.

1. Will the waiver impact required instructional contact hours? If yes, how many minutes, hours, days, etc. Will a state waiver be necessary? If yes, explain.
2. Description of the proposed plan.
3. What are the measurable expected outcomes? Please give examples of the assessment tools that will be used to determine improvement in student achievement.
4. Give a description of the professional development plan that supports the waiver focus.
5. Explain how the waiver aligns with your building SIP plan or accreditation process.
6. What process was used by the site/school to come to a consensus? Please list the individuals who were involved in developing the waiver.
7. What is your parent communication plan, i.e. does it include parents, members of the community and, when appropriate, student input? How did you involve the school community in arriving at this request (i.e. surveys, etc.)? Attach the results of any surveys used.
8. List the financial impact of this waiver.
9. List any impact or proposed change to the collective bargaining agreement.

Description

Amount

TOTAL _____

Principal/Administrator's signature Date

SCDM Chairperson's signature Date

Assistant Superintendent's signature Date

RECOMMENDATION

___APPROVED ___DENIED

TPS Signature Date

TPS Signature Date

TEA Signature Date

Appendix III – 2019-2020 Salary Schedule

2019-2020 Teachers Salary Schedule Effective 09/01/2019

Year	Pay Step	01	02	03	04	06	7A	9	1A	3A	13
0		BA	BA +15	BA +30	BA +45	BA +90	MA+0	BA +135	MA +45	MA +90	PHD
		Base	52,730	53,221	53,709	54,551	57,430	63,116	64,551	67,373	69,281
		Responsibility and Incentive	2,373	2,395	2,417	2,455	2,840	2,806	2,903	3,032	3,118
		TOTAL CONTRACTED SALARY	55,103	55,616	56,126	57,006	60,014	65,956	67,403	70,405	72,399
	1	District Guided Professional Growth (14 hours)	571	577	582	591	622	684	699	730	751
		Technology Professional Growth (7 Hours)	286	288	291	296	311	338	349	365	375
1		Self-Selected Professional Growth (14 hours)	571	577	582	591	622	684	699	730	751
		TOTAL SALARY AVAILABLE	56,531	57,058	57,581	58,484	61,569	67,666	69,150	72,230	74,276
		Base	53,220	53,597	55,032	56,948	59,880	63,610	66,892	69,775	71,753
		Responsibility and Incentive	2,395	2,412	2,476	2,563	2,862	2,917	3,010	3,140	3,229
		TOTAL CONTRACTED SALARY	55,615	56,009	57,508	59,511	62,575	66,472	69,902	72,915	74,982
	2	District Guided Professional Growth (14 hours)	577	581	596	617	649	702	725	756	778
2		Technology Professional Growth (7 Hours)	288	290	298	309	324	345	362	378	389
		Self-Selected Professional Growth (14 hours)	577	581	596	617	649	702	725	756	778
		TOTAL SALARY AVAILABLE	57,057	57,461	58,998	61,054	64,197	68,195	71,714	74,805	76,927
		Base	54,028	55,457	56,878	58,814	61,757	63,882	68,618	71,561	73,521
		Responsibility and Incentive	2,431	2,496	2,560	2,647	2,779	2,875	3,088	3,220	3,308
		TOTAL CONTRACTED SALARY	56,459	57,953	59,438	61,461	64,536	66,757	71,706	74,781	76,829
3		District Guided Professional Growth (14 hours)	586	601	616	637	669	722	744	776	797
		Technology Professional Growth (7 Hours)	293	300	308	319	335	346	361	388	398
		Self-Selected Professional Growth (14 hours)	586	601	616	637	669	722	744	776	797
		TOTAL SALARY AVAILABLE	57,924	59,455	60,978	63,054	66,209	68,487	73,566	76,721	78,821
		Base	55,322	56,727	58,166	60,090	62,972	64,985	69,704	72,590	74,517
		Responsibility and Incentive	2,489	2,553	2,617	2,704	2,834	2,924	3,050	3,137	3,353
4		TOTAL CONTRACTED SALARY	57,811	59,280	60,783	62,794	65,806	67,909	72,841	75,857	77,870
		District Guided Professional Growth (14 hours)	600	615	630	651	682	704	735	755	787
		Technology Professional Growth (7 Hours)	300	307	315	326	341	352	367	393	404
		Self-Selected Professional Growth (14 hours)	600	615	630	651	682	704	735	755	787
		TOTAL SALARY AVAILABLE	59,311	60,817	62,358	64,422	67,511	69,669	74,729	77,824	79,890
		Base	57,130	58,556	59,979	61,884	64,741	66,657	69,504	74,261	76,165
5		Responsibility and Incentive	2,571	2,635	2,699	2,785	2,913	3,000	3,128	3,213	3,427
		TOTAL CONTRACTED SALARY	59,701	61,191	62,678	64,669	67,654	69,657	72,632	77,603	79,592
		District Guided Professional Growth (14 hours)	619	635	650	671	702	722	753	774	805
		Technology Professional Growth (7 Hours)	310	317	325	335	351	361	377	387	413
		Self-Selected Professional Growth (14 hours)	619	635	650	671	702	722	753	774	805
		TOTAL SALARY AVAILABLE	61,249	62,778	64,303	66,346	69,409	71,462	74,515	79,615	81,655

2019-2020 Teachers Salary Schedule
Effective 09/01/2019

Year	Pay Step	01	02	03	04	06	7A	9	1A	3A	13
		BA	BA +15	BA +30	BA +45	BA +90	MA+0	BA +135	MA +45	MA +90	PHD
5	6	Base	58,927	60,342	61,754	63,646	66,471	71,184	73,071	75,898	77,786
		Responsibility and Incentive	2,652	2,715	2,779	2,864	3,076	3,203	3,288	3,415	3,500
		TOTAL CONTRACTED SALARY	61,579	63,057	64,533	66,510	69,462	74,387	76,359	79,313	81,286
		District Guided Professional Growth (14 hours)	639	654	669	690	720	771	792	823	843
		Technology Professional Growth (7 Hours)	319	327	335	345	360	386	396	411	421
6	7	Self-Selected Professional Growth (14 hours)	639	654	669	690	720	771	792	823	843
		TOTAL SALARY AVAILABLE	63,176	64,692	66,206	68,235	71,262	76,315	78,339	81,370	83,393
		Base	61,284	62,698	64,118	65,996	68,826	73,544	75,427	78,257	80,139
		Responsibility and Incentive	2,758	2,821	2,885	2,970	3,097	3,309	3,394	3,522	3,606
		TOTAL CONTRACTED SALARY	64,042	65,519	67,003	68,966	71,923	76,853	78,821	81,779	83,745
7	8	District Guided Professional Growth (14 hours)	664	679	695	715	746	797	817	848	868
		Technology Professional Growth (7 Hours)	332	340	347	358	373	398	409	424	434
		Self-Selected Professional Growth (14 hours)	664	679	695	715	746	797	817	848	868
		TOTAL SALARY AVAILABLE	65,702	67,217	68,740	70,754	73,788	78,845	80,864	83,899	85,915
		Base	63,020	64,417	65,815	67,687	70,487	75,151	77,015	79,823	81,688
8	9	Responsibility and Incentive	2,836	2,899	2,962	3,046	3,172	3,382	3,466	3,592	3,676
		TOTAL CONTRACTED SALARY	65,856	67,316	68,777	70,733	73,659	78,533	80,481	83,415	85,364
		District Guided Professional Growth (14 hours)	683	698	713	734	764	814	835	865	885
		Technology Professional Growth (7 Hours)	341	349	357	367	382	407	417	433	443
		Self-Selected Professional Growth (14 hours)	683	698	713	734	764	814	835	865	885
9	10	TOTAL SALARY AVAILABLE	67,563	69,061	70,560	72,568	75,569	80,568	82,568	85,578	87,577
		Base	65,349	66,747	68,150	70,017	72,817	77,487	79,353	82,153	84,019
		Responsibility and Incentive	2,941	3,004	3,067	3,151	3,277	3,361	3,571	3,697	3,781
		TOTAL CONTRACTED SALARY	68,290	69,751	71,217	73,168	76,094	80,847	82,924	85,850	87,800
		District Guided Professional Growth (14 hours)	708	723	739	759	789	840	860	890	911
9	10	Technology Professional Growth (7 Hours)	354	362	369	379	395	420	430	445	455
		Self-Selected Professional Growth (14 hours)	708	723	739	759	789	840	860	890	911
		TOTAL SALARY AVAILABLE	70,060	71,559	73,064	75,065	78,067	83,074	85,074	88,075	90,077
		Base	67,687	69,084	70,487	72,351	75,151	79,823	81,688	84,489	86,359
		Responsibility and Incentive	3,046	3,109	3,172	3,256	3,382	3,466	3,676	3,802	3,886
9	10	TOTAL CONTRACTED SALARY	70,733	72,193	73,659	75,607	78,533	83,415	85,364	88,291	90,245
		District Guided Professional Growth (14 hours)	734	749	764	784	814	865	885	916	936
		Technology Professional Growth (7 Hours)	367	374	382	392	407	433	443	458	468
		Self-Selected Professional Growth (14 hours)	734	749	764	784	814	865	885	916	936
		TOTAL SALARY AVAILABLE	72,568	74,065	75,569	77,567	80,568	85,578	87,577	90,581	92,585

2019-2020 Teachers Salary Schedule
Effective 09/01/2019

Year	Pay Step	01	02	03	04	06	7A	9	1A	3A	13
		BA	BA +15	BA +30	BA +45	BA +90	MA+0	BA +135	MA +45	MA +90	PHD
10	11	Base	70,017	71,417	72,817	74,686	77,487	79,353	82,153	84,019	88,690
		Responsibility and Incentive	3,151	3,214	3,277	3,361	3,487	3,571	3,697	3,781	3,991
		TOTAL CONTRACTED SALARY	73,168	74,631	76,094	78,047	80,974	82,924	85,850	87,800	92,681
		District Guided Professional Growth (14 hours)	759	774	789	809	840	860	890	911	961
		Technology Professional Growth (7 Hours)	379	387	395	405	420	430	445	455	481
11	12	Self-Selected Professional Growth (14 hours)	759	774	789	809	840	860	890	911	961
		TOTAL SALARY AVAILABLE	75,065	76,566	78,067	80,070	83,074	88,075	90,077	93,079	95,084
		Base	72,351	73,752	75,151	77,015	79,823	81,688	84,489	86,359	89,159
		Responsibility and Incentive	3,256	3,319	3,382	3,466	3,592	3,676	3,802	3,886	4,012
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	80,481	83,415	85,364	88,291	90,245	93,171
12	13	District Guided Professional Growth (14 hours)	784	799	814	835	865	885	916	936	966
		Technology Professional Growth (7 Hours)	392	400	407	417	433	443	458	468	483
		Self-Selected Professional Growth (14 hours)	784	799	814	835	865	885	916	936	966
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	82,568	85,578	90,581	92,585	95,586	97,584
		Base	72,351	73,752	75,151	79,353	82,153	84,019	86,820	88,690	91,490
13	14	Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,781	3,907	3,991	4,117
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	87,800	90,727	92,681	95,607
		District Guided Professional Growth (14 hours)	784	799	814	860	890	911	941	961	991
		Technology Professional Growth (7 Hours)	392	400	407	430	445	455	470	481	496
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	911	941	961	991
14	15	TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	90,077	93,079	95,084	98,085
		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	91,490	93,355
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,432
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	95,996	98,493
		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	534
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	105,593
		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	95,690	98,493
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,432
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	99,996	104,874
		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	534
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	107,594
		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	95,690	98,493
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,432
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	99,996	104,874
		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	534
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	107,594
		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	95,690	98,493
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,432
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	99,996	104,874
		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	534
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	107,594
		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	95,690	98,493
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,432
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	99,996	104,874
		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	534
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,067
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	107,594

2019-2020 Teachers Salary Schedule
Effective 09/01/2019

Year	Pay Step	01	02	03	04	06	7A	9	1A	3A	13
15		BA	BA +15	BA +30	BA +45	BA +90	MA+0	BA +135	MA +45	MA +90	PHD
		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	95,690	100,358
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,516
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	102,925	104,874
		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,088
16		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	544
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,088
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	107,594
		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	95,690	100,358
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,516
17		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	102,925	104,874
		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,088
		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	544
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,088
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	107,594
18		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	95,690	100,358
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,516
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	102,925	104,874
		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,088
		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	544
19		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,088
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	107,594
		Base	72,351	73,752	75,151	79,353	82,153	86,359	89,159	95,690	100,358
		Responsibility and Incentive	3,256	3,319	3,382	3,571	3,697	3,886	4,012	4,306	4,516
		TOTAL CONTRACTED SALARY	75,607	77,071	78,533	82,924	85,850	90,245	93,171	102,925	104,874
20		District Guided Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,088
		Technology Professional Growth (7 Hours)	392	400	407	430	445	468	483	518	544
		Self-Selected Professional Growth (14 hours)	784	799	814	860	890	936	966	1,037	1,088
		TOTAL SALARY AVAILABLE	77,567	79,069	80,568	85,074	88,075	92,585	95,586	102,588	107,594
		Base	75,969	77,441	78,908	83,321	86,261	90,677	93,617	100,474	105,376
		Responsibility and Incentive	3,419	3,485	3,551	3,749	3,882	4,080	4,213	4,521	4,742
		TOTAL CONTRACTED SALARY	79,388	80,926	82,459	87,070	90,143	94,757	97,830	104,995	110,118
		District Guided Professional Growth (14 hours)	823	839	855	903	935	983	1,015	1,089	1,142
		Technology Professional Growth (7 Hours)	412	420	428	451	467	491	507	544	571
		Self-Selected Professional Growth (14 hours)	823	839	855	903	935	983	1,015	1,089	1,142
		TOTAL SALARY AVAILABLE	81,446	83,024	84,597	89,327	92,480	97,214	100,367	107,717	112,973

Appendix IV – Employee Personal Property Loss/Damage Claim Form and Instructions



Employee Personal Property Loss/Damage Claim Form Instructions

1. The loss or damage must be reported to Tacoma Police within 48 hours of the incident and a copy of the Police Report must be provided to the principal/supervisor within 48 hours of the incident or the claim will be denied.
2. The claim must be submitted on the District form and must be provided to the Risk Manager within the number of days specified by the employee's Collective Bargaining Agreement or the claim will be denied. Certificated staff must submit the claim within 30 days of the incident, ParaEducators must submit their claim within 15 days.
3. The employee is required to submit the following documents with the Claim Form:
 - a. **For vehicle damage:** Include a copy of repair estimate or bill, insurance policy Declarations page showing the deductible amount, and a copy of the Police Report.
 - b. **For items stolen or damaged:** Include a copy of the original purchase receipt showing the price of the item, a copy of the repair bill or estimate, a copy of the employees' homeowners insurance policy Declaration page showing the deductible amount. (If the original purchase receipt is not available, a written price quote from the store or a receipt for replacing the items and a statement of the age of the original items will be adequate.)
4. The District may, at the District's discretion, require an employee to show additional evidence of theft or damage.
5. Reimbursement is limited to a maximum of \$1,000 per occurrence or as stated in the applicable Collective Bargaining Agreement. An employee's personal insurance policy is primary coverage and the District will reimburse the employee for their deductible ONLY, not to exceed \$1,000. If the employee does not have insurance the District will reimburse the actual repair expense amount up to \$1,000.
6. For further information please refer to the employee's Collective Bargaining Agreement and District Policy 6540 and 6540R.

Last Updated: 1/31/12

Tacoma School District No. 10
Employee Personal Property Loss/Damage Claim Form



Employee Name _____ Employee ID# _____
Mailing Address _____ City _____ Zip _____
Work Location / Bargaining Group _____

Date of Loss _____ Time of Loss _____ Location of Loss _____

Property Description

Date of Purchase _____ Purchase Cost (Include copy of receipt or repair estimate) _____

Name of Insurance Company _____
Please include a copy of insurance policy showing deductible amount.

Describe how damage/loss occurred...

Reported to: ☐ Police Report _____ ☐ Principal/Administrator _____ Date Reported _____
Police No. _____

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof.

Employee Signature Title Date

PRINCIPAL/ADMINISTRATOR RECOMMENDATION

☐ APPROVE ☐ DISAPPROVE REASON _____

Principal / Administrator Signature Title Date

Claims Manager Signature Date

AMOUNT TO BE PAID	
\$	_____

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against Tacoma School District No. 10 and that I am authorized to authenticate and certify to said claim.

Company	Accounting Unit	Account	Amount
10	97000.68.012	5737	\$ _____

Accounting Control	Payment Date
_____	_____

**SUBMIT ORIGINAL TO DISTRICT CLAIMS MANAGER (CAB - 4th Floor);
RETAIN ONE COPY FOR YOUR FILES**

Director of Financial Services

Appendix V – Waiver of Class Size Limits Form, Grades 6-12



CLASS SIZE FORM

Teacher:	School:
Grade:	Today's Date:
Elementary: Number of students in class	Elementary: Number of students over cap
Secondary: Please list all class periods and student count in each:	
Secondary: Number of students over cap in each class:	
Select an option for remedy (check one): <div style="display: flex; justify-content: space-around;"> <div> <input type="checkbox"/> Option 1 - Add certificated staff <input type="checkbox"/> Option 3A - Pay stipend </div> <div> <input type="checkbox"/> Option 2 - Create additional section <input type="checkbox"/> Option 3B - Grant release time </div> </div>	
If requesting stipend: <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> \$500 <input type="checkbox"/> \$650 </div>	If requesting release time: <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> 3 days <input type="checkbox"/> 4 days </div>

Approvals:

Teacher Signature:	Date:
Principal Signature:	Date:
Level Director Signature:	Date:
Human Resources Labor Relations Signature:	Date:

Note: Per the CBA, if option 1 or 2 are not implemented by the fifth day of the submission of this form, the solution shall default to option 3.

Appendix VI – Request for Peer Review of Individual Workload Equity Form



Requests are to be submitted to the Assistant Superintendent, Human Resources.
Copies are also to be submitted to the Association and the employee's supervisor.

To be completed by employee	
Date Requested: _____	
Requester: _____	
School / Department: _____	
Positions impacted: _____	
Participants necessary to solve the problem: _____	
Brief statement of the issue(s) to be resolved: _____	
To be completed by Human Resources	
Date Received: _____	Designation of Committee completed: _____
Committee Meeting Scheduled: _____ <small>within 7 days of receipt</small>	Meeting Date: _____
Participants necessary to solve the problem: _____	
Deputy Supt. / Designee: _____	
Asst. Supt. HR / Designee: _____	
Program Director: _____	
Association UniServ Rep: _____	
District Appointees: _____	
Association Appointees (Peers): _____	
Others : _____	
Requests for information sent to: _____ Responses to information requests due: _____	
— Disposition —	
Timeline extensions made: _____ Recommendations due: _____	
Recommendations forwarded to Asst Supt HR or Designee: _____	
Recommendations approved: yes / no	
If committee recommendations not approved – recommended actions: _____	
Statement and date of resolution: _____	
Timeline for implementation: _____	
Were the conclusions of the committee unanimous? Y/N if No, dissenting opinions listed.	
Assistant Superintendent Human Resources - Signature: _____	

Attach additional sheets as necessary.

Appendix VII – Continuing Contract

TACOMA PUBLIC SCHOOLS Contract

It is hereby agreed by and between the **Board of Directors of Tacoma School District No. 10**,
Pierce County, Washington, hereinafter called the District and

Name: (Hereinafter called the Employee)
Empl Nbr:
Position: Non-Supervisory Certificated Position
Contract Year:
*Contract days: (prorated if starting after start of school year)
FTE:

That this contract is subject to the laws of the state of Washington and that the Employee shall teach and/or perform other assigned services in the public schools of said District, and perform such duties as are prescribed by the laws of the state of Washington and by the policies, rules and regulations of said District, for the number of days during the school year indicated, exclusive of holidays and vacation periods, at the above contract salary, payable in accordance with personnel policies and regulations of said District. The position of said Employee shall be that indicated, with it being understood that said Employee shall be subject to assignment, reassignment or transfer of duties by the District.

This contract does not become effective until said Employee registers a valid teaching certificate and any other required credential with the District Human Resources Office, and there has been successful completion of a criminal background check.

Compensation will be based upon an individual's appropriate placement on the salary schedule for non-supervisory certificated staff set by the terms and conditions of the Collective Bargaining Agreement between the Tacoma Education Association and the Tacoma School District. Salary schedule placement (and in turn compensation) is subject to verification of education and experience. During the term of this contract, compensation is subject to change based upon any change in the salary schedule agreed to by the Tacoma Education Association and the Tacoma School District, or if the individual provides sufficient documentation that their experience, education, and/or endorsement/certification areas has increased warranting a change in placement on the salary schedule. Compensation shall be subject to adjustment by the District as necessary to reflect underpayment or overpayment due to clerical or other errors in the computation of the individual's proper placement on the salary schedule.

This contract is offered for acceptance by the Employee only on the terms stated herein. If the contract is not signed by the Employee and returned to the Human Resources Office of Tacoma School District No. 10 within ten (10) calendar days of the date hereof, the Employee shall be deemed to have waived any and all rights to employment by the District.

*Contracted days, as well as other terms of this contract, shall be subject to the terms and conditions of any agreement between the District and the exclusive bargaining representative.

By order of the Board of Directors



Carla J. Sahrno,
Superintendent

Employee's Signature Date

Sign and return one copy to the Human Resources Office within ten (10) calendar days of receipt.
Retain the second copy for your records.

TACOMA SCHOOL DISTRICT NO. 10
Professional Responsibility Supplemental Contract

This Supplemental Employment contract is made between the Tacoma School District No. 10 and for the 2014-2015 school year. In accordance with RCW 28A.400.200(4) and RCW 28A.405.240 and the collective bargaining agreement between the District and the Tacoma Education Association, the District agrees to pay the above-named Employee an incentive for performing additional professional services required of all certificated contract staff outside of the base contract and supplemental work days. These services must be provided at a professionally responsible level consistent with Project Quality Standards, and include, but are not limited to:

- (1) attendance on the day before the first student day of the year and at the conference/semester day;
- (2) preparation of the classroom or work spaces during the school year for quality instruction or support of instruction;
- (3) conference with parents and/or students;
- (4) preparation for and attendance at reasonable building activities, such as open houses, curriculum nights, parent education nights, school and community functions, student orientation and concerts;
- (5) participation in self-reflection, goal setting and related professional growth activities, such as workshops, classes, conferences, seminars or research projects;
- (6) participation in a reasonable and equitable number of grade level, department, building, job-alike and/or District committees, task forces, processes and activities.
- (7) planning for instruction and curriculum, the evaluation of student's work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, participation in a reasonable and equitable number of IEP and Section 504 meetings, and communicating with the parents and students.

Compensation for these additional responsibilities is determined by the Employee's placement on the negotiated Professional Responsibility Stipend Schedule. If part-time, the Employee will receive a pro-rata share of the stipend based on the Employee's full-time equivalency (FTE). Payment shall be made in twice-monthly installments throughout the contract year, in accordance with District payroll procedures.

The Employee shall document the completion of these activities on the District's payroll system. The Employee shall be responsible for documentation of Professional Stipend activities. In the event Employee's Professional stipend is audited by federal, state, or District auditors, the Employee shall provide such documentation demonstrating that the work was performed. In the event the Employee does not verify the activities, Employee's pay shall be adjusted in accordance with the collective bargaining agreement. The Employee agrees that any compensation owed for Professional Stipend activities shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of the compensation.

This is not a continuing contract within the scope of RCW 28A.405.210.

This contract is offered for acceptance by the Employee only on the terms stated herein. If it is not signed by the Employee and returned to the Human Resources Office of the Tacoma School District No. 10 without modification within ten (10) calendar days of the date hereof, the Employee shall be deemed to have waived any and all rights to the Professional Responsibility compensation set out in this agreement.



Carla J. Santorno,
Superintendent

Employee's Signature

Date

Sign and return one copy to the Human Resources Office within ten (10) calendar days of receipt. Retain the second copy for your records.

Appendix VIII – Supplemental Contract

Issue Date

TACOMA PUBLIC SCHOOLS SUPPLEMENTAL CONTRACT

It is hereby agreed that: _____ ID#: _____

Shall be assigned to supplemental duty for the school year: **2014-2015**

and shall receive a stipend as indicated below:

Position: _____ Stipend: _____

Location: _____ Effective date: _____

Services to be rendered

AS NEEDED TO FULFILL RESPONSIBILITIES OF ABOVE POSITION

This supplemental contract is in accordance with the supplemental contract law RCW 28A.405.240.

In the event insufficient students turn out for the season/activity identified herein or continue to turn out during the season to justify the program, in the opinion of the appropriate administrator, the program may be eliminated. In the event the program is eliminated, the stipend shall be reduced and the amount stated shall be prorated in the ratio that the portion of the season/activity during which the program is conducted bears to the total.

By order of the Board of Directors
Tacoma School District No. 10
Tacoma, Washington

<signature on file>

Carla J. Santorno,
Superintendent

Employee's Signature

Date

Name School

Appendix IX – Discrimination Complaint Form

Tacoma Public Schools Discrimination Complaint Form

Tacoma School District No. 10 commits itself to nondiscrimination in all its education and employment activities. Specifically, the District prohibits discrimination based on race; religion; creed; color; national origin or ancestry; sex; gender identity or expression; sexual orientation; age; pregnancy; marital or veteran status; the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. The district also prohibits the use of racial, ethnic, and/or sexual slurs, including sexual harassment.

I was discriminated based on the following protected class(es):

- ☐ Age
- ☐ Color
- ☐ Creed
- ☐ Gender Identity or Expression
- ☐ Marital Status
- ☐ National Origin or Ancestry
- ☐ Pregnancy
- ☐ Race
- ☐ Religion
- ☐ Sensory, Mental, or Physical Disability
- ☐ Sex
- ☐ Sexual Orientation
- ☐ Use of a Trained Dog Guide/Service Animal by a Person with a Disability
- ☐ Veteran Status

Complainant Name:

Date:

Work Location:

Telephone (Home/Work/Cell):

Alleged harasser(s)/individual(s) alleged to be engaging in discrimination:

Complaint:

See also: Nondiscrimination Policy 5265, Nondiscrimination Regulation 5265R, Sexual Harassment Policy 5266

Return completed form to: Human Resources Office

Rev. 11/1/15

Tacoma Public Schools
Discrimination Complaint Form

Resolution requested:

List witnesses or others involved in the complaint (Please list contact information for each, if known.):

Signature of complainant

Date

Date received:

Received by:

See also: Nondiscrimination Policy 5265, Nondiscrimination Regulation 5265R, Sexual Harassment Policy 5266

Return completed form to: Human Resources Office

Rev. 11/1/15

Appendix X – Six-Year Evaluation Schedule

EVALUATION DESIGNATION FOR A SIX-YEAR CYCLE

Last Name	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
A-D	Focused	Focused	Focused	Focused	Focused	Comprehensive
E-G	Comprehensive	Focused	Focused	Focused	Focused	Focused
H-K	Focused	Comprehensive	Focused	Focused	Focused	Focused
L-O	Focused	Focused	Comprehensive	Focused	Focused	Focused
P-Sm	Focused	Focused	Focused	Comprehensive	Focused	Focused
Sn-Z	Focused	Focused	Focused	Focused	Comprehensive	Focused

Appendix XI – School Year Calendars 2019-2023

Tacoma Public Schools 2019-20 School Year Student Calendar

Updated 7/29/19

2nd Labor Day Holiday

3rd District Data Day (no school)

4th Teacher Workshop Day
(no school)

5th First Student Day

10th Kindergarten Start Date

18 days

SEPTEMBER 19

S	M	T	W	Th	F	S
1	H	D	N	SS	6	7
8	9	KS	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 19

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	D	12
13	14	15	*16	E	E	19
20	21	22	23	24	25	26
27	28	29	30	31		

11th District Data Day
(no school)

16th Elementary Conferences
*Early Release grades K-5

17th, 18th All Grades Conferences

Early Release grades K-12

25th Kindergarten Data Day
*No school for Kindergarten
students only

22 days

11th Veterans' Day Holiday

27th, 28th, 29th
Thanksgiving Break

17 days

NOVEMBER 19

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	H	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	H	H	H	30

DECEMBER 19

S	M	T	W	Th	F	S
1	*2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	N	H	H	N	N	28
29	N	H				

2nd Elementary Trimester Break
*No school for elementary
students only

3rd Second Elementary trimester
begins

Dec 23 – Jan 3 Winter Break/
No school

14 days – elementary students
15 days – secondary students

1st New Year's Day

6th School resumes

20th Martin Luther King Jr. Day

30th Secondary Semester Break
*No school for middle and
high school students

31st District Data Day (no school)

18 days – elementary students
17 days – secondary students

JANUARY 20

S	M	T	W	Th	F	S
			H	N	N	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28	29	*30	D	

FEBRUARY 20

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	S	15
16	H	18	19	20	21	22
23	24	25	26	27	28	29

3rd Second semester begins

14th Snow make-up day

17th Presidents' Day Holiday

18 days

12th, 13th All Grades Conferences
Early Release for all
Students

16th Third Elementary trimester
begins

22 days

MARCH 20

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	E	E	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 20

S	M	T	W	Th	F	S
			1	2	3	4
5	N	N	N	N	N	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	D	28	29	30		

6th – 10th Spring Break

27th District Data Day
(no school)

16 days

22nd Snow make-up day

25th Memorial Day Holiday

19 days

MAY 20

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	S	23
24	H	26	27	28	29	30
31						

JUNE 20

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	E	S	S	19	20
21	22	23	24	25	26	27
28	29	30				

16th Last Day of School/
Early Release

17th, 18th Snow make-up days,
if needed

12 days

D = District Data Day (no school) H = Holiday (no school) N = Non-School Day SS = School Starts

KS = Kindergarten Start Date E = Early Release S = Snow Make-Up Day

Tacoma Public Schools 2020-21 School Year Calendar

DRAFT
Pending SBE Approval

1st – 2nd
District Guided Professional Growth
Days (no school)

3rd District Data Day (no school)
7th Labor Day Holiday
8th PRS Day 1 (no school)
9th First Student Day
14th Kindergarten Start Date

19 work days & 1 PRS day;
16 student days

SEPTEMBER 20						
S	M	T	W	Th	F	S
		PG	PG	D	N	5
6	H	P	SS	10	11	12
13	KS	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 20						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	*14	E	E	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

14th Elementary Conferences
*Early release grades K-5

15th-16th All Grades Conferences
*Early Release grades K-12

22 work & student days

4th District Data Day (no school)

11th Veterans' Day Holiday

25th, 26th, 27th
Thanksgiving Break

17 work days; 16 student days

NOVEMBER 20						
S	M	T	W	Th	F	S
1	2	3	D	5	6	7
8	9	10	H	12	13	14
15	16	17	18	19	20	21
22	23	24	N	H	H	28
29	30					

DECEMBER 20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	*7	8	9	10	11	12
13	14	15	16	17	18	19
20	N	N	N	H	H	26
27	N	N	N	H		

7th Elementary Trimester Break
*Elementary PRS Day, no school
for elementary students only

8th 2nd elementary trimester begins

Dec 21 – Jan 1 Winter Break/
No school

13 days – Elementary students;
elementary work days + 1 PRS Day
14 days – Secondary students, work
days

1st New Year's Day

4th School resumes

18th Martin Luther King Jr. Day

19 work & student days

JANUARY 21						
S	M	T	W	Th	F	S
					H	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	H	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 21						
S	M	T	W	Th	F	S
	1	2	3	4	*5	6
7	8	9	10	11	S	13
14	H	16	17	18	19	20
21	22	23	24	25	26	27
28						

5th Secondary Semester Break
*Secondary PRS Day, no school
for secondary students only

8th 2nd semester begins

12th Snow make-up day

15th Presidents' Day Holiday

18 days – Elementary students, work
days
17 days – Secondary students,
secondary work days + 1 PRS Day

11th – 12th All grades conferences
Early Release for all
students

15th 3rd elementary
trimester begins

23 work & student days

MARCH 21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	E	E	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 21						
S	M	T	W	Th	F	S
				1	2	3
4	N	N	N	N	N	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5th – 9th Spring Break

17 work & student days

28th Snow make-up day

31st Memorial Day Holiday

19 work & student days

MAY 21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	S	29
30	H					

JUNE 21						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	E	S	S	24	25	26
27	28	29	30			

21st Last Day of School/
Early Release

22nd, 23rd
Snow make-up days,
if needed

15 work & student days

PG = Professional Growth Days (no school) D = District Data Day (no school) N = Non-School Day H = Holiday (no school) P = PRS Day (no school)
SS = School Starts KS = Kindergarten Start Date E = Early Release S = Snow Make-Up Day

Tacoma Public Schools 2021-22 School Year Calendar

DRAFT
Pending SBE Approval

Aug 31st – Sept 1
District Guided Professional Growth
Days (no school)

2nd District Data Day (no school)
6th Labor Day Holiday
7th PRS Day 1 (no school)
8th First Student Day
13th Kindergarten Start Date

August – 1 work day
Sept - 19 work days & 1 PRS day;
17 student days

AUG/SEPTEMBER 21						
S	M	T	W	Th	F	S
29	30	PG	PG	D	N	4
5	H	P	SS	9	10	11
12	KS	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Conference dates not yet determined

21 work & student days

10th District Data Day (no school)

11th Veterans' Day Holiday

24th, 25th, 26th
Thanksgiving Break

18 work days; 17 student days

NOVEMBER 21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	D	H	12	13
14	15	16	17	18	19	20
21	22	23	N	H	H	27
28	29	30				

DECEMBER 21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	N	N	N	H	H	25
26	N	N	N	H	H	

Trimester break/PRS dates not yet determined

Dec 20 – Dec 31 Winter Break/
No school

12 days – Elementary students,
elementary work days + 1 PRS Day
13 days – Secondary students, work
days

1st New Year's Day

3rd School resumes

17th Martin Luther King Jr. Day

20 work & student days

JANUARY 22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	H	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	S	19
20	H	22	23	24	25	26
27	28					

Semester break/PRS dates not yet determined

18th Snow make-up day

21st Presidents' Day Holiday

18 days – Elementary students, work
days
17 days – Secondary students,
secondary work days + 1 PRS Day

Conference dates not yet
determined

23 work & student days

MARCH 22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 22						
S	M	T	W	Th	F	S
					1	2
3	N	N	N	N	N	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4th – 8th Spring Break

16 work & student days

27th Snow make-up day

30th Memorial Day Holiday

20 work & student days

MAY 22						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	S	28
29	H	31				

JUNE 22						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	E	S	S	23	24	25
26	27	28	29	30		

20th Last Day of School/
Early Release

21st, 22nd
Snow make-up days,
if needed

14 work & student days

PG = Professional Growth Days (no school) D = District Data Day (no school) N = Non-School Day H = Holiday (no school) P = PRS Day (no school)
SS = School Starts KS = Kindergarten Start Date E = Early Release S = Snow Make-Up Day

Tacoma Public Schools 2022-23 School Year Student Calendar

DRAFT
Pending SBE & CBA Approval

Aug 30-31 District Guided
Professional Growth Days (no
school)

1st District Data Day (no school)
5th Labor Day Holiday
6th PRS Day 1 (no school)

7th First Student Day
12th Kindergarten Start Date

August – 2 work days
Sept - 19 work days & 1 PRS day;
18 student days

AUG/SEPTEMBER 22						
S	M	T	W	Th	F	S
		PG	PG	D	N	3
4	H	P	SS	8	9	10
11	KS	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 22						
S	M	T	W	Th	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Conference dates not yet determined

21 work & student days

Data Day date not yet determined

11th Veterans' Day Holiday

23rd, 24th, 25th
Thanksgiving Break

18 work days; 17 student days

NOVEMBER 22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	H	12
13	14	15	16	17	18	19
20	21	22	N	H	H	26
27	28	29	30			

DECEMBER 22						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	N	N	N	N	H	24
25	H	N	N	N	H	31

Trimester break/PRS dates not yet
determined

Dec 19 – Dec 30 Winter Break/
No school

11 days – Elementary students,
elementary work days + 1 PRS Day
12 days – Secondary students, work
days

1st New Year's Day

3rd School resumes

16th Martin Luther King Jr. Day

20 work & student days

JANUARY 23						
S	M	T	W	Th	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	H	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	S	18
19	H	21	22	23	24	25
26	27	28				

Semester break/PRS dates not yet
determined

17th Snow make-up day

20th Presidents' Day Holiday

18 days – Elementary students,
work days
17 days – Secondary students,
secondary work days + 1 PRS Day

Conference dates not yet
determined

23 work & student days

MARCH 23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 23						
S	M	T	W	Th	F	S
						1
2	N	N	N	N	N	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3th – 7th Spring Break

15 work & student days

26th Snow make-up day

29th Memorial Day Holiday

21 work & student days

MAY 23						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	S	27
28	H	30	31			

JUNE 23						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	10	11	14	15	16	17
18	19	E	S	S	23	24
25	26	27	28	29	30	

20th Last Day of School/
Early Release

21st, 22nd
Snow make-up days,
if needed

14 work & student days

PG = Professional Growth Days (no school) D = District Data Day (no school) N = Non-School Day H = Holiday (no school) P = PRS Day (no school)
SS = School Starts KS = Kindergarten Start Date E = Early Release S = Snow Make-Up Day