

AGREEMENT

Between the



Board of Directors

and the

Membership

of the



**Tacoma
Education
Association**

Unified Collective Bargaining Agreements

September 1, 2022 - August 31, 2025

TACOMA SCHOOL DISTRICT #10

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Lisa Keating, Vice President

Enrique Leon

Korey Strozier

Chelsea McElroy

SUPERINTENDENT

Joshua J. Garcia

Tacoma School District No 10

P.O. Box 1357

Tacoma, WA 98401-1357

(253) 571-1000

TACOMA EDUCATION ASSOCIATION

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Sara Ketelsen, WEA Board Director

Steve Shamblin, WEA-PAC Manager

Tacoma Education Association

3049 S. 36th St., Suite 300

Tacoma, WA 98409

(253) 565-4411

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1 **PREAMBLE**

2
3 The Board has a statutory obligation to bargain with the Association as the representative of
4 certificated non-supervisory educational employees as the exclusive bargaining representative on
5 wages, hours, and terms and conditions of employment. The following articles of the agreement
6 hereto constitute an Agreement by and between the Board of Directors of Tacoma School
7 District No. 10, hereinafter called the “Board,” and the Tacoma Education Association,
8 hereinafter referred to as the “Association.”

9
10 The parties hereto agree as follows:

11
12 **ARTICLE I – CONTRACT IMPLEMENTATION**

13 **Section 1 – Definitions**

14 **Association** – the Tacoma Education Association (TEA)

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

17 **District** – Tacoma School District No 10 or authorized representatives

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

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

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

22 **Section 2 – Anti-Bias and Nondiscrimination**

23 The District and the Association agree that Tacoma Public Schools supports and demonstrates
24 respect for all dimensions of human expression, including, but not limited to, culture, race,
25 language, ability, learning styles, ethnicity, family structure, religion, sexual orientation, gender,
26 gender identity, age, and socioeconomic diversity.

27 **Section 3 – Recognition**

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

1 principals, and assistant principals.

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

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

8 **Section 4 – Agreement Duration and Reopeners**

9 A. Duration – The Agreement and each of its provisions is binding and effective from
10 September 1, 2022 to August 31, 2025.

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

15 C. Reopeners

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

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

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

27 **Section 5 – Status of the Contract**

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

30 **Section 6 – Conformity to Law**

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

1 **Section 7 – Rights of the Board**

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

6 **Section 8 – Distribution of the Contract**

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

11 **Section 9 – Bargaining a New Contract**

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

29

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.

36

1 **Section 13 – Communications**

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

7 **Section 14 – Delivery Service**

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

10 **Section 15 – Labor-Management Meetings**

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

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

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

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

25 **Section 16 – Collaboration and Innovation**

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

- 33 • The SCDM section of the contract which delineates a process by which waivers to an
34 existing District policy, regulation, or portion of the Collective Bargaining Agreement

1 may be sought by a specific building in the District. If the waiver process is pursued, the
2 waiver checklist (Appendix II) shall be used.

- 3 • The Grants section of the contract, which provides a framework for buildings to seek
4 staff input when in the pursuit of grants which would provide additional resources to
5 support innovative programs for teaching and learning.
- 6 • The staff development and staff evaluation processes, which are critical collaborative
7 cornerstones for improving teaching and learning by the entire instructional staff of the
8 District.

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

16 **Section 17 – Site-Centered Decision-Making**

17 A. Definitions

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

23
24 SCDM requires time, commitment, and trust. SCDM empowers educational
25 employees and increases the involvement of all staff in the educational process.
26 SCDM is a process that ultimately improves achievement and instruction.

- 27 2. Anchors – Identified leaders within the Association and the District with decision-
28 making capacity.
- 29 3. Labor-Management Committee – As defined in Section 15
- 30 4. Waiver – Any requested deviation from an existing policy, regulation, or a portion
31 of the collective bargaining agreement.

32 B. Implementation

33 SCDM is a process in which those affected by a decision participate, either collectively
34 or through a representative of their selection, in making decisions. Each school shall be
35 responsible for developing and communicating written procedures which describe their

1 decision-making model(s) and shall include how staff, parents, and students are involved.

- 2 1. District-Level Facilitation – SCDM will operate within the parameters set by the
3 school board, working in conjunction with the anchors.

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

- 7 a. Review the needs for SCDM training on a yearly basis
- 8 b. Collaboratively develop content of SCDM training
- 9 c. Attain resources and other support for those involved through training
10 sessions and facilitated meetings
- 11 d. Establish general steps for preparation and training at school sites
- 12 2. Decision-Making Principles/Parameters – The District and the Association agree
13 to the following parameters and operating principles which shall guide the SCDM
14 process at school sites.
- 15 a. Before a building’s SCDM decision is implemented, there must be a
16 consensus of staff (as defined by staff at the site) as well as parent
17 involvement and input for decisions that impact students. Once consensus has
18 been reached as defined by SCDM bylaws, the decision becomes an expected
19 norm for the learning community.
- 20 b. If a SCDM proposal is contrary to any terms of the collective bargaining
21 agreement, state or federal guidelines, or District guidelines, regulations, or
22 policies, a waiver from the appropriate body must be obtained.
- 23 c. The SCDM team will be responsible for overseeing, implementing, and
24 evaluating the school improvement process and plan, building mission
25 statement, common agreements, and initiatives.
- 26 d. The SCDM team should develop bylaws that include the following categories:
- 27 i. Article I – Mission/Purpose,
- 28 ii. Article II – Membership,
- 29 iii. Article III – Decision-making Process,
- 30 iv. Article IV – Meetings,
- 31 v. Article V – Communication Process, and
- 32 vi. Article VI – Evaluation Process

33 The bylaws will be kept on file at the building, with a copy provided to the

1 Association. By-laws will be reviewed annually, and new by-laws, re-writes,
2 or revisions will be submitted to the anchors no later than October 15.

- 3 e. The SCDM team will maintain appropriate records – bylaws, minutes, rosters,
4 agenda, etc.

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

- 16 3. Limitations – The Administration, the Board, and TEA shall not be required nor
17 expected to set aside legal responsibilities or certain traditional dimensions of
18 organizational roles. Such legal responsibilities and organizational roles include
19 the following:

- 20 a. The anchors will accept state and federal laws as applicable.
21 b. Superintendent of Public Instruction rules
22 c. Board policies and administrative regulations and guidelines including
23 adopted curriculum and programs
24 d. The collective bargaining agreements between any of the organized labor
25 groups and the District
26 e. The responsibility, authority, and accountability of the principal in the day-to-
27 day management of the schools

- 28 4. Waivers – The anchors will accept request for waivers from an existing policy,
29 regulation, or a portion of the collective bargaining agreement. These requests
30 will then be referred to the appropriate mechanism for action (i.e., take to TEA if
31 issue deals with the Agreement, take to Board if issue deals with Board policy,
32 etc.). The timelines for submitting completed waiver requests shall be determined
33 by the support team and shall be communicated to staff annually.

- 34 a. The waiver is initiated by or presented to the SCDM for initial feasibility.
35 Any potential impact on students and parents and their involvement in the
36 development of the waiver proposal shall be clearly documented prior to the
37 submission of the request.

- 1 b. The SCDM will complete the SCDM Waiver Checklist (Appendix II) and
2 send to the anchors for compliance with law and CBA.
- 3 c. If compliant, the SCDM will run a vote no later than May 1 in accordance
4 with the SCDM By-laws, including all Association represented staff assigned
5 to the site, both full- and part-time. The waiver can be adopted with approval
6 according to the site specific SCDM By-laws.
- 7 d. If approved and implemented, staff have the right to self-displace. If the
8 approval is completed in time for staff to displace by the annually determined
9 displacement cutoff, those staff will be included in the displacement pool
10 (Section 87)
- 11 e. It is clearly understood that these approved waivers are not to be considered as
12 a precedent nor shall they be District-wide.
- 13 f. The approved waivers are subject to time limits established by the anchors.
- 14 g. Sites shall be expected to report to the District anchors regarding the
15 implications, successes, and failures based on such exceptions/waivers. The
16 report shall be submitted annually.
- 17 h. Any budget implications or potential impacts on other schools and/or
18 programs shall be determined prior to consideration of waiver requests.
- 19 5. Participation – Each school shall be expected to participate in the SCDM process.
20 The decision-making process in each school will be clearly defined, highly
21 participative, team-oriented, and parent and student focused. Individuals within
22 schools may choose not to participate. No adverse employment action will be
23 taken against staff members because of their non-participation in the SCDM
24 process (Waiver Request, Appendix III).

25 **Section 18 – Building Budgets**

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

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

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

34

1 **Section 19 – Employee Representation**

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

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

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

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

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

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

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

25 1. Not all circumstances can be addressed in advance on issues like these and these
26 guidelines are not intended to be a barrier to applying for grants that will enhance
27 the teaching and learning at individual sites. However, the more closely the
28 guidelines can be followed, the more likely a site will have a positive experience
29 in utilizing grant opportunities.

30 2. Because it is in the interest of both the Association and the District for school
31 sites to be successful in properly implementing grants once they are received, it is
32 the belief of the parties that schools should only rarely consider having more than
33 one school-wide grant in place at a time. We recommend that multiple grants be
34 considered only in exceptional circumstances.

35

1 B. Role of the SCDM

- 2 1. Decisions to pursue or accept building-based grants should be made consistent
3 with the SCDM processes at the school site. Additionally, any requirements of
4 the grant process itself, including staff votes of support must be followed. When
5 the SCDM bylaws are not specific regarding participation in the decision-making
6 process, at least those employees specifically impacted by the grant under
7 consideration must be included in the decision. Records of this process should be
8 kept.
- 9 2. Each SCDM should develop a clear process of communication about grant issues
10 that solicits views from staff and channels information back to staff while the
11 grant is under consideration. This process should account for, as completely as is
12 possible, short time frames for grant applications and application opportunities
13 that arise when staff is not generally available. See the communication
14 recommendation below.
- 15 3. A written proposed budget should be developed and shared with staff through
16 building communication processes prior to the application being submitted. The
17 budget should address issues like compensation for coordination activities,
18 training participation requirements, and mileage. It should also address how
19 materials and other supplies will be acquired.

20 C. Building Administration/Building Oversight

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

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

- 36 1. Notification process – Buildings should be sure that the Superintendent’s Office
37 and TEA have advance notice of the intent to apply for a grant.
- 38 2. If a building plans to expand the application of a grant beyond its specific focus,

1 to teachers outside the focused grade band for instance, the impact of the grant on
2 those additional staff should be included in the information provide to staff.

3 3. Training – The potential training impact of the grant should be described for staff,
4 to the extent it is known in advance, including the number of trainings, anticipated
5 dates (at least general timeframes), the length of trainings, pay rates for trainings,
6 and whether or not the training is optional or required beyond the contract.
7 Required training beyond the contract shall be compensated at the extra-pay-for-
8 extra-work rate.

9 4. Duration – The staff must be informed of the duration of the grant and a
10 description of the renewal process, if any. Additionally, staff should be aware of
11 the consequences for the school if not meeting the terms of the grant.

12 5. Impacts – Finally, the staff and administration at the building site should discuss
13 and consider the anticipated impacts of adhering to the grant requirements. For
14 example, staff should discuss the following questions:

15 a. How do we anticipate acceptance of this grant will change the workload
16 in our building?

17 b. Will the grant necessitate any realignment of existing leadership roles and
18 responsibilities?

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

21 E. Employee Rights

22 1. Site members not wishing to participate in a grant may voluntarily displace after
23 the decision to accept the grant is made and prior to the grant implementation.

24 2. Any open position announcements for buildings with grants will include pertinent
25 grant information and the estimated obligation of teachers accepted at the
26 building.

27
28 **ARTICLE III – SALARIES AND BENEFITS**

29 **Section 21 – Salary Guides**

30 A. Base Salary – The base salary of the salary schedule, while maintaining the current index,
31 shall be \$62,046 for the 2022-23 school year, provided, however, any employee on a
32 salary schedule cell is who paid less than the state law requires, now or hereafter
33 amended, will be paid the salary required by said law as per Appendix IV, Salary
34 Schedule.

- 1 1. 2022-23 School Year – Each cell on the salary schedule shall be increased by
2 seven and one-half percent (7.5%) inclusive of the implicit price deflator (IPD).
- 3 2. 2023-24 School Year – Each cell on the salary schedule shall be increased by the
4 IPD plus two percent (2%).
- 5 3. 2024-25 School Year – Each cell on the salary schedule shall be increased by the
6 IPD plus one percent (1%).
- 7 B. Professional Responsibility Stipend – As an incentive to provide the additional services
8 required outside the base contract and supplemental work days, the District will provide a
9 Professional Responsibility Stipend (PRS) to all certificated staff members in the District.
10 The PRS will be equal to four and one-half percent (4.5%) of the employee’s placement
11 on the base salary schedule. Payment for this PRS shall be made in twenty-four (24)
12 equal installments. A part-time employee will receive a pro-rata share of this stipend
13 based on the employee’s full-time equivalency (FTE).
- 14 C. The PRS recognizes that employees provide a professionally responsible level of services
15 in, but not limited to, the following areas which are beyond the base contract:
 - 16 1. Attendance at the day before the first (1st) student day of the year and at the
17 conference/semester day. PRS days are self-directed. Leave provisions do not
18 apply to PRS days.
 - 19 2. Preparation of the classroom or work space before, after, and during the school
20 year for quality instruction or support of instruction.
 - 21 3. Conferencing with parents and/or students.
 - 22 4. Preparation for and attendance at reasonable building activities such as open
23 houses, curriculum nights, parent education nights, school and community
24 functions, student orientation, and concerts.
 - 25 5. Participation in self-reflection, goal setting, and related professional growth
26 activities such as workshops, classes, conferences, seminars, or research projects.
 - 27 6. Participation in a reasonable and equitable number of grade level, department,
28 building, job-alike, and/or District committees, task forces, processes, and
29 activities.
 - 30 7. Planning of instruction and curriculum, the evaluation of student work, the
31 preparation of student assessments, the preparation of summative progress and
32 grade reports for timely distribution, participation in a reasonable and equitable
33 number of IEP and Section 504 meetings, and communicating with parents and
34 students.
 - 35 8. Employees shall document the completion of these activities in the District-
36 designated system.

- 1 D. Junior Reserve Officer Training Corp (JROTC) Instructor Compensation – The base
2 salary will be based on the instructor’s current Minimum Instructor Pay (MIP). JROTC
3 Instructors shall also be paid a PRS which shall be the annual MIP multiplied by four and
4 one-half percent (4.5%) base rate as negotiated by the Association and will be paid out
5 via stipend, with equal allocations each pay date for the school year.
- 6 E. Incentive Supplemental Contract – The following incentive supplemental contracts are
7 provided outside the base contract and in compliance with applicable state laws:
- 8 a. New Professional Signing Bonus
- 9 i. Newly hired certificated staff will receive a supplemental contract in the
10 amount of \$1,000 in the first (1st) year of employment with the District.
- 11 ii. In the second (2nd) year of employment these same individuals will receive
12 a supplemental contract in an amount between \$700 and \$1,000.
- 13 iii. The stipend received in the second (2nd) year will be calculated so that, to
14 the extent possible:
- 15 1. It will not be less than that received in the first (1st) year; and
- 16 2. It does not exceed the salary which will be received in the third
17 (3rd) year of employment with the District as set forth on the salary
18 schedule after the implicit price deflator (IPD) is known and
19 applied to the base and the PRS schedule adjusted according to
20 Section 21.A
- 21 iv. The stipend received in the first (1st) year shall be paid on the second (2nd)
22 pay day in September.
- 23 v. The second (2nd) year stipend shall be paid on the second (2nd) pay day in
24 January.
- 25 b. Hard-to-fill position signing bonus – The District may designate certificated
26 positions as “hard-to-fill” on the position postings. As part of its review of
27 postings, the Association may request more information or object to the
28 designation of the position as hard-to-fill. If the position posting is accepted by
29 the Association, the position can then be advertised as having a signing bonus of
30 \$1,000 for each of the first (1st) two (2) years employed by the District. The hard-
31 to-fill bonus will be paid on the second (2nd) pay day in January.
- 32 c. ESA Hard-to-fill position signing bonus – The District and Association will
33 jointly agree to designate for each school year those ESA categories that are hard
34 to fill. These positions will be advertised as having a signing bonus of \$1,000,
35 which will be paid on the second (2nd) pay day in January.
- 36 d. ESA National Certification and National Board for Professional Teaching
37 Standards Stipend – When an ESA has achieved national certification in the

1 profession, the ESA will receive a stipend equal to the state stipend for National
2 Board for Professional Teaching Standards certification. The National
3 Certification for ESA stipend will continue as long as the state continues to fund
4 the National Board Certification Teacher stipend.

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

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

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

17 F. Prorating of per diem pay for salary computation shall be based on a work day assumed
18 to be seven and one-half (7.5) hours. The appropriate basis for calculating per diem pay
19 is provided for in the provisions of the Agreement specifically authorizing per diem pay,
20 as is described in Section 24.C of the Agreement.

21 G. Employees who are authorized and agree to teach beyond their contractual work day shall
22 be paid at their individual hourly per diem rate based on the employee's placement on the
23 combined salary schedule (base + PRS). Such extra work shall be limited to one (1) hour
24 per day and shall not be authorized for more than the contract year in three (3) years for
25 an individual employee. Exceptions may be granted only in the event that no other
26 qualified employee is available. Qualified employees with less than full-time contracts
27 shall be offered such extra work prior to full-time contracted employees.

28 H. When employees are required to work beyond their contract year performing
29 substantially the same duties as in the regular school year, they will be compensated at
30 their per diem rate based on their placement on the combined salary schedule (base +
31 PRS).

32 I. Once per semester, staff participating in evening conferences will be granted flex time on
33 the Friday of conference week.

34 J. All clock hours and in-service or professional credits that are accepted by the Office of
35 Superintendent of Public Instruction (OSPI) (Form S275) as per WAC 181-85-030 will
36 be accepted by the District for the purpose of salary schedule advancement. District
37 employees under contract on or before August 31, 1990, shall be grandfathered. All
38 credits earned prior to September 1, 1989, and currently applied to the salary schedule
39 shall be maintained.

- 1 K. An employee with an Extra Pay for Extra Work assignment will be paid in accordance
2 with Section 24, Extra Pay for Extra Work.
- 3 L. Certificated part-time staff assigned to provide Title I services in eligible private schools
4 shall be paid at the authorized hourly pay rate for employees working more than seventy-
5 five (75) days in a school year.
- 6 M. Contingent Reopener – In the event the Legislature authorizes and funds additional State
7 monies to the District or reduces State monies to the District for salary increases or
8 decreases (as the case may be) for certificated, non-supervisory employees, the District
9 and Association will reopen this section for negotiations for the purpose of distributing
10 such additional monies or allocating such reductions.
- 11 N. One (1) additional year of seniority shall be granted for each year of service thereafter
12 that meets the criteria for advancement on the salary schedule.

13 **Section 22 – Certificated Years of Experience Eligibility Criteria for** 14 **Salary Schedule Placement**

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

- 18 A. The recognition of years of service and applicable degrees and credits earned shall be
19 consistent with state-established guidelines.
- 20 B. Employees shall be placed on the District salary schedule as provided in this Subsection.
 - 21 1. The term “certificated years of experience” for salary placement only means the
22 number of years of accumulated full-time and part-time professional education
23 employment prior to the current reporting school year in the state of Washington,
24 out-of-state, and a foreign country.
 - 25 2. Employees who have been teaching in a Washington public school will be given
26 one (1) increment for each year of contracted, full-time teaching experience.
 - 27 3. For salary schedule placement purposes, teaching experience outside of the state
28 of Washington will be granted at the rate of one (1) increment for each year of
29 experience at an accredited/approved school (preschool, elementary, and
30 secondary).
 - 31 4. For the purposes of attaining the twenty (20) year increment, the District may
32 count only four (4) years of out-of-state teaching experience credit.
 - 33 5. Teaching experience at non-public schools which have been recognized by OSPI
34 at a rate of one (1) increment for each year of experience will be granted if the
35 service was in a position requiring education certification and the non-public
36 school was accredited by the state in which the service was rendered (preschool,

1 elementary, and secondary).

- 2 6. For certificated years of experience credit and increment purposes, the equivalent
3 of ninety (90) student days as per the approved calendar on temporary contract or
4 on regular contract shall constitute one (1) year of service and entitles the
5 certificated employees to normal increments. After nineteen (19) years of service
6 an employee is eligible for a twenty (20) year service increment equal to five
7 percent (5%) of the previous step as defined in 4 above.
- 8 7. All clock hours and in-service or professional credits that are accepted by OSPI
9 (form S275) will be accepted by the District for employees under contract on or
10 before August 31, 1990 and shall be grandfathered. All credits earned prior to
11 September 1, 1989, and currently applied to the salary schedule shall be
12 maintained.
- 13 8. Additional specific provisions are as follows:
- 14 a. All Educational Staff Associates (ESAs) shall be placed on the salary
15 schedule based upon total years of verified professional experience in their
16 area of hire. Years of verified experience that required professional
17 certification, whether in the public sector or in private practice, shall be
18 honored on a one-for-one basis.
- 19 b. One (1) year of experience will be granted for every two (2) years of
20 military service, to a maximum of two (2) years.
- 21 c. Effective September 1, 1998 for new hires, military experience, up to a
22 total of four (4) years, (for a maximum on two (2) years of credit) will be
23 given on the salary guide on the basis of one-half (0.5) year for each year
24 of military service. Credit for military service will be granted only if an
25 employee's actual teaching service was interrupted by military service.

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

- 27 1. Degreed employees – Each certificated instructional employee, including
28 vocational educators, with a related degree shall be placed on the salary schedule
29 based on the employee's years of educational experience, highest degree level,
30 and total eligible credits. (The Office of the Superintendent of Public Instruction
31 recognizes some community and technical college experience.) The Director of
32 CTE will determine whether the vocational/CTE certificate was acquired as the
33 result of the college degree rather than business and/or industry experience or
34 whether the degree is "incidental to or not related to" the vocational/CTE
35 certificate (WAC 392-121-250).
- 36 2. Non-degreed employees – Each employee holding a valid vocational/CTE
37 certificate obtained as a result of occupational experience shall be placed on the
38 salary schedule as follows:

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- 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.)
 - ii. Only occupational experience earned after the date upon which the employee met the minimum experience requirements for initial vocational/CTE certification can be converted into non-degree credits. This date is indicated by the date the initial certification is issued.
 - 1) Non-degree credits are determined as one (1) credit for each one hundred (100) clock hours of occupational experience up to a maximum of twenty (20) credits per calendar year. (Management experience is also occupational experience.)
 - 2) Non-degree vocational/CTE educators are not eligible for reporting of academic, in-service, or “excess” credits.
 - iii. Eligible years of certificated years of experience:
 - 1) Credit may be granted for prior professional educational employment (including teaching at some community and technical colleges).
 - 2) Credit may be granted for up to a maximum of six (6) years of verified management experience calculated thus:
 - a) Work as a supervisor, foreman, or manager in the occupational area in which the person will instruct. Occupational experience is defined by WAC 181-77-003(7) “as paid or unpaid work experience in the career field to be taught.”
 - b) The “start point” for conversion of management experience into certificated years of experience is the date upon which the individual met the minimum occupational experience requirements for vocational/CTE certification. Only management experience acquired after that date may be converted into certificated years of

1 experience.

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

5 d) The years of experience resulting from the process
6 are not credited to seniority. Only educational
7 experience is credited to seniority.

8 **Section 23 – Insurance Benefits**

9 A. **School Employees Benefits Board (SEBB) Program** – Employees will be provided
10 benefits through SEBB:

- 11 • Basic Live and Accidental Death and Dismemberment Insurance
- 12 • Basic Long-term Disability
- 13 • Vision and Dental (including orthodontia if offered)
- 14 • Medical Plan

15 B. **District Provided Benefits** – If the District offers any additional benefits, the District
16 will offer said plans to bargaining unit members.

17 C. **Eligibility** – All employees, including substitute employees, shall be eligible for full
18 insurance coverage under the SEBB program if they work or are anticipated to work 630
19 hours or more in an eligibility year, so long as they maintain an employee/employer
20 relationship

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

23
24 Employees are responsible for their share of the monthly premium and must keep
25 payments current to maintain benefits, regardless of whether they are working or not.

26 D. **Substitutes** – The District will not sever the employee/employer relationship with
27 substitute employees solely to avoid initial or ongoing benefit eligibility.

28 E. **Legislative Changes and Reopeners** – If the Washington State Legislature changes
29 provisions of the SEBB to allow for changes in employer contribution towards elective
30 benefits, or substantially changes the medical coverage provisions, either party may
31 reopen this agreement for negotiations over the changes.

32

1 **Section 24 – Extra Pay for Extra Work**

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

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

10 1. Curricular stipends are allowed for student learning-based activities at the
11 elementary and secondary levels.

12 2. At the secondary level, non-curricular clubs are allowed with the following
13 guidelines:

14 a. A club supervisor may be paid a stipend provided that they are not
15 participating in the club activities and their role is only for the supervision
16 and safety of students.

17 b. Teachers may supervise a club on a volunteer basis at their discretion and
18 if they wish to participate in non-curricular activities.

19 3. Stipends are not allowed for staff social activities.

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

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

33 Funds available for distribution by the SCDM and principal will be clearly articulated in
34 September using the Extra Work Extra Pay Form and will be defined as Tranche A.
35 Positions included in the chart below will be allocated to the school and identified as
36 Tranche B on the Extra Work Extra Pay form to cover the minimum amounts listed
37 below. The listed minimums will be what is funded by the district. Additional amounts

1 beyond the minimum set forth below, as determined by the SCDM, will be covered using
2 the SCDM allocation, Tranche A.

3 When the following stipends are offered, funds will be allocated as Tranche B on the
4 Extra Work Extra Pay form minimum requirements are as follows:

Minimum Stipend to Offer	
HS Band Director	\$5,000.00
MS Band Director	\$2,500.00
HS Choral Director	\$3,000.00
MS Choral Director	\$1,500.00
HS Orchestra	\$3,000.00
MS Orchestra	\$1,500.00
ES Music Evening Performances	\$75.00 per performance <u>up to \$300</u>
Overnight Camp <u>(up to 3 nights)</u>	<u>\$500.00/per staff up to \$1500</u>
<u>Chemical Hygiene Officer</u>	<u>\$500</u>

5
6 This chart of assignments shall be reviewed every three years to determine if the
7 assignments are still necessary, or if new ones are required.

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

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

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

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

17 All other extra work for extra pay will be determined by the SCDM process, and the
18 funds will be distributed in alignment with the process outlined in their By-laws. The
19 District will provide a report of the extra work for extra pay allocation for each site to the
20 union by October 15 with an update of usage quarterly at Labor Management meetings.

21 C. Generally, if the extra work assignment is a continuation of the employee's full, regular
22 work beyond the school day or year, the appropriate rate of per diem pay is based on the

1 employee's placement on the combined salary schedule (base + PRS). Employees whose
2 position requires working on an extended day will receive the rate of per diem pay based
3 on the employee's placement on the combined salary schedule (base + PRS).

4 There are two per diem rates of pay, one based on the employee's placement on the base
5 salary schedule, and one based on the employee's placement on the combined (base +
6 PRS) salary schedule. If the work is a specific extra work assignment, the appropriate
7 rate of per diem pay is paid based on the employee's placement on the base salary
8 schedule.

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

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

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

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

21 **Section 25 – Travel Allowance**

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

24 **Section 26 – Compensation for Required Hearings**

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

30 **Section 27 – Payments and Deductions of Salaries**

31 A. Method of Payment of Salaries

32 1. Except for those employees contracted for a number of days which is less than the
33 number normally required for the position, an employee shall be paid in twenty-
34 four (24) installments consistent with the negotiated salary schedules to be

1 distributed on the fifth (5th) and twentieth (20th) day each month.

- 2 2. All bargaining unit employees will have their pay deposited by automatic payroll
3 deposit to an institution(s) of their choice.
- 4 3. In the event an employee serves less than the full contract year, the amount due
5 shall be computed by crediting the employee with a pro rata of the annual salary
6 for each day contracted (including days absent on authorized release with pay)
7 and by subtracting from any amounts previously paid.
- 8 4. If an employee should die, the estate of that person will not be held liable for any
9 overpayment on contract.

10 B. Deduction of Salary for Absences

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

26 **Section 28 – Payroll Deductions**

- 27 A. Payroll deduction will be provided for salary insurance payments.
- 28 B. A certificated employee returning to the District whose payroll deduction was interrupted
29 will be allowed thirty (30) days after the first (1st) day of work to reenroll.
- 30 C. Payroll deductions shall be provided for authorized 457 tax deferred savings plans and
31 authorized 529 college savings plans.
- 32 D. In the event of any overpayments, the finance office shall inform the Association or
33 company concerned who will be responsible to refund the overpayment to the concerned
34 party.
- 35 E. Underpayments shall be promptly paid by the finance office.

- 1 F. Payroll deductions shall be provided for authorized tax sheltered annuity plans.
- 2 G. The District shall provide for reinstatement of payroll deduction of previous health and
3 dental insurance premium(s) for an employee returning from leave unless canceled or
4 changed through written notice by the employee. To insure the deductions from the next
5 payroll warrant for an employee returning to work on any of the first (1st) ten (10)
6 calendar days of any month, it is necessary for the employee to go to the finance office to
7 complete the proper forms on or before the tenth (10th) of the month.

8 **Section 29 – Tax Sheltered Annuities**

9 The District shall place on its internal website (i.e. Hub) a list of companies for which tax
10 sheltered annuity payroll deductions are authorized.

11 **Section 30 – Compliance Provision**

12 If the District would be in violation of State law or would incur any penalty or decrease in State
13 support as a result of the compensation and benefits provided herein, the excess compensation
14 and/or benefits provided shall be reduced to the maximum amount legally allowable without the
15 District incurring any penalty or reduction in support. The reduction in compensation shall be
16 made on a pro rata basis among all certificated employees who received an increase in
17 compensation under collective bargaining agreements or other contracts entered into on or after
18 the effective date of RCW 28A.400.200. The reduction in insurance benefits shall be made by
19 reducing the maximum benefit being received by any employee to the point where the District is
20 in compliance with the FTE average specified by law. Any overpayment may be collected from
21 the employee or offset against future payments as determined by the District. If a final and
22 binding decision is made declaring the compensation and benefit limitation provisions of RCW
23 28A.400.200, or the appropriation act, unlawful, provisions of this Agreement affected by the
24 ruling shall be reopened and the District and the Association shall renegotiate the provisions in
25 accordance with the law. Negotiations will begin within ten (10) days following the decisions. A
26 final and binding decision is a final decision of the Supreme Court of the State of Washington, or
27 a final decision of the Superior Court, State of Washington, in an action in which the District is a
28 party and which is not appealed within the time permitted by law.

29 **Section 31 – Summer School**

- 30 A. Summer school positions may be authorized by one (1) of the following:
- 31 1. District supported summer school, including the high school program, Title I/LAP
32 Programs, ELL, and Special Education Programs (extended school year [ESY]),
- 33 2. Building-designed summer school, and
- 34 3. Jump Start/Transition
- 35

1 B. Application Process

2 1. Employees interested in applying for Summer School openings become
3 candidates by applying through the District online system by the published
4 deadline. To fill openings under Section 31.A.1 above, qualified candidates will
5 be considered by program administrators.

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

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

10 b. Followed by all building staff, and then

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

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

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

14 b. Having instructional experience in the curricular area

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

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

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

23 5. An individual accepting a Summer School assignment is committing to the full
24 assignment. No planned absences will be approved during the Summer School
25 assignment. The only exception is if the program supervisor has approved an
26 employee’s absence for the specific days of the NEA convention, plus reasonable
27 travel days, and the employee has identified a substitute who can be available for
28 the entire absence. When considering candidates in subsequent years, attendance
29 may be a consideration in the hiring decision.

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ARTICLE IV – LEAVES

Section 32 – General Provisions

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

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

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

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

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

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

Section 33 – Leaves with Pay

A. Definitions

- Sick leave is intended to be utilized for personal and family illness, medical and legal appointments, emergencies, and mental/physical health needs
- Voluntary Employee Beneficiary Association (VEBA) - VEBA Trust is a non-profit, multiple employer voluntary employees' beneficiary association (VEBA) authorized under Internal Revenue Code 501(c)(9). VEBA Trust offers a funded health reimbursement arrangement (HRA) plan available to public employers in the state of Washington and must be approved annually by majority vote of each affected employee group.

- 1 B. Sick Leave – (includes illness, injuring, and emergency) – Employees contracted for a
2 full contract year shall be credited with twelve (12) days sick leave at the beginning of
3 each year of employment with the District.
- 4 1. Employees who are contracted for less than a full year or less than a 1.0 FTE shall
5 receive a proration of the twelve (12) days.
 - 6 2. The unused portion of sick leave allowance shall accumulate from year to year in
7 accordance with current State law. Pursuant to State laws, employees may
8 accumulate up to one hundred and ninety-four (194) days of sick leave (one
9 hundred and eighty-two (182) plus the annual allocation of twelve (12) days).
10 Sick leave days in excess of one hundred and ninety-four (194) days will not be
11 credited to an employee’s annual sick leave account. Employees affected by this
12 maximum may participate in sick leave sharing, cash out excess days pursuant
13 with Subsection C of this section, or participate in the annual sick leave cash out
14 under the Voluntary Employee Beneficiary Association (VEBA) plan.
 - 15 3. Sick leave shall apply to illness or injury to educators or, illness or injury to
16 family members covered by the State Family Care Act, RCW 49.12.265-295, and
17 up to three (3) days for emergencies.
18 The following conditions apply to emergencies:
 - 19 a. The problem has been suddenly precipitated.
 - 20 b. Pre-planning is not possible.
 - 21 c. Pre-planning cannot relieve the necessity for the employee’s absence.
 - 22 d. The problem is not minor or of mere convenience, but of a serious nature.
 - 23 e. Auto trouble shall not be considered an emergency except in the case of an
24 accident.
 - 25 4. Any employee claiming benefits of more than five (5) consecutive work days for
26 reasons of illness or injury shall submit a medical report the sixth (6th)
27 consecutive work day and every thirty (30) days thereafter while the illness
28 persists. Forms shall be provided by the District for this purpose. In the case of
29 documented serious or life-threatening illness, follow-up medical reports may be
30 waived. A physician’s release may be submitted to the Human Resources
31 Department upon return to work if absence is for medical reasons and leave is
32 more than five (5) days.
 - 33 5. Employees who resign from the District and are rehired shall retain the number of
34 days of accumulated sick leave held at the time of resignation from the District
35 provided that the sick days have not been used while employed by another
36 employer or paid pursuant to attendance incentive program.
 - 37 6. Sick Leave Cash Out – An employee may opt to cash in a maximum of twelve
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1 (12) of the eligible unused sick days above an accumulation of sixty (60) days, in
2 January of the school year following any year in which the employee has a
3 minimum of sixty (60) days of accumulated sick leave, at a rate equal to one (1)
4 day's current monetary compensation of the employee for each four (4) full days
5 of accumulated sick leave. The employee's sick leave accumulation shall be
6 reduced four (4) days for each day compensated.

7 At the time of separation from District employment due to retirement, or for
8 employees who separate from employment and who are at least age fifty-five (55)
9 and with at least ten (10) years of service under either TRS 3 or SERS 3 or
10 employees who separate from employment and are at least fifty-five (55) and
11 have at least fifteen (15) years of service under either TRS 2 or SERS 2 or PERS
12 2, or death, an eligible employee or the employee's estate shall receive
13 remuneration at a rate equal to one (1) day's current monetary compensation of
14 the employee for each four(4) full days of accumulated sick leave.
15 Annually, the Association shall conduct an election to determine whether the
16 employees will participate in a VEBA plan for cash out of sick leave annually, as
17 well as, at retirement or separation from the District. The District will assist the
18 Association in distributing materials required for the vote. Should employees
19 elect to participate in the VEBA plan, the Association and the District will follow
20 the State and federal law regarding the implementation of the program, the
21 eligibility for participation, and the determination of cash out payment amounts.

22 C. Parental/Adoption Leave

- 23 1. An employee may choose to use paid sick leave and personal leave for the birth of
24 a child. The employee may access up to twelve (12) weeks using paid sick leave
25 and/or Paid Family and Medical Leave (PFMLA). The benefits of the federal and
26 state Family and Medical Leave Act also apply to childbirth.
- 27 2. An employee who is legally adopting a minor child may access parental leave.
28 The leave shall commence as soon as the child has been placed in the care of the
29 adopting parent(s). An employee may choose to use paid sick leave and personal
30 leave before or after the actual adoption for up to six (6) weeks if the adoption
31 occurs within the United States or up to eight (8) weeks if the adoption occurs
32 outside the United States, up to the amount of the employee's accrued paid leave.

33 D. Bereavement Leave

- 34 1. Employees shall be granted up to five (5) days paid bereavement leave as the
35 result of the death of any family member (defined below). Family member means
36 an individual with any of the following relationships to the employee:
37 a. Spouse and parents thereof;
- 38 b. Sons and daughters and spouses thereof;

- 1 c. Parents and spouse thereof;
- 2 d. Brothers and sisters and spouses thereof;
- 3 e. Grandparents and grandchildren and spouse thereof;
- 4 f. Domestic partner and parents thereof, including domestic partners of any
- 5 individual in (b) through (e) of this definition as defined by the School
- 6 Employees Benefits Board (SEBB), or other governmental agency; and
- 7
- 8 g. Any individual related by blood or affinity whose close association with
- 9 the employee is the equivalent of a family relationship as approved by the
- 10 Assistant Superintendent of Human Resources.
- 11 2. Bereavement leave is non-accumulative.
- 12 3. Request for exception to bereavement leave provisions may be granted in
- 13 extraordinary circumstances, including travel considerations, by the Assistant
- 14 Superintendent of Human Resources/designee.

15 E. Family Leave – Employees shall be granted a leave of absence with pay of not more than
16 four (4) days during a contract year to support members of their families. Family member
17 means an individual with any of the following relationships to the employee:

- 18 1. Spouse and parents thereof;
- 19 2. Sons and daughters and spouses thereof;
- 20 3. Parents and spouse thereof;
- 21 4. Brothers and sisters and spouses thereof;
- 22 5. Grandparents and grandchildren and spouse thereof;
- 23 6. Domestic partner and parents thereof, including domestic partners of any
- 24 individual in 2 through 5 of this definition; and
- 25 7. Any individual related by blood or residing within the employee’s household.

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

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

- 31 1. The employee must report the absence in the District leave system.
- 32 2. Ten percent (10%) of staff may use leave to extend a holiday, vacation, or break
- 33 period, or during the first (1st) or last five (5) days of the student school year with
- 34 thirty (30) days notice prior to the date requested. This will be approved by

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1 Human Resources on a first come first served basis and upon confirmation of
2 substitute coverage.

- 3 3. Leave may not be used for a job action (i.e., strike, protest, board meeting
4 attendance).
- 5 4. When the absence is reported after 6:00 AM on the same day the leave is to be
6 used, the employee will make a good faith effort to contact the building directly.

7 G. Military/Reserve Duty and Annual Training Leave

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

17 H. Jury Duty, Subpoena Leave

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

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1 the employee is entitled to a leave of absence.

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

4 I. Professional Leave – Leaves of absence with pay and with or without reimbursement of
5 certain expenses may be granted to employees for the purpose of attending professional
6 meetings. Request for such leave shall be on the appropriate form required by the
7 District. Additional forms are required to be completed if travel is involved consistent
8 with Board Policy and Regulation 6213R. Final approval for professional leave is
9 delegated to the Superintendent or designee, except in the case of leave involving travel
10 outside the State of Washington. Leave involving professional meetings outside the state
11 must be approved by the Superintendent and Board.
12 Categories of professional leave which are permitted without salary deductions are as
13 follows:

- 14 1. Substitute and necessary expenses paid by the District. This category applies to
15 employees authorized by the Board to attend educational conferences.
- 16 2. Substitute paid by the District; necessary expenses paid by the educator or outside
17 agency. This category applies to employees authorized by the Board to attend
18 educational conferences in cooperation with outside agencies.
- 19 3. Substitute paid by the educator or the educator’s sponsor; no expenses paid by the
20 District. This category applies to employees authorized by the Board to participate
21 in important conferences or meetings to represent their local organization.
22 Reimbursement to the District for the cost of a substitute is required.

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

34 K. The District will comply with all provisions of any state leave requirements imposed
35 upon it (e.g., Washington State Paid Sick Leave, Washington State Paid Family and
36 Medical Act, etc.)

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1 **Section 34 – Leaves without Pay**

2 A. General Provisions

- 3 1. Requests for leave without pay for ninety (90) calendar days or longer must be
4 approved by the Board.
- 5 2. The following supplemental conditions apply to all leaves in this section with the
6 exception of E.4 – Military Service (Active Duty):
- 7 a. An employee who returns from leave will be returned to the position of
8 last assignment. If the position no longer exists, the employee will be
9 assigned in accordance with Section 87, Displacement.
- 10 b. An employee granted more than any two consecutive leaves of absence
11 will be assigned in accordance with Section 87.
- 12 c. An employee who returns from an extended leave may return only at the
13 beginning of an applicable semester, quarter, or, in the case of elementary
14 schools, the grading period.

15 B. Parental and Adoption Leave

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

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

- 32 1. With three (3) weeks’ notice, employees may be granted up to four (4) weeks of
33 continuous leave without pay for the purpose of campaigning for their own
34 election. If the employee is not elected to the political office, the employee shall
35 return to the same position held prior to the leave.

- 1 2. If the employee is elected to the office, the Board may return the employee to the
2 same or mutually agreed upon position until such time that the elected term of
3 office necessitates leaving the teaching assignment. Any employee may hold a
4 political office and continue as an employee, as long as, it does not interfere with
5 the contractual assignment.
6 3. The Board may extend to the employee who is elected to a political office a leave
7 of absence without pay for one (1) year or a fraction of a year.

8 D. Military Service (Active Duty)

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

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

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

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**ARTICLE V – RIGHTS OF CERTIFICATED
SUBSTITUTE EMPLOYEES**

**Section 35 – Salary and Contract Provisions of Substitute
Employees**

A. For the 2022-23 school year, the District agrees to maintain the substitute pay rates offered for the 2021-22 school year.

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

Substitute Position Type	Rates per day effective September 1, 2023	Retired Tacoma Teacher Rate per day effective September 1, 2023
Regular Substitute Assignment		
Substitute daily rate	<u>\$190</u>	<u>\$200</u>
Substitute daily rate <u>Working less than 4 hours paid at 60% of daily sub rate</u>	<u>\$114</u>	<u>\$120</u>
Extended Day Facility and/or Hard-to-Fill Assignment		
Extended day facility Hard-to-Fill daily rate	<u>\$205</u>	<u>\$215</u>
Extended day facility Hard-to-Fill daily rate <u>Working less than 4 hours paid at 60% of daily sub rate</u>	<u>\$123</u>	<u>\$129</u>

1. Substitutes who are 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 combined base + PRS salary schedule.
 3. Designation of the hard-to-fill substitute positions will be made at the beginning of each semester or trimester. If additional schools need to be designated as hard-to-fill at other times, the District will bring the issue to Labor-Management.
- C. Starting in the 2024-2025 school year, the substitute rates in each column will reflect the increase of IPD (Section 21).
- D. Assignment – Principals can reassign a substitute, once they have arrived at a building, based on the needs of the building.

- 1 E. Substitute Training Opportunities – If any substitute is required to attend training, the
2 employer will pay for the cost of the training. Substitutes who are members of the TEA
3 bargaining unit may attend curriculum and other training offered by the District.
4 Substitutes shall be paid their daily rate or proration thereof for time in attendance at
5 District or required trainings.
- 6 F. Feedback Forms – The nature of substitute assignments dictates that formal
7 observation/evaluation cycles will not typically be possible for substitute. Nevertheless,
8 because of the importance of providing substitutes with feedback on their performance, a
9 form will be provided to administrative/supervisory evaluators for their use in providing
10 feedback in the standardized format. All feedback forms will be sent to the Human
11 Resources department, which will file the original form in the substitute’s personnel file,
12 and return a copy to the originator, and promptly provide a copy to the substitute.
13 A substitute may request an appointment to review any feedback received in the Human
14 Resources department and may attach addenda to their feedback forms following such
15 review.
- 16 G. Contract Rights – A regular substitute, as determined by the PERC decision, shall have
17 the rights of the following sections of this Agreement:
- 18 Preamble
- 19 1. Definitions
- 20 2. Anti-Bias and Non-Discrimination
- 21 3. Recognition
- 22 4. Agreement Duration and Reopeners
- 23 5. Status of the Contract
- 24 6. Conformity to Law
- 25 7. Rights of the Board
- 26 8. Distribution of the Contract
- 27 9. Bargaining a New Contract
- 28 10. Association Leaves
- 29 11. Dues Deductions
- 30 12. Building use
- 31 13. Communications
- 32 14. Delivery of Service
- 33 23. Insurance Benefits

1	25. Travel Allowance
2	26. Compensation for Required Hearings
3	28. Payroll Deductions
4	30. Compliance Provision
5	35. Salary and Contract Provisions of Substitute Employees
6	40. Instructional Materials/Parental Review
7	41. Grading Practices
8	42. Ownership of Materials
9	45. Calendar – Term of Employment
10	47. Professional Work Day Provisions
11	48. Planning Periods
12	49. Staff Protection
13	50. Covering Classes
14	<u>56. Student Discipline/Administrative Responsibility</u>
15	<u>57. Documentation of Incidents</u>
16	<u>58. Employee Duties and Responsibilities</u>
17	<u>59. Physical Facilities</u>
18	<u>63. Job Description</u>
19	<u>65. Elementary Schools (Grades K-5)</u>
20	<u>66. Middle Schools (Grades 6-8)</u>
21	<u>67. High Schools (Grades 9-12)</u>
22	<u>70. Special Education, ESAs, and <u>Multi-lingual Instruction</u></u>
23	<u>73. Supplemental Contract</u>
24	<u>75. Personnel Files</u>
25	<u>76. Cause</u>
26	<u>77. Equitable Treatment</u>
27	<u>78. Harassment and Discrimination</u>
28	<u>79. Staff Diversity Plan</u>

1 Article XIV – Grievance Procedure – This article is the only article of this Agreement
2 applicable to regular substitute employees except as provided herein.

3 Unless specifically noted, items included in the appendices do not apply to
4 substitutes.

5 **ARTICLE VI – INSTRUCTION**

6 **Section 36 – Academic Freedom**

7 A. Academic freedom is defined as:

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

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

23 **Section 37 – Classroom Visitors**

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

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

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1 **Section 38 – Administrative Observations**

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

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

8 **Section 39 – Materials Selection**

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

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

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

25 **Section 40 – Instructional Materials/Parental Review**

- 26 A. Any parent, guardian, or person having control or custody of any student enrolled in a
27 school may arrange, with the building administrator of that school, a specific time to
28 review and examine all instructional materials of whatever nature, whether audible or
29 visual, used or to be used in any course of instruction in which the student is enrolled
30 except examination materials in advance of the date of examination.
- 31 B. All complaints to the use of any materials must be presented utilizing the Request for
32 Reconsideration of Instructional Materials Form (as per Regulation 2020) and will
33 include the name of the author, title, the publisher, and the objections by pages and items;
34 or in the case of materials other than printed materials, written information specifying the
35 precise nature of the objection. The statement must be signed and identified in such a
36 way that a proper reply will be possible.

- 1 C. When a complaint is received, all appropriate persons will be notified and the time and
2 content of the review process will be established in consultation with such appropriate
3 persons.
- 4 D. An individual student may be excused from using challenged materials after the parent or
5 guardian has completed the Request for Reconsideration of Instructional Materials Form.
6 The teacher will then assign the student alternate materials of equal merit.
- 7 E. The use of challenged materials by class, school, or District shall not be restricted until
8 final disposition has been made by the appropriate review committee. Individuals may be
9 excused from using challenged materials according to the Procedure for Individual
10 Request.
- 11 F. In deliberations of challenged materials, a District’s Review Committee shall consider the
12 educational philosophy of the District, the professional opinions of other teachers of the
13 same subject, and other competent authorities, reviews of the materials by reputable
14 bodies, the teacher’s own state objectives in using the materials, and the objections of the
15 complainant.
- 16 G. The findings of the Building Review Committee and/or District Review Committee shall
17 be a matter of written record and transmitted to the Superintendent and the appropriate
18 level Assistant Superintendent who will notify the interested parties of the findings.

19 **Section 41 – Grading Practices**

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

- 23 A. It is adequately documented.
- 24 B. It is based on achievement.
- 25 C. It is consistent with school and/or District rules.

26 Report card grades will be entered into the District grading system no later than the building-
27 assigned due date as required at the assigned grading intervals.

28 **Section 42 – Ownership of Materials**

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

ARTICLE VII – STAFF DEVELOPMENT

Section 43 – Professional Development

A. The parties agree that professional development should be aligned with District goals, the District’s Strategic Plan, and District and building improvement plans. Professional development 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 development. Professional development meetings will include the Association leadership and District leadership responsible for providing professional development for educators.

The parties shall use data, including annual survey of certificated staff, to critique and appraise the professional development system and to address professional learning needs.

B. Optional Professional Development Hours – Each regularly contracted full-time certificated employee shall be entitled to twenty-one (21) professional development 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)

1. Fourteen (14) Optional Self-Selected Professional Development hours. Optional Self-Selected Professional Development hours may be used for the following:

- a. District offered professional development,
- b. SCDM building approved professional development,
- 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 Development 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.

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

- 5 2. Seven (7) Optional Technology Professional Development hours. Technology Hours
6 will be available for the implementation of technology to enhance instruction and
7 overall effectiveness. The District and building will offer designated technology
8 professional growth development opportunities specifically for the use of these
9 optional technology hours. The optional technology hours are contingent upon the
10 approval of the Technology Levy.

11 C. District Guided Professional Development Hours

- 12 1. Two (2) days (fourteen (14) hours) of required District Guided Professional
13 Development will be provided to all certificated staff whether full-time or part-time.
14 Days will be included as part of the base salary.

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

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

- 23 i. Standards and curriculum implementation,
24 ii. Instructional approaches as identified by the District instructional
25 framework (CEL 5D+), District Content Frameworks, and Washington
26 State Learning Standards,
27 iii. Implementation of technology to enhance instruction,
28 iv. Building and District improvement plans, and
29 v. District initiatives aligned to strategic goals.

30 c. The District will provide professional development for all early childhood
31 educators at planned intervals throughout the school year. The dates of such
32 professional development will be provided to Early Childhood Learning staff
33 by September 15th of each school year with the option of additional courses
34 being offered as needed throughout the year. If additional courses are offered,
35 five (5) work days prior notice will be given.
36

37

- 1 2. Seven (7) hours will be designated as District hours to be used flexibly throughout the
2 course of the school year. These district hours will be available for any training that
3 is a requirement for employment with the District or specific to maintaining a
4 professional assignment (e.g. Safe Schools, district-initiatives, curriculum, etc.). The
5 hours may be used for any professional development opportunity offered on the
6 published Tacoma Public Schools Professional Development catalog. Hours worked
7 are paid at per diem rate, based on the employee’s placement on the combined salary
8 schedule (base + PRS). Any additional required training outside the workday beyond
9 the seven (7) hours will also get paid at the employee’s per diem rate.

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

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

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

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

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

28 **Section 44 – K-12 Professional Learning Communities and Late** 29 **Start**

30 A. Definitions

- 31 1. Professional Learning Community (PLC) – A PLC is a team of educators who
32 meets regularly, shares experiences, analyzes data, and works collaboratively to
33 improve teaching skills and the academic performance of students.
- 34 2. When applicable, a PLC focuses on collaboration around:
- 35 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.

3. Late-Start Day – A school day which starts at least one (1) hour later than the usual start time for students. The PLC shall begin at the start of the contracted day to permit PLC work for staff across sites.

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 – 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 individually directed work time (e.g., collaboration with peers, calibration of materials, integration of PLC work, professional development, implementation of PD learning, data collection and analysis, school-wide initiatives, District-wide initiatives, attend District or building PD, SafeSchools, etc.)

In the event that a month contains a fifth (5th) late-start day, that day shall be building/district directed.

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 jointly as appropriate for their work. Educators shall inform their relevant supervisors of their PLC participation.

PLC meetings are conducted at a District site of the team’s choosing. Online meeting platforms can be used if team members are working from different District sites. 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

1 needed as part of the evaluation process. Paperwork should not unduly detract from the
2 work of the PLCs, nor should it create significant extra work for PLCs.

3 Administration, coaches, and other support staff may assist in the facilitation process of
4 PLCs in order to help develop staff member capacity. However, the use of PLC time is
5 not a replacement for regularly scheduled staff meetings.

7 **ARTICLE VIII – CONDITIONS OF WORK**

8 **Section 45 – Calendar-Term of Employment**

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

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

18 When a change is required to the calendar outside of this guidance, the District will, as
19 soon as possible but no later than five (5) business days prior to the first day of school,
20 provide a rationale.

21 The first (1st) student contact day of the school year will be after Labor Day.

22 When Veterans’ Day falls on a Tuesday, the preceding Monday will be a non-student
23 day. When Veterans’ Day falls on a Thursday, the following Friday will be a non-student
24 day.

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

26 Winter Break will be ten (10) full weekdays and inclusive of three (3) weekends.

27 Spring Break will be five (5) full workdays and inclusive of two (2) weekends.

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

31 Staff may work remotely as long as they are able to perform essential functions of the job
32 and students are not on campus. When in-person meetings are required, a rationale will
33 be provided to the Association and the District at least five (5) business days prior.

- 1 C. Make-up Days – Four (4) make-up days for District-wide school closures shall be
2 designated in the adopted calendar. Two (2) make-up days will be embedded in the
3 school year calendar prior to the last scheduled day of school, and two (2) days will be
4 added after the last scheduled day of school. When make-up days are necessary to meet
5 the required number of student days, school closure days shall be made up in the order
6 they were missed, i.e., the first (1st) available make-up day will be used for the first (1st)
7 day of closure, and the make-up time shall not increase the previously established time in
8 the calendar. In the event the District is closed by the Superintendent in excess of the
9 three (3) make-up days, negotiations shall begin within five (5) school days after schools
10 are reopened to amend the school calendar to ensure the required number of student days.
11 If within ten (10) school days mutually agreeable make-up days are not arrived at, they
12 will be scheduled at the end of the school year. In the event a closure only affects part(s)
13 of the District, the parties will meet as stated above to identify the make-up days.
- 14 D. Non-School Assignments – Employees not assigned to a school/level will work the days
15 on the school calendar which most closely correlates with the school/level at which they
16 perform a preponderance of their duties.
- 17 E. Early Dismissal Days – The last day of school will be an early dismissal day for students.
18 Employees will be released thirty (30) minutes after students are released. Employees
19 not assigned to a school building will work the same number of hours as high school
20 personnel.
- 21 F. Conference Days – Elementary, middle, and high school conference days may be flexibly
22 scheduled with the approval of the Superintendent or designee to accommodate
23 attendance by families.
- 24 G. Student Year Waiver Days – The parties agree the District may make application for a
25 state waiver of up to five (5) student instructional days in each year of this Agreement.
26 These days will be regular work days for employees as set forth in Section 47,
27 Professional Work Day Provisions. Placement of these days in the calendar is subject to
28 the process outlined above in this section as part of establishing the school year calendar.
29 Activities will be based on the goals and developed through the SCDM. The primary
30 purpose of these days is for setting and working toward academic and instructional goals
31 that includes supporting the improvement of instruction, implementing the Continuous
32 Achievement Plan (CAP), and developing leadership capacity. It is the intention of the
33 parties that these waiver days will eliminate the need to schedule required time beyond
34 the contract day or during planning time for these activities.

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

1 **Section 46 – Non-Teaching Work Assignments**

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

7 **Section 47 – Professional Work Day Provisions**

8 A. Work Day – Employees assigned to a school shall work a straight seven and one-half
9 (7.5) hour day inclusive of not less than a thirty (30) minute duty-free lunch period
10 exclusive of passing time. A five (5) minute passing time shall also apply to Elementary
11 Specialists. This shall be considered the professional work day. No teacher will be
12 required to teach outside the regular student day.
13 Employees, upon notifying the office, may leave their place of duty during lunch.
14 Employees may leave their assigned buildings during the work day with the approval of
15 the building administrator or supervisor.

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

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

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

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

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

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

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

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

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

17 G. Remote Learning – No employee shall be required to provide remote live/synchronous
18 instruction if a closure is two (2) consecutive days or shorter.

19 **Section 48 – Planning Periods**

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

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

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

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

32 2. All full-time certificated elementary employees shall have a minimum of two
33 hundred and fifty (250) minutes per five (5) day week for the purpose of
34 educational planning. Each employee shall have at least (1) continuous thirty (30)
35 minute planning period on each full student day, amounting to a total of at least
36 one hundred and fifty (150) minutes per five (5) day week. In addition, the
37 remaining one hundred (100) minutes shall be provided in blocks of no less than

- 1 3. twenty (20) consecutive minutes.
- 2 4. Part-time employees shall have weekly minute educational planning time
- 3 allotments pro-rated by the length of their assignment and the allotment of
- 4 planning time at their grade level for full-time employees. Planning time shall be
- 5 in blocks of time of no less than twenty (20) minutes.

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

7 Elementary planning periods shall be assigned during the student instructional day and

8 shall be exclusive of elementary conference days, the thirty (30) minutes duty free lunch,

9 and travel time between assignments.

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

11 B. ESA personnel assigned to more than one (1) location shall have planning time allocated

12 proportionally to the time assigned to each school or program site, given that one (1) plan

13 period per day is a full thirty (30) minutes. Planning time shall be in blocks of time no

14 less than twenty (20) minutes. The planning time schedule shall be developed in

15 consultation with appropriate principal(s) or supervisor(s).

16 C. Planning periods shall not be assigned during the Board Policy designated thirty (30)

17 minutes at the beginning and end of the professional work day.

18 **Section 49 – Staff Protection**

19 A. Safety Initiatives – In order to assure a safe learning environment for students and staff

20 and to affirm a commitment to zero tolerance for weapons and violence in the schools,

21 the District and the Association agree that the following initiatives will be implemented

22 over the duration of the Agreement.

23 1. A needs assessment of school safety involving students, staff, and parents will be

24 undertaken as needed. The needs assessment shall include building security and

25 operational procedures, staff access to phones for emergency communications,

26 District-wide policies on school safety, and emergency procedures as needed.

27 2. Best practices and promising approaches in violence prevention training shall be

28 made available to staff.

29 B. Preservation of Order in the Schools

30 1. An employee may use such force as is necessary for self-protection from attack or

31 to prevent injury to another person (adult or student).

32 2. The District shall give priority consideration to the utilization of appropriate

33 security personnel at functions such as athletic events, school plays, concerts, and

34 other school functions to maintain discipline and order.

35

1 3. Employees will not, nor shall they be asked or required to, search students,
2 lockers, or student possessions.

3 C. Threats to Safety – Employees who are threatened with bodily harm by any individual or
4 any group, while carrying out their occupational obligations shall immediately notify the
5 building principal or supervisor. The principal or supervisor shall notify the designated
6 Level Director of the threat and take immediate steps in cooperation with the employees
7 to provide every reasonable precaution for their safety. Precautionary steps shall be
8 reported to the designated Level Director at the earliest possible time.

9 D. Labor and Industries Disability – Upon the determination by the Washington Department
10 of Labor and Industries (L & I) that an employee has been physically disabled by a job
11 related injury or illness because of an assault on the employee’s person arising out of
12 and/or in the course of the employee’s employment, the District will grant the injured
13 employee leave of absence with normal contract pay for the duration of the injury or
14 illness, not to exceed twelve (12) months, with no reduction in accumulated sick leave.

15 1. The injured or ill employee shall undergo such medical examinations by qualified
16 examiners as requested by the District. When found fit for duty the employee
17 shall return to duty pursuant to the rules and procedures of and standards set by
18 the Washington State Department of L & I, except that placement in apposition
19 shall be pursuant to the terms of the Agreement; provide, however, the District is
20 authorized to establish a modified duty assignment to accommodate the employee
21 until said employee is released to assume regular duties.

22 2. The employee shall, as a condition of receiving benefits under Section 49.D, Staff
23 Protection, L & I Disability, execute an assignment of the proceeds of any
24 judgement or settlement in any third (3rd) party action arising from such injury or
25 illness in the amount of compensation received pursuant to Section 49.D, Staff
26 Protection, L & I Disability, but not to exceed the amount of such proceeds. Such
27 assignment shall be in the form prescribed by the Prosecuting Attorney’s Office
28 of Pierce County.

29 E. District Liability Insurance – The District shall protect employees by maintaining a
30 standard comprehensive bodily injury and property damage public liability insurance
31 contract in the amount of \$1,000,000 per occurrence.

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

38 The District recognizes its obligation to provide insurance under RCW 28A.400.370. In
39 the event of a repeal or amendment of that statute during the life of this Agreement, the

40

1 District agrees to continue in effect the insurance provided under that statute for the
2 remaining life of this Agreement.

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

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

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

19 Procedures for submitting a claim:

- 20 1. Notify your supervisor and site security immediately.
- 21 2. Notify police, and get a report or incident/case number within forty-eight (48)
22 hours of the event.
- 23 3. Complete an Employee Personal Property Loss/Damage claim form (Appendix
24 V).
- 25 4. Attach the police report or provide the incident/case number, along with a
26 description of the damage, and a repair cost estimate of the damage.
- 27 5. Submit information to the District’s Risk Management Department within thirty
28 (30) calendar days.

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

31 I. Personal Property Damage/Loss Prevention – The District will reimburse an employee
32 for damage or loss of personal property, vehicles excluded, or personal
33 instructional/educational equipment used by the employee in the course of employment
34 pursuant to the following conditions. When the loss occurs through no fault of the
35 employee’s own the District will reimburse the employee to a maximum of \$1,000 per
36 incident. Reimbursement shall be based upon a reasonable estimate of current value. The
37 District may, at the District’s discretion, require an employee to show reasonable evident

1 of theft or damage. Employees must take reasonable care to protect their personal or
2 instructional/educational equipment.

3 Procedures for submitting a claim:

- 4 1. Notify your supervisor and site security immediately.
- 5 2. Notify police, and get a report or incident/case number within forty-eight (48)
6 hours of the event.
- 7 3. Complete an Employee Personal Property Loss/Damage claim form (Appendix
8 V).
- 9 4. Attach the police report or provide the incident/case number, along with a
10 description of the damage, and a repair or replacement cost estimate of the
11 damage(s) to or loss of the property.
- 12 5. Submit information to the District's Risk Management Department within thirty
13 (30) calendar days.

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

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

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

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

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

37

1 M. Community Health and Environmental Events – in the event of transmission of a
2 communicable illness that was acquired in the workplace and requires a period of
3 quarantine per State and/or County Health Department Guidance, the parties shall meet to
4 negotiate an MOU appropriate for the event.

5 N. Employee Vaccination – The District and the Association recognize that specific
6 vaccinations may be required by State and/or County Health Department Guidelines. If
7 an employee chooses not to be vaccinated and does not qualify for a medical or religious
8 exemption, the employee will go through the process of non-disciplinary termination of
9 employment. If the vaccine mandate is lifted or the employee has proof of vaccination,
10 they will have access to recall per Section 95 of the CBA.

11 O. Damage to Personal Durable Medical Equipment – The District will reimburse an
12 employee for damage or theft of Durable Medical Equipment including such things as
13 hearing aids, glasses, and wheelchairs used by the employee in the course of their
14 employment pursuant to the following conditions:

- 15 1. The equipment is necessary for the employee to perform their job duties.
- 16 2. A police report, if applicable, must be filed and a copy of said report must be
17 provided to the District within 48 hours of the incident.
- 18 3. Reimbursement shall be based upon the replacement costs.
- 19 4. The District may, at its discretion, require an employee to show reasonable
20 evidence of theft or damage.
- 21 5. If the Durable Medical Equipment is necessary for employees to perform their job
22 duties, a reasonable leave request may be granted by the supervisor/District, with
23 no leave being drawn from the employee’s accrued balances.
- 24 6. An employee must submit their claim on a form provided by the district. The
25 claim for reimbursement must be made to the District/principal within thirty (30)
26 days of theft or damage or the claim is waived.

27 **Section 50 – Covering Classes and Loss of Planning**

28 A. Class coverage

- 29 1. The principal or designee may request employees holding a valid teaching
30 certificate to cover classes in cases of emergency or when arrangements for a
31 regular substitute cannot be made either because of a time factor or the
32 unavailability of a qualified substitute.
- 33 2. At the beginning of the school year, the principal/supervisor shall seek names of
34 volunteer staff members willing to provide such coverage. Staff members who do
35 not wish to provide such coverage shall only be required to do so in the event of
36 an emergency when no other certificated or classified staff members are available.

1 SCDM shall create a rotating coverage list to include all certificated staff to
2 ensure balanced coverage. The list shall also note those staff members who
3 volunteer. Staff members shall not be required to provide class coverage more
4 than 3 times per month.

5 When an unfilled absence occurs:

6 Level 1: Volunteers on the list will be asked first for coverage.

7 Level 2: Should volunteers not be available, the coverage list will be used
8 according to the established rotation.

9 Level 3: When the coverage list limit is reached during a month, classes
10 will be split into other classes. This level will also prompt the District to
11 find solutions for subsequent absences.

- 12 3. Unless the staff member volunteers, elementary coverages for general education
13 classrooms will not span students of more than 2 grade levels.
- 14 4. An emergency is understood to mean a sudden condition or state of affairs calling
15 for immediate action. If it is evident that the emergency will extend beyond one-
16 half (0.5) hour and if time will permit a substitute to serve at least two (2) hours of
17 the school day, a qualified substitute will be immediately called.
- 18 5. Arrangements for class coverage may be made between teachers with the building
19 principal's approval.
- 20 6. Student teachers and non-certificated personnel may be used to cover classes only
21 in an emergency situation. Except in unusual circumstances, student teachers and
22 non-certificated personnel shall not cover classes other than those to which they
23 are regularly assigned.
- 24 7. The Board agrees that any District-wide effort to use classroom teachers, itinerant
25 teachers, librarians, student teachers, counselors, and personnel other than regular
26 substitutes to cover absences of teachers for the purpose of avoid the usual costs
27 for substitutes shall first be subject to the negotiations process.
- 28 8. Staff members who experience a loss of planning period or cover a class or a
29 portion thereof in addition to their own, shall be paid per instance according to the
30 table below.
- 31 9. When a staff member must cover an assignment that is different than their regular
32 assignment for a whole day, the staff person will receive payment for their
33 regularly scheduled planning time based on the table below. Staff members who
34 cover a partial day will receive loss of planning if their regular planning falls
35 during the time they were covering another assignment.

36

1

More than fifteen (15) minutes/up to thirty-five (35) minutes	\$35
More than thirty-five (35) minutes/up to sixty (60) minutes	\$50
More than one (1) hour/up to ninety (90) minutes	\$70
More than ninety (90) minutes/less than three (3) hours	\$90
Three (3) hours or more	<u>\$180</u>

2 **Section 51 – Co-Teaching**

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

7 B. Prerequisites

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

21 C. Responsibilities

- 22 1. Both instructors are responsible for the learning of all students while engaged in a
23 co-teaching arrangement.
- 24 2. Both instructors are responsible for aligning instruction to standards.
- 25 3. School sites shall not use one (1) member of a co-teaching pair as an emergency
26 in-house substitute for another classroom.
- 27 4. Both instructors shall be responsible for data collection, grading, progress
28 reporting, and management for all students.

- 1 5. Student IEPs shall be developed collaboratively, but are the responsibility of the
2 Special Education Teacher.

3 **Section 52 – Innovative Schools**

- 4 A. **Initial opening of an innovative program/school** – After a proposal for an innovative
5 program has been made, the Association will be notified within ten (10) business days of
6 District receipt of the proposal. If the District’s decision is to move ahead with
7 implementing the proposal, the Association will be notified within three (3) business
8 days, and a date will be set to begin discussion regarding any aspect of the new program
9 that may not align completely with the Collective Bargaining Agreement.
- 10 B. **Adding an innovative program to an existing school** – The SCDM process for staff
11 voting and structuring must be used if the program will be added to an existing school.
12 Those staff who voted against the innovative program addition have the opportunity to
13 self-displace.
- 14 C. **Communication with students and families** – Annually the District will provide clear
15 and detailed communication to potential students and their families explaining the
16 innovative program options available to them, how the innovative program differs from
17 the traditional comprehensive programs, and the expected student and/or family
18 commitment, if any, required to participate (for example transportation, participation in
19 field studies, end of program tests, etc.).
- 20 D. **Innovative program budget** – The District and Association recognize that operating a
21 school with an innovative program may incur additional costs above those of the
22 comprehensive schools across the District. Any additional costs associated with
23 implementing and maintaining the innovative program/school will be calculated using
24 staff input and District budgeting procedures in line with School Board Policies 2015 and
25 2015R.
- 26 E. **Closing a Program** – For the purposes of closing a program only, the innovative
27 program can be discontinued either by District decision or program/school staff decision
28 with District approval. The SCDM will provide notice to the District by January 15 if
29 there is a request to close a program. The District will provide notice of any changes to
30 the staff by April 1st for the following year. The notice must include a rationale for the
31 transition away from the program and plan for the staff and students impacted.
- 32 F. **Training** – The initial and annual training required to maintain the program/school will
33 be provided by the District. Staff new to the building will participate in initial training
34 upon their assignment to the school. Returning staff will have the opportunity for
35 additional annual training on a rotating basis that ensures equity across staff. Training
36 necessary to the program, that occurs outside of the contract day or year, will be paid at
37 extra work for extra pay workshop rate. If a staff member begins working in the
38 program/school mid-year, initial informal training will be provided immediately followed
39 by formal training as soon as is possible but not later than the following school year. The

1 Association will provide input to the District regarding ongoing training needed prior to
2 the implementation of the innovation based on the governing agency where available.

- 3 G. **Curriculum and materials** – Where an innovative program/school requires specific
4 curricular materials, the District will provide access to those materials for each staff
5 member who needs them. Where the curriculum of the innovative program/school does
6 not align with District pacing guides and curriculum, the innovative program’s/school’s
7 curriculum will take precedence. Consumables and classroom materials which need
8 replacement will be provided by the District to ensure the continuity of program over
9 time. Where a specified curriculum does not exist, the innovative program/school has the
10 flexibility to utilize the District curriculum and additional supplemental materials to meet
11 the innovative program’s/school’s needs. The District will take input from the
12 Association on the respective curriculum and materials.

13 If your alternative work conditions require a remote work site, the District will provide
14 all the basic instructional materials and equipment as in-person. Staff shall make a
15 request to administration for additional essential instructional materials needed. Access
16 to the technology/communication will follow district procedures.

- 17 H. **Staffing** – Innovative programs/schools will have coaches and administrators specifically
18 trained in the implementation of the innovative program/school. New staff to the building
19 will agree to supporting and implementing the innovative program/school. Staff
20 displaced into school with an innovative program have the opportunity to self-displace if
21 they cannot agree to supporting and implementing the innovative program/school. The
22 District and Association jointly agree that there may be a need for additional staffing due
23 to the specific requirements to the program/school. The District and Association will
24 review staffing annually and the Association will provide input.

25 Beginning with the 2023-24 school year, schools choosing to hold an advisory model, to
26 include homeroom, seminar, SEL Time and/or Whole Child time shall use the SCDM
27 waiver process (Section 17) to exceed this total.

- 28 I. **Scheduling** – Where innovative programs/schools require a change to the annual
29 calendar, daily calendar, or additional days (i.e. camps), the District will compensate
30 employees who are working beyond the contract day or year for their program and will
31 provide all necessary administrative support to implement these additional days/hours.

- 32 J. **Program Evaluation** – Annually, with Association input, each Innovative
33 program/school shall be evaluated for success.

34

1 **Section 53 – 504 Process**

2 A. Definitions

- 3 1. **Section 504:** The provision of the Civil Rights Law that permits an interactive
4 process to provide accommodations and modifications as necessary for student
5 access to academic participation.
- 6 2. **504 Plan:** An alternative route for students with healthcare or learning needs to
7 adequately access instructional content and programs.
- 8 3. **Intervention Team:** The team consists of the site 504 team lead and those staff
9 who are needed to determine appropriate accommodations and modifications.
- 10 4. **504 Meeting:** The interactive process by which appropriate school personnel and
11 student guardians develop appropriate accommodations and modifications for
12 equitable access to academic participation.

13 B. Implementation

- 14 1. Every school and/or site may host an intervention team meeting. Every effort will
15 be made to hold the meeting during the contracted work day.
- 16 2. For any portion of those meetings that extend outside of the contracted work day
17 at the request of a parent/guardian:
 - 18 a. Certificated staff will be compensated at their per diem rate, based on
19 the employee’s placement on the salary schedule, hourly rate (base +
20 personal responsibility stipend) for the accumulated hours submitted in
21 15-minute increments, or
 - 22 b. The employees and building site administrators may mutually decide if
23 the employees’ work will be redistributed before and after the
24 instructional day to provide meeting flexibility.

25 **Section 54 – Student Resource and Review Team**

- 26 A. Every school and/or site shall host a regularly scheduled Student Resource/Review Team
27 (SRT) meeting. SRT meetings are intended for the purpose of collaboration regarding
28 interventions in response to individual student needs. The leader of the team shall be
29 determined by the school/site and will coordinate the agenda for each SRT meeting. The
30 leader shall invite other professionals, interventionists, and providers, as needed, to the
31 SRT meeting at least twenty-four (24) hours in advance.
- 32 B. Building SRT meeting are held for no more than sixty (60) minutes per meeting and
33 attendance of those assigned to that building is required, along with a general education
34 representative, and any itinerant special education staff who can attend depending upon
35 the number of other schools assigned. Additional meetings may be held at the discretion

1 of the SRT. If a SRT meeting goes beyond the employee workday, the employee(s),
2 building administrator, and representative of the Special Education Department will
3 mutually decide if the employee(s) will be compensated as provided in Section 47,
4 Professional Work Day Provisions, or by redistributing before and after instructional day
5 time to provide meeting flexibility.

6 **Section 55 – Special Education**

7 A. Definition – The District and the Association recognize the right of each student to a Free
8 and Appropriate Education (FAPE) in their Least Restrictive Educational (LRE) setting.
9 We recognize that every student is a general education student first; students with
10 educational disabilities are entitled to Specially Designed Instruction (SDI), related
11 services, supports for school personnel, and appropriate educational accommodations and
12 modifications, as determined by the results of an educational evaluation and the student’s
13 Individualized Educational Program (IEP) team.

14 B. Practices – For students to receive special education and related services, the IEP shall
15 indicate the services to be provided

- 16 1. The District supports inclusive practices for students with disabilities, as
17 determined by each student’s IEP team. The inclusion of students with disabilities
18 in the general education program requires cooperation and communication
19 between general and special education staff. Prior to the entry of a student with
20 disabilities into the general classroom, the receiving teacher shall be provided
21 with information regarding the student’s special needs.
- 22 2. Students with disabilities who are included in general and specialist classrooms
23 shall be counted in the class count of the general teacher and specialist for the
24 portion of the day they are included in the class.
- 25 3. If a student is assigned an individual paraeducator or a nurse, per the terms of the
26 IEP, the assigned professional shall not be considered to adjust the classroom
27 student-teacher ratio unless and until the ration exceeds two to one (2:1).
- 28 4. If, in the judgement of any parent, teacher, or specialist, a student with disabilities
29 is not profiting from a placement or the student is creating a substantial disruption
30 to the educational process, a parent or teacher may request an IEP meeting to
31 discuss the student’s placement, request assistance and/or recommend that
32 consideration be given to modifying the IEP, consistent with federal, state, and
33 District rules, regulations, and policies.

34 C. IEP and Evaluation Meetings – Any employee required to attend an IEP or evaluation
35 meeting that occurs outside the regular work day shall be compensated at the per diem,
36 based on the employee’s placement on the base salary schedule, hourly rate for the
37 accumulated hours rounded off to the nearer thirty (30) minutes. Members of an
38 Evaluation or IEP team shall be compensated for any meeting time that extends beyond

39

1 their contracted work day. Claims shall be submitted by the last working day of the pay period
2 following the pay period in which the time was worked.

3 D. Case Management

- 4 1. Case managers are responsible for the provisions of summative IEP information,
5 such as the IEP at a Glance, for their caseload of students with disabilities to all
6 staff with the responsibility to implement the provisions of the IEP.
- 7 2. Case managers shall coordinate IEP meetings to address changes to the IEP in
8 response to the student’s needs.
- 9 3. Case managers shall coordinate scheduling of classes and/or services for the
10 students on their caseloads.
- 11 4. Case managers maintain relevant student records related to IEPs, progress
12 monitoring, and accommodations/modifications.

13 **Section 56 – Student Discipline/Administrative Responsibility**

14 The District shall assure that an administrator or identified designee shall be available to respond
15 to emergency situations at each school and program site during the student school day.
16 Administrative designees will be reported to the Association and the District no later than
17 September 15th of each year.

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

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

- 24 1. Verbal or physical threats, intimidation, or assault or interference with an
25 employee by use of force or violence; or
- 26 2. Failure by a student to comply with written rules and regulations established by
27 the District; or
- 28 3. Failure by a student to comply with instructions of employees made within
29 proportion to the issue; or
- 30 4. Failure by a student to comply/engage/accept the reasonable disciplinary actions
31 of employees; or
- 32 5. Conduct which materially and substantially interferes with the educational
33 process; or
- 34 6. Failure to identify oneself upon request by an employee in the school building, on

1 school grounds, or at school sponsored events.

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

- 4 1. Employees shall administer discipline pursuant to federal and state laws and
5 regulations.
- 6 2. An employee may use necessary actions for self-protection from attack or to
7 prevent injury to another person. Considerations for manifestation of disability
8 should be considered and include trained staff.
- 9 3. Disciplinary Removal from Class or Activity Period – Employees are empowered
10 to exclude students from the classroom or activity area under certain conditions as
11 long as the student’s Individualized Education Program (IEP)/Behavior
12 Intervention Plan (BIP) is being followed. Employees may exclude a student
13 under their supervision who is creating a disruption of the educational process or
14 who is in violation of the building disciplinary standards.
15 The student may be excluded for all or any portion of the school day or until the
16 principal or principal’s designee and the employee have conferred within the
17 limitations contained herein.

18 Limitations:

- 19 a. Except in emergency circumstances as provided in WAC 392.400.330, the
20 employee shall have first attempted one (1) or more alternative forms of
21 corrective actions and/or adherence to the student individual IEP/BIP.
- 22 b. Notification both email and verbal will be required if any excluded student is
23 returned to a particular class or activity from which the student was initially
24 excluded during the same class or activity period.
- 25 c. In the case of an assault on a staff member, the student, at the
26 recommendation of the employee, shall be removed from the employee’s
27 class, and a disciplinary transfer may be initiated unless otherwise prohibited
28 by state or federal law. In the case of an assault by a student who is not
29 assigned to the employee, a disciplinary transfer may be initiated at the
30 recommendation of the staff member unless prohibited by state or federal law.

31 In cases in which a student’s conduct substantially disrupts the classroom, a
32 student may be sent immediately to the school office by the employee without
33 corrective action.

34 Generally, conduct that rises to the level of substantial disruption is conduct
35 that essentially prevents instructional activities from occurring, regardless of
36 efforts to remediate the conduct of concern, unless state law dictates
37 otherwise.

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

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

- 8 4. The employee may, at any time, request in writing that an alternative class
9 assignment, disciplinary contract, or specific assistance be provided for a student
10 whose conduct or misbehavior warrants a recommendation for change. Such
11 request shall include documentation of the behavior and a list of the types of
12 corrective action already taken and/or if the adherence to the student individual
13 IEP/BIP has been followed.

14 D. Administrative Response

- 15 1. When a written report is sent to the principal or other school administrator
16 regarding student discipline, a request for alternative class assignment and/or
17 specific assistance, or recommendation for suspension or expulsion, the principal
18 or school administrator shall respond to the employee in writing concerning the
19 action taken, contact made with the parents or guardians, and any conditions
20 imposed on the student’s return to class. Response to the request will be made
21 within five (5) school days and include a plan of action to support the student.
- 22 2. When school authorities endeavor to correct misconduct or misbehavior through
23 counseling and/or conferencing with the student or the student’s parents, the
24 employee will be notified and be involved upon the employee’s request.

25 E. Recommending Suspension/Expulsion – If, in the employee’s judgement, student
26 conduct warrants suspension or expulsion of the student, the employee shall make written
27 recommendation accordingly to the building administrator. Suspension may also be
28 recommended by the employee when the employee reasonably believes that the student is
29 an immediate and continuing danger themselves, other students, employees, school
30 administrators, or the educational process of the student’s school. Any recommendation
31 must include specific examples and/or documentation of the disruptive or disorderly
32 conduct.

33 F. Special Education Discipline – The District will comply with all pertinent state and
34 federal laws and Board policy when disciplining students receiving special education
35 services. Upon request, the IEP team (i.e., school personnel, family, and student) will
36 reconvene to review the IEP and/or BIP of a special education student in which disruptive
37 behavior is directly impacting the classroom teacher.

38 G. Assault of Employee – If a student assaults an employee, intimidates by threat of force or
39 violence, or interferes with an employee by use of force or violence, in addition to

1 appropriate disciplinary action, the District will report the incident to the proper law
2 enforcement agency.

3 H. Building Discipline Review – Prior to the first (1st) day with students, school principals
4 will meet with the employees to establish and/or review District and building disciplinary
5 standards and procedures to ensure uniform enforcement of building standards. The
6 incidents shall be documented in the District-wide reporting system, per Section 57.

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

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

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

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

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

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

34

1 **Section 57 – Documentation of Incidents**

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

5 **Section 58 – Employee Duties and Responsibilities**

6 It is the responsibility of employees:

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

9 **Section 59 – Physical Facilities**

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

24 **Section 60 – School Construction**

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

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

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

1 **Section 61 – Student Teachers**

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

19 **Section 62 – Scheduling, Secondary Sites**

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

1 **Section 63 – Job Description**

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

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

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

9
10 **ARTICLE IX – CLASS SIZE/STAFFING**

11 **Section 64 – Regarding Reduction in Staff**

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

14 **Section 65 – Elementary Schools (Grades K-5)**

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

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

22 No regular class shall have more than twenty-two (22) students per session in kindergarten,
23 twenty-five (25) students at grade one (1) and two (2), more than twenty-six (26) students at
24 grade three (3), or more than twenty-eight (28) students at grade four (4) and five (5).

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

29 Multi-age classrooms will not span more than two (2) grades and will be no larger than twenty-
30 six (26) students in grades four (4) and five (5) and no more than twenty-two (22) students in
31 grades one through three (1-3).

1 Elementary Specialists (Library, Music, and Physical Education)

2 A. The district will create a team of Elementary Specialist Team Leads. A Team Lead will
3 be selected by an application process by the Administrator over specialists for those
4 specialist contents without an assigned coordinator. The selected team lead will receive
5 an annual stipend of \$2,500.

6 Specialist Team Lead responsibilities will include the following:

- 7 1. Collaborate on transparent communications between district and specialist
8 members
- 9 2. Facilitate Department Meetings
- 10 3. Facilitate PLCs
- 11 4. Provide input on the annual deployment process by reviewing Assignment
12 Preference Forms and the completed assignments prior to communicating
13 deployment
- 14 5. Coordinate materials inventory

15 B. Specialists will be allocated based on the identified need for planning period coverage, as
16 determined by the number of building staffed classrooms. Library allocations are based
17 on the number of classrooms times one (1) plus 270 minutes for maintenance weekly.
18 Music and Physical Education allocations are based on the number of classrooms times
19 two (2) per week.

20 C. Music and Physical Education Elementary Specialists' daily schedule will consist of no
21 more than nine (9) sections per day and will include planning, passing time, and lunch.
22 On Late Start days, the schedule will include no more than seven (7) sections plus
23 planning, passing time, and lunch. When the enrollment-driven Music and Physical
24 Education Elementary Specialist staffing formula drives a .4, a .5 or a .6 FTE allocation,
25 the Music or Physical Education Elementary Specialist may be shared between no more
26 than two sites. When an allocation to a particular site is .7, .8 or .9 FTE, the Music or
27 Physical Education Elementary Specialists' allocation will be rounded up to a 1.0 FTE.

28 D. Music and Physical Education Elementary Specialists with any FTE beyond the driven
29 model will support small groups with Multi-Tiered Systems of Support (MTSS) in
30 proportion to the additional FTE. The MTSS will be identified through a District
31 approved menu. Materials for implementation will be provided. Additional allocated
32 minutes beyond the MTSS support will be determined by the principal in collaboration
33 with the specialist and may include material management or other building support needs.

34 +0.1FTE = three (3) x twenty (20) minute MTSS sessions in a week

35 +0.2FTE = five (5) x twenty (20) minute MTSS sessions in a week

1 +0.3FTE = seven (7) x twenty (20) minute MTSS sessions in a week

2 E. When a specialist is shared between multiple sites:

- 3 1. Principals will work with their level directors, the affected specialist, and
4 Administrator to determine the work schedule, travel time, lunch location, and the
5 building where planning time will occur.
- 6 2. Whenever possible, specialists will not be shared between more than two (2) sites.
- 7 3. The site with greater FTE will be the specialist’s “home” site. The home site is
8 designated for Late Start/PLC days/activities, meetings, etc.

9 F. Full-time (1.0 FTE) elementary specialists will have the same amount of planning time
10 and instructional minutes each week as all certificated staff per Section 48.A, minus
11 passing and library maintenance time.

12 G. Elementary specialists will have five (5) minute passing times between classes.

13 H. Full-time (1.0 FTE) elementary librarian specialists will have two hundred and seventy
14 (270) minutes of library maintenance time per week. Partial FTE allocation will be pro-
15 rata for those employees working less than 1.0 (planning, library maintenance time, and
16 before and after WAC time).

17 **Section 66 – Middle Schools (Grades 6-8)**

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

22 The class size maximum for any individual class will be twenty-eight (28), Middle school and
23 the student load will be no greater than one hundred and forty (140), If one (1) or more classes
24 exceed the maximum, the student load will be less than one hundred thirty-nine (139). Music and
25 physical education classes will not exceed thirty-four (34) per class, and the student load will be
26 no greater than one hundred seventy (170). If one (1) or more classes exceed the maximum, the
27 student load will be less than one hundred sixty (160). No individual class shall exceed the limit
28 by more than two (2) students, unless agreed to in writing by the teacher as part of the class
29 size/daily load waiver process (Appendix VI).

30 For the 2022-2023 school year, schools with an approved block schedule may operate
31 recognizing only the maximum class size provisions. Beginning with the 2023-2024 school year,
32 student loads that exceed the above numbers shall use the waiver process.

33 Beginning with the 2023-24 school year, schools choosing to hold an advisory model, to include
34 homeroom, seminar, SEL Time and/or Whole Child time shall use the SCDM waiver process
35 (Section 17) to exceed this total.

1 **Section 67 – High Schools (Grades 9-12)**

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

6 The class size maximum for any individual class will be thirty (30). High school student load
7 will be no greater than one hundred fifty (150). If one (1) or more classes exceed the maximum,
8 the student load will be less than one hundred forty-nine (149). Music and physical education
9 classes will not exceed thirty-five (35) per class, and the student load will be no greater than one
10 hundred seventy-five (175). If one (1) or more classes exceed the maximum, the student load
11 will be less than one hundred sixty-five (165). No individual class shall exceed the limit by more
12 than two (2) students, unless agreed to in writing by the teacher as part of the class size/daily
13 load waiver process (Appendix VI).

14 Beginning with the 2023-24 school year, schools choosing to hold an advisory model, to include
15 homeroom, seminar, SEL Time and/or Whole Child time shall use the SCDM waiver process
16 (Section 17) to exceed this total.

17 **Section 68 – Tacoma Online**

18 In response to the development of an ongoing online learning environment including but not
19 limited to Tacoma Online, Flex, etc., the Association and the District will meet each January
20 during this Collective Bargaining Agreement to evaluate the class size implications of this
21 section.

22 Certificated staff working in the online environment will adhere to the District’s remote policy.
23 Any student using Tacoma Online courses will count towards total class sizes.

24 Tacoma Online Elementary School will apply the class size numbers listed in Section 65 of the
25 Collective Bargaining Agreement plus two (2) K-5 additional students. General overload
26 provisions outlined in Section 69 apply as written. District assigned staff, such as student
27 services and specialists, caseload provisions apply per Sections 65 and 70. Multi-age general
28 education classrooms will not span more than two (2) grades. If numbers exceed the stated
29 maximums by the second Friday of the school year, then adjustments may be made.

30 The total number of students in instructional classes for Tacoma Online Secondary Schools shall
31 not exceed one hundred fifty (150) per 1.0 FTE. Tacoma Online secondary teachers shall not
32 have PACE (advisory periods) that exceed twenty-five (25) students per 1.0 FTE in addition to
33 instructional load. General overload provisions outlined in Section 69 apply as written. If
34 numbers exceed the stated maximums by the second Friday of the school year, then adjustments
35 may be made. District assigned staff, such as student services, caseload provisions apply per
36 Section 70.

1 **Section 69 – General and Overload Provisions**

2 Compliance will be determined using the elementary classification report, or middle or high
3 school class schedule documents which show class loads as of the third (3rd) Friday or fifteenth
4 (15th) student day of each semester, whichever is later.

5 In the event that actual opening enrollment varies significantly from projections and there is an
6 overload in a specific department(s), a class size form must be submitted and adjustments will be
7 made by the District in consultation with the Association by the third (3rd) Friday or fifteenth
8 (15th) student day in September whichever is later.

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

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

16 A. Add certificated staff

17 B. Create additional sections

18 C. Pay as outlined below:

19 1. Middle and High School

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

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

24 2. Elementary School

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

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

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

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

1 twenty-four (24) for safety issues).

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

4 **Section 70 – Special Education Teachers, ESAs, and Multi-Lingual** 5 **Instruction**

6 A. Definitions

- 7 1. Educational Staff Associates (ESA): ESAs are a staffing category of educational
8 professionals, as defined by OSPI. Professionals holding ESAs include: school
9 counselors, school psychologists, school nurses, school social workers,
10 occupational therapists, physical therapists, speech-language pathologists, and
11 audiologists.
- 12 2. Self-Contained Classrooms: a classroom, where a special education teacher is
13 responsible for the instruction of most academic, adaptive, and social emotional
14 instructional areas.
- 15 3. Caseload Maximum: The maximum number of students whose IEPs are
16 coordinated and monitored by a 1.0 FTE case manager.
- 17 4. Learning Resource Teachers: Learning Resource teachers provide specially
18 designed instruction and or accommodations to student(s) with a disability in one
19 or more service areas as prescribed by the students Individual Education Plan.
20 Learning resource teachers act as case managers.
- 21 5. Specialty Providers: Certificated employees who are neither ESAs, nor IEP case
22 managers. Examples include Orientation and Mobility Specialists and Teachers of
23 the Visually Impaired.

24 B. Multi-Lingual Instruction:

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

31 C. Special education teacher class load information shall be made available upon request to
32 the Association by October 15, February 15, and May 15, annually. Special education
33 students shall be assigned to special education teachers as follows:

34

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

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

All self-contained Deaf/Hard of Hearing (DHH) classes shall have at least one (1) .875 FTE (Seven hours daily) paraprofessional. Tacoma Online self-contained classes shall have at least one (1) .8125 FTE (6.5 hours daily) Paraprofessional. Self-contained classes for students with intensive cognitive, behavioral, social-emotional, and physical needs will have at least two (2) .8125 FTE (6.5 hours daily) paraeducators. Additional support may be added to address program-specific and student-specific needs.

The District and the Association will maintain monthly special-education labor-management meetings. The meeting will include an updated distribution report of students across all sites for review. The District and the Association will review the distribution of students and address any concerns.

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)

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

3. Preschool Special Education Teachers

Program	Maximum Identified Students	Maximum Number of Peers
DHH	Eight (8) students per day	Two (2) students per day
Extended Day	Eight (8) students per day	Four (4) students per day
<u>Specialized Preschool</u>	<u>Six (6) students per session</u>	<u>Four (4) students per session</u>
Peer Inclusion Model	<u>Seven (7) students per session</u>	Seven (7) students per session

Each Peer Inclusion Model preschool classroom shall have at least one 0.700 FTE (seven (7) hours daily, four (4) days per week) paraeducator. DHH and Specialized Preschool classrooms shall have at least two (2) 0.700 FTE (seven (7) hours daily, Monday, Tuesday, Thursday, and Friday) paraeducator.

ECSE planning will be provided 40 minutes per day 4 days a week between the AM and PM session and 1 hour and 50 minutes on Wednesday mornings to equal 270 minutes per week.

D. Educational Staff Associate Caseload Maximums – ESA caseload information shall be made available upon request to the Association by October 15, February 15, and May 15, annually.

1. Speech Language Pathologists, Occupational Therapists, and Physical Therapists:

<u>ESA Category</u>	<u>Maximum Identified Students</u>
<u>Speech Language Pathologist</u>	<u>Forty-five (45) – the deployment team shall strive not to exceed two (2) sites for 1.0 FTE.</u>
<u>Occupational Therapist</u>	<u>Forty-two (42) – the deployment team shall strive not to exceed three sites for 1.0 FTE</u>
<u>Physical Therapist</u>	<u>Thirty-seven (37) – the deployment team shall strive not to exceed five sites for 1.0 FTE</u>

2. School Psychologists, Counselors, Social Workers, and Audiologists:

<u>ESA Category</u>	<u>Staffing Level</u>	<u>Considerations</u>
<u>School Psychologist</u>	<u>One (1.0) FTE per 800 students</u>	<ul style="list-style-type: none"> <u>No more than 65 initial evaluations and re-evaluations per year</u> <u>The deployment team shall strive not to exceed three (3) sites for 1.0 FTE</u>
<u>Counselors and Social Workers</u>	<u>One (1.0) FTE per 350 students</u>	<ul style="list-style-type: none"> <u>Each counselor will spend at least eighty percent (80%) of their work time providing direct and indirect services to benefit students.</u> <u>Task such as coordinating and monitoring student testing, supervising student testing, supervising students at lunch and recess, scheduling, and assuming the duties of other non-counseling staff are not direct or indirect services.</u>
<u>Audiologists</u>	<u>One (1.0) FTE per 11,500 students</u>	<ul style="list-style-type: none"> <u>Audiologists will not be assigned to more than seventeen (17) elementary sites for annual screenings.</u>

1 3. School Nurses

- 2 a. Non-Regional and Alternative programs, including but not limited to
3 Head Start, ECEAP, SAMi, SOTA, and IDEA, will be staffed with at
4 least a 0.1 RN FTE for every one hundred (100) students, depending on
5 student acuity needs as determined by department administration.
- 6 b. Regional Elementary programs will be staffed with RN FTE at a
7 minimum of 0.1 RN FTE for every one hundred (100) students with the
8 support of an LPN at 0.8125 FTE (six and a half (6.5) hours daily).
9 Additional staffing may be added depending on student acuity needs as
10 determined by department administration.
- 11 c. Middle Schools and Comprehensive High Schools under one thousand
12 (1,000) students will be staffed at a minimum of 0.5 RN FTE and 0.5
13 LPN FTE. Additional staffing may be added depending on student
14 acuity needs as determined by department administration.
- 15 d. Middle Schools and Comprehensive High Schools over one thousand
16 (1,000) students will be staffed at a ratio of one (1) RN FTE to every one
17 thousand (1,000) students with the support of an LPN at 0.1 FTE for
18 every set of one hundred (100) students over one thousand (1,000)
19 students.
- 20 e. Tacoma Online (TOL) will be staffed with RN FTE at a minimum of 0.2
21 FTE. Additional staffing may be added based on programmatic needs as
22 determined by program and department administration.
- 23 f. School Nurse mentors will be paid \$1,000 for the mentoring of a new
24 hire School Nurse (for a full year of mentoring), with an added \$500 for
25 each additional new hire School Nurse.
- 26 g. Nurses shall be provided with a duty-free lunch period of thirty (30)
27 minutes.
- 28 h. School nurses shall be provided a planning period in alignment with
29 Section 48. Planning periods shall not be scheduled during student lunch
30 periods or high traffic times in the health room. Planning periods should
31 be planned in partnership between the School Nurse and building
32 administration.
- 33 4. Specialty Providers, such as Teachers of the Visually Impaired and Orientation
34 and Mobility Specialists, shall be staffed in an equitable manner and with
35 consideration for their caseload and expertise. Staffing information and
36 calculations used by Student Services to determine FTE shall be available upon
37 request from the Association.

- 1 E. Where the ESAs are eligible to complete Medicaid reimbursement, are licensed to do so,
2 and the District reimburses the ESA for the cost of licensure maintenance, the expectation
3 is that Medicaid reimbursement is completed monthly.
- 4 F. Child Find – Initial FTE for each ESA staffing category will be based on the previous
5 school year’s total screenings and evaluations completed for the upcoming school year.
6 For the 2022-23 school year, the 2018-19 totals will be used due to COVID impacts on
7 screenings and evaluations. The caseload guidelines per each professional discipline will
8 be used to determine staffing and overload provisions will apply. Each May, the District
9 will provide the Association with the total number of screenings and evaluations
10 completed by ESA staffing category and the demographer’s projections for the upcoming
11 school year.
- 12 G. Team Leads – A team lead will be selected by an application process that includes
13 administration and department members. SLPs and Audiologists combined will have
14 three (3) Team Leads. Psychologists and Nurses will each have two (2) Team Leads. OTs
15 and PTs will each have one (1) Team Lead. In lieu of a team lead for OTs and PTs, they
16 may choose to convene as a group to determine the division of the responsibilities and the
17 stipend. Each Team Lead will receive an annual stipend of \$2500.

18 Team Lead responsibilities will include the following:

- 19 1. disseminate information from Student Services to their department members;
20 2. lead department meetings;
21 3. lead PLCs;
22 4. participate in the annual deployment process;
23 5. support the coordination of caseloads;
24 6. coordinate assessment and protocol inventory; and
25 7. serve as short-term coverage for emergency situations.
- 26 H. Deployment – The leadership team and district administration may use an alternative
27 staffing model of determining caseload, with collaboration of the District and the
28 Association
- 29 1. The District shall allocate special education and ESA staffing on a fair and
30 equitable basis, considering the degree of student need, number of sites served,
31 direct service responsibilities, and total student load.
- 32 2. Any peer process supporting deployment shall be transparent and subject to
33 review. The District agrees that any CAB deployment process shall honor staff
34 privacy.

- 1 I. 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 J. All certificated student services providers with case management responsibilities shall be
7 paid two (2) supplemental days, paid at the hourly rate, plus PRS and pro-rated for FTE.
8 These days will be paid at the second June paycheck.
- 9 K. Each full-time elementary school LRC teacher shall be allocated five (5) days per year,
10 within the existing contract year, to assist with administrative tasks related to the Special
11 Education Department. Part-time elementary LRC teachers will be provided with a pro-
12 rata portion of the days.
- 13 L. At each comprehensive secondary school, the Special Education Department chair, or
14 one other member of the Special Education Department, shall be provided one additional
15 planning period per day to assist the department with administrative task related to the
16 Special Education Department.
- 17 M. A workload relief pool of \$250,000 will be available for all student services staff to
18 access in the event of unusual workloads, including an unusually high or complex
19 number of IEPs.
- 20 N. A workload assistance pool in the amount of \$25,000 each year shall be provided to
21 support OT, PT, SLP, and audiologists to address unusual workloads, including an
22 unusually high or complex number of IEPs.
- 23 O. Training provided to Basic Education staff will be offered to Special Education
24 certificated staff, with modifications when appropriate.
- 25 P. Support for Testing Requirements
- 26 1. Mandatory training will be offered during the work day to train staff on student
27 assessment.
- 28 2. In addition, all appropriate special education staff shall participate in mandatory
29 training on the allowable alternate assessments for special education students.
- 30 3. For those students requiring alternative assessment, the District will continue to
31 offer Optional Day opportunities, with clock hours, so staff may collaborate on
32 alternative assessment tasks.
- 33 4. For those students in a mixed grade level special education classroom that require
34 an alternative test or performance testing, provision will be made so testing can be
35 accomplished without negatively impacting students who are not testing.
- 36

1 Q. Overloads – Compliance will be determined using the District system which identifies
2 caseload for the staffing category as of the third (3rd) Friday or fifteenth (15th) student
3 day of each semester/trimester, whichever is later.

4 In the event that actual enrollment varies significantly from projections and there is an
5 overload in a specific staffing category, a caseload form must be submitted. Any
6 adjustments will be made by the District, in consultation with the Association, no sooner
7 than the third (3rd) Friday or fifteenth (15th) student day in September whichever is later.

8 Individual staff and caseload counts, by school, will be supplied to the Association by
9 October 15, February 15th, and May 15th annually. The District and the Association
10 representatives will meet at Labor-Management meetings to discuss caseload documents,
11 review any implementation plans, and make further necessary adjustments.

12 If the maximum caseload is exceeded defined in Section 69.C of this article or caseload
13 management becomes unusually high or complex a request will be submitted to Student
14 Services Administration and will be addressed within 5 business days, one of the
15 following options may apply:

- 16 1. Add certificated staff
- 17 2. Add classified support (i.e. paraprofessional substitute, SLPAs, COTAs, PTAs,
18 health clerks, LPNs, and nurse assistants)
 - 19 a. For counselors, for every set of up to 25 students beyond the student
20 load, a 0.25 FTE of support will be added.
 - 21 i. 1-25 students over = 0.25 FTE support
 - 22 ii. 26-50 students over = 0.5 FTE support, etc
 - 23 b. For all other staffing categories, classified support may be added based
24 on consultation between the District, the impacted staff member and the
25 Association within five (5) work days of the overload occurring.
- 26 3. Overload Pay – After October 15, each ESA is eligible to receive upon request,
27 overload pay as below.
 - 28 a. For SLPs, OTs, and PTs
 - 29 i. One to five (1-5) students over equals a \$250 stipend per
30 trimester/semester
 - 31 ii. Six or more students over equals a \$500 stipend per
32 trimester/semester
 - 33 b. For nurses
 - 34 i. One to fifty (1-50) students over equals two (2) substitute release

1 days per trimester/semester OR a \$500 stipend per
2 trimester/semester

3 ii. Fifty-one to one hundred (51-100) students over equals three (3)
4 substitute release days per trimester/semester OR a \$650 stipend
5 per trimester/semester

6 c. For psychologists

7 i. One to four (1-4) initial/re-evaluations over equals two (2)
8 substitute release days per trimester/semester OR a \$500 stipend
9 per trimester/semester

10 ii. Four to eight (4-8) initial/re-evaluations over equals three (3)
11 substitute release days per trimester/semester OR a \$650 stipend
12 per trimester/semester

13 d. For counselors

14 i. One to twenty-five (1-25) students over equals four (4) substitute
15 release days per semester/trimester OR a \$500 stipend per
16 trimester/semester

17 ii. Twenty-six to fifty (26-50) students over equals six (6) substitute
18 release days per semester/trimester OR a \$650 stipend per
19 trimester/semester

20 e. For audiologists

21 i. A \$500 stipend per semester/trimester for sound booth
22 management and equipment set-up.

23 ii. A \$200 stipend per trimester for each site over the maximum
24 number of annual screening sites.

25 **Section 71 – Peer Review**

26 A. In the event that a certificated employee has concern that the caseload/workload is
27 inequitable based on student contact hours, the academic and behavioral characteristics of
28 students, or the lack of adequate work space, the employee may request a peer review by
29 filing with the Assistant Superintendent of Human Resources with copies to the
30 Association and the employee's supervisor (Appendix VII).

31 B. The Peer Review Committee shall consist of the involved employee, the appropriate
32 central office administrator, a Human Resources Department representative, an
33 Association representative, the involved principal or designee, other personnel necessary
34 to solve the problem(s), and, at the request of the employee, another certificated
35 colleague. The committee is to act as an intermediary agent to problem solve and

36

1 examine concerns of inequitable workload.

- 2 C. On receipt of the request for Peer Review, the Association shall schedule a meeting of the
3 committee within seven (7) calendar days (timelines may be extended by mutual
4 agreement). At the peer meeting, a timeline for resolution and/or response shall be
5 agreed to by all parties. Following the meeting, the Association shall distribute to all
6 committee members, with a copy to the Assistant Superintendent of Human Resources, a
7 summary of the recommended resolution and/or response and timeline agreed to at the
8 meeting. The Assistant Superintendent of Human Resources shall coordinate the
9 District's response and shall respond in writing with the final outcome of the Peer
10 Review to each member of the Peer Review Committee within five (5) business days of a
11 final decision in the matter.
- 12 D. A pool of \$75,000 per year is available to fund solutions the District has concluded it can
13 implement for inequitable workload situations analyzed in the peer review process.
- 14 E. The Peer Review process may be used by certificated staff in the classifications of SLP,
15 OT, PT, and psychologist as a means to present concerns and issues regarding an
16 individual's caseload/workload.
- 17 F. An individual in one (1) of the classifications listed above may take concerns/issues of
18 caseload/workload through their respective deployment process. The individual's
19 respective ESA administrator will facilitate the process in conjunction with the
20 appropriate department head or designee. The information will be presented to the
21 program-specific Peer Review Committee and recommendations made regarding any
22 assistance to be provided and the form(s) of that assistance within seven (7) calendar days.
23 A written response with the final outcome will be sent to each Peer Review Committee
24 member, the Assistant Superintendent of Human Resources, and the Association within
25 five (5) business days.

26

27 **ARTICLE X – EMPLOYEE RIGHTS**

28 **Section 72 – Employee Contract**

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

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

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

34 The types of employee contracts are as follows:

35

1 A. Continuing Contract (Appendix VIII):

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

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

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

8 c. In a RIF situation

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

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

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

16 B. Replacement Contract

17 1. An employee with a Personnel Contract Agreement pursuant to RCW
18 28A.405.900.

19 2. A replacement contract will be issued to an employee replacing a certificated
20 employee who is on leave for at least forty-five (45) days and for the duration of
21 such leave.

22 3. Each replacement contract agreement shall identify the name of the employee
23 replaced and the anticipated duration of leave. On request, the District shall
24 provide the Association with a list of employees on leave and a list of employees
25 who have been issued replacement contracts.

26 4. Each replacement contract shall be subject to the provisions of this Agreement.

27 5. A person on a replacement contract of forty-five (45) or more days who has
28 received an overall evaluation rating of proficient or distinguished and who is
29 recommend for continued employment by the evaluator will be considered for
30 hire pursuant to Section 80.I.

31 **Section 73 – Supplemental Contract**

32 A. General Provisions

33 1. Each employee with an extra work assignment shall be issued a supplemental
34 contract (Appendix IX) which shall be in conformity with Washington State law.

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

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

8 a. When there is insufficient student participation to continue the assignment.

9 b. The District is not obligated to offer an extracurricular assignment to an
10 employee who is transferred to another school.

11 c. An employee will not be continued in an extracurricular assignment if the
12 assignment is not authorized. Such notification will state the reason(s) for
13 the action. The District's decision shall not be made for arbitrary and
14 capricious reasons.

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

17 No employee shall be involuntarily transferred from a school so that another
18 employee might be transferred into the school based on an extracurricular
19 program need.

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

24 C. High School ESA Guidance – ESA guidance staff assigned to the high schools and
25 alternative programs may work up to five (5) supplemental per diem, based on the
26 employee's placement on the base salary schedule, days in support of guidance activities
27 at the employee's work site annually. The days shall be scheduled in cooperation with
28 the principal and may be worked during vacation periods, weekends, and/or other non-
29 work days. An additional three (3) supplemental per diem, based on the employee's
30 placement on the base salary schedule, days are available to ESA guidance staff assigned
31 to the high schools specifically to assist with scheduling prior to the start of school and at
32 the semester break. These days will be scheduled with the approval of the principal and
33 shall be worked during vacation periods, weekends, and/or other non-work days.
34 Guidance staff not planning to use all of their supplemental per diem days shall be
35 permitted to pool their unused days for use of guidance staff willing to utilize the days.
36 The principal(s) shall collaborate with those guidance staff members willing to utilize the
37 available pooled days to establish guidelines and work schedules for the use of the pooled
38 days.

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

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

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

11 F. School Psychologists – School psychologists may work up to ten (10) supplemental days
12 at per diem, based on the employee’s placement on the combined salary schedule (base +
13 personal responsibility stipend), in support of their assignments annually. Supplemental
14 days shall be prorated based on annual FTE. The days shall be scheduled in cooperation
15 with the psychologist’s supervisor and must be worked outside their normally scheduled
16 work hours. School Psychologists will continue to ensure that Transfer Reviews for
17 students are in place before the first day of school.

18 G. School Nurses – School nurses may work up to ten (10) supplemental days at per diem
19 (base only) in support of the development of health care plans and immunization work.
20 The days shall be scheduled in cooperation with the nurse’s supervisor and must be
21 worked outside their normally scheduled work hours. Supplemental days shall be
22 prorated based on annual FTE. Nurses will continue to ensure that Care Plans for students
23 are in place before the first day of school.

24 H. Special Education – All certificated Special Education staff exclusive of the staffing
25 categories referenced above may work up to three (3) supplemental days at per diem,
26 (base only), in support of their assignments annually. The days shall be scheduled in
27 cooperation with the special education supervisor and must be worked outside their
28 normally scheduled work hours.

29 **Section 74 – Teachers on Special Assignment**

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

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

36 TOSAs will remain in the TEA bargaining unit and shall be prohibited from participating in the
37 evaluation and/or assessment of other members of the bargaining unit. Information about the
38 performance of individual members of the bargaining unit which is obtained through or by any

1 TOSA shall not be used in the evaluation of any member or members of the bargaining unit. The
2 District shall consult with the Association before assigning a TOSA to an administrative position
3 in any building to which they were assigned in the previous year.
4 The Association and the District will review guidelines for the selection and deployment of
5 facilitators on an annual basis.

6 **Section 75 – Personnel Files**

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

27 **Section 76 – Cause**

28 An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for
29 cause. The extent of any disciplinary action will be in keeping with the seriousness of the
30 infraction. When applicable, corrective action steps will be considered prior to implementation of
31 discipline. A process of progressive discipline will be used. Progressive discipline includes
32 verbal warning, written reprimand, suspension, or termination as appropriate to the infraction.
33 The employee will receive a copy of any written reprimand.
34 This section shall apply only to discipline up to and including suspension for regular employees
35 for infractions in matters not related to job proficiency or competency.

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

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

10 **Section 77 – Equitable Treatment**

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

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

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

21 **Section 78 – Harassment and Discrimination**

22 Tacoma School District will provide a safe and healthy environment where harassment and
23 discrimination are not tolerated by or toward student, families, community, or school employees.

24 A. Any employee who has a complaint regarding harassment may file said complaint with
25 the employee's direct supervisor. If the complaint is not satisfactorily resolved or if the
26 complaint involves the supervisor, the complaint should be made to the appropriate level
27 director.

28 B. Any employee who has a complaint regarding discrimination based on race; religion;
29 creed; color; national origin or ancestry; sex; gender identity or expression; sexual
30 orientation; age; pregnancy; marital or veteran status; the presence of any sensory,
31 mental, or physical disability or the use of a trained dog guide or service animal by a
32 person with a disability may file said complaint with the Assistant Superintendent of
33 Human Resources. The appropriate form may be obtained from the District's website. A
34 copy of the form is reproduced in Appendix X of this Agreement.

35 The District will meet with the employee to discuss possible resolutions.

36

1 **Section 79 – Staff Diversity Plan**

2 The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with federal
3 and state law. Recommendations for changes in the plan may be made by the Association.
4 Copies of the Staff Diversity Plan shall be kept on file in each school and shall be available to
5 employees upon request from the Director of Equity and Achievement.
6

7 **ARTICLE XI – EVALUATION AND PROBATION**

8 **Section 80 – Observation and Evaluation Procedures**

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

13 B. General Provisions:

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

- 1 7. Yearly evaluations of each employee shall be completed no later than May 15.
- 2 8. Comprehensive evaluation will be used under the following circumstances:
- 3 a. A provisional employee shall be evaluated on the comprehensive process.
- 4 b. The comprehensive evaluation process shall be conducted once every six (6)
- 5 years.
- 6 c. An employee may require that the comprehensive evaluation process be
- 7 conducted in any give school year.
- 8 d. An evaluator may require that the comprehensive evaluation process be conducted
- 9 in any given school year. If the employee's and evaluator's choice of evaluation
- 10 process are in conflict, the comprehensive process shall be use.
- 11 e. Classroom teachers who have scored at levels one (1) or two (2) will be placed on
- 12 the comprehensive evaluation.
- 13 9. Focused evaluation will be used under the following circumstances:
- 14 a. Classroom teachers who have scored at levels three (3) or four (4) on their annual
- 15 evaluation and are not scheduled for a comprehensive evaluation on the six (6)
- 16 year cycle.
- 17 b. Non-provisional classroom teachers will be evaluated on the focused plan five (5)
- 18 out of six (6) years unless the evaluator initiates a move to the comprehensive
- 19 evaluation. This must be communicated to the employee and documented prior to
- 20 December 15.
- 21 10. The focused evaluation process shall be as follows:
- 22 a. One (1) of the eight (8) state evaluation criteria must be proposed by the teacher
- 23 at the first (1st) pre-evaluation conference and approved by the evaluator.
- 24 b. If employees choose criterion one (1), two (2), four (4), five (5), or seven (7), they
- 25 must also complete the student growth components in criterion three (3) or six (6).
- 26 If the employee chooses criterion three (3), six (6), or eight (8), no other criteria
- 27 are required.
- 28 c. The score received on the selected criterion in a focused evaluation is the score
- 29 assigned as the final summative score only if it is higher than the most recent
- 30 comprehensive score.
- 31 d. A group of teachers may choose to collaborate on a shared goal.
- 32 e. Observations and conferences shall follow the guidelines set forth in the
- 33 comprehensive evaluation process.
- 34 11. For non-provisional employees, the evaluation rotation schedule for the term of this
- 35 contract shall be contained in the appendices (Appendix XI).

1 12. If the principal wishes to place the employee on the comprehensive evaluation
2 process when the employee is eligible for the focused evaluation process, the
3 principal and the employee shall meet to discuss the reasons for placement on the
4 comprehensive evaluation process, no later than December 15. A TEA representative
5 may be included at the employee's request.

6 13. Information shall only be included in any evaluation if it has been previously
7 addressed by the assigned evaluator during the evaluation period.

8 C. Observation and Evaluation Forms:

9 4. There shall be separate evaluation instruments for classroom teachers, non-
10 classroom-based certificated instructional staff and educational staff associates.

11 5. Observation notes will be emailed to the employee. Observation notes and
12 evaluation forms will be discussed with the employee. The evaluation form shall
13 be signed by the employee and the evaluator. A signature by the employee
14 implies only that the employee has had an opportunity to review the written
15 observation notes and the final evaluation form. In signing, the employee does
16 not waive any right to due process, including the use of the grievance procedure.

17 6. The employee shall have the right to include a written statement or document as
18 an addendum to the evaluation/observation forms if the employee wishes to do so.
19 The statement shall be attached to the evaluation/observation record.

20 7. The original copy of the completed evaluation packet shall be submitted to the
21 Assistant Superintendent of Human Resources for review and placement in
22 respective personnel files. The second (2nd) copy shall be retained by the
23 evaluator. The third (3rd) copy shall be given to the employee.

24 8. The only required evaluation form is the summative score sheet, except in cases
25 where the employee is on a plan of improvement/probation.

26 D. Observations

27 1. Prior to each formal observation(s) as outlined, an individual pre-conference is
28 required. At this time, the evaluator and the employee will focus on the upcoming
29 observation(s) and share learning targets aligned with the state criteria and
30 instructional framework.

31 2. All employees newly employed by the District shall be observed within the first
32 (1st) ninety (90) calendar days of the commencement of their employment for a
33 period of not less than thirty (30) minutes. Observation material must be
34 completed and distributed following the procedures prescribed in C.2 of this
35 section.

36 3. Third (3rd) year provisional employees will be observed three (3) times during the
37 school year for no less than a total of ninety (90) minutes (RCW 28A.405.100).

- 1 4. In addition to the formal observation(s) required herein, the evaluator may make
2 formal observations at any time during the school year, providing the employee
3 has been notified prior to the observation. Observation notes shall be completed
4 following each formal observation. Evaluators are expected to monitor the
5 performance of staff through formal and informal observations. For formal and
6 informal observations, evaluators are expected to give prompt feedback on
7 examples of good teaching, as well as performance issues of concern, regardless
8 of the circumstances in which the issues arose.
- 9 5. Employees may provide additional artifacts and evidence for consideration as part
10 of the evaluation process.
- 11 6. During the school year each employee shall be observed for the purpose of annual
12 evaluation at least twice in the performance of his/her assigned duties. Total
13 observation time for each employee for each school year shall not be less than
14 sixty (60) minutes. At least one (1) observation will be no less than thirty (30)
15 minutes.
- 16 7. A series of observations must be completed within a period of six (6) work days.
- 17 8. Within three (3) work days, observation notes shall be provided to the employee
18 per RCW 28A.405.100.
- 19 9. Within six (6) work days of the completion of an observation or series of
20 observations, a post-observation conference must be held to share perceptions and
21 identify avenues for continued growth.
- 22 10. Non-classroom-based certificated instructional staff and ESAs will use the
23 designated evaluation process tool.

24 E. Summative Evaluation

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

35

1 **Section 81 – Probation Procedures**

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

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

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

11 B. **Step 2:** If, in the judgment of the evaluator, the matter is not being resolved at Step 1,
12 then a written recommendation about the situation will be given to the employee and the
13 Assistant Superintendent of Human Resources. That letter shall identify the deficiencies
14 and note steps taken to resolve the problem. Having been so notified of the possibility of
15 being placed on probation, the employee may request a meeting with the appropriate
16 Human Resources Department administrator. The meeting will be held within five (5)
17 days of the request.

18 C. **Step 3:** If, in the judgment of the Assistant Superintendent of Human Resources, the
19 matter is not being resolved at Step 1 or Step 2, or if the Assistant Superintendent of
20 Human Resources, after insuring that reasonable efforts have been made to assist the
21 employee, deems the situation to be of such nature that it be referred to the
22 Superintendent immediately, the Assistant Superintendent shall summarize the situation,
23 in writing to the Superintendent, with a copy to the employee.

24 D. **Step 4:** If, in the judgment of the Superintendent, the matter has not been resolved at Step
25 2 or 3, and the employee's performance is still deemed unsatisfactory, the Superintendent
26 may either involuntarily transfer the employee or place the employee on probation by
27 following the procedures listed below, unless otherwise provided by law.

- 28 1. The employee may be placed on probation by the Superintendent any time after
29 October 15 for a period of sixty (60) school days and shall be notified in writing
30 of stated areas of deficiencies, along with recommendations for improvement.
31 During the period of probation, the employee may not be transferred from the
32 supervision of original evaluator.
- 33 2. The original evaluator and an evaluator appointed by the District and agreed to by
34 the Association shall meet with the employee at least twice per month to
35 supervise and make written evaluation of progress of the employee.
- 36 3. The probationary status may be lifted at any time if satisfactory improvement of
37 stated deficiencies has been documented, but not later than May 15 of each school
38 year.

- 1 4. Immediately following the completion of a probationary period that does not
2 produce performance changes detailed in the initial notice of deficiencies and
3 improvement program, the employee may be removed from the assignment and
4 placed into an alternative assignment for the remainder of the school year or, at
5 the District's option, be placed on paid leave for the balance of the contract term.
6 This reassignment may not displace another employee, nor may the District's
7 action adversely affect the probationary employee's compensation or benefits for
8 the remainder of the employee's contract year.

9
10 **ARTICLE XII – ASSIGNMENT AND TRANSFER**

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

13 **Section 82 – Terms**

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

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

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

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

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

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

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

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

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

34

1 **Section 83 – New School Assignments**

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

- 1 J. service needs, and program location will be made by October 15 annually. In unforeseen
2 circumstances where an extension is necessary, the District will notify the Association
3 with the rationale, and a new deadline will be established. The District will provide the
4 Association with a quarterly report of FTE to caseload ratios for all District-deployed
5 staff. Upon request, said report may be supplied more frequently.
- 6 K. Every effort should be made by the District or building principals to assure that no staff
7 member is reassigned in two (2) consecutive years. When this is not possible and the
8 District reassigns an employee more than once in two (2) consecutive years, the Principal
9 and the teacher shall agree upon a plan of support, including but not limited to, training,
10 release time, financial support and resources for moving classrooms. Should the Principal
11 and the teacher be unable to agree on a plan, the District and the Association will be
12 available to assist. For purposes of this paragraph, reassignment shall mean reassignment
13 by grade level in elementary and content area in secondary.

14 **Section 84 – General Procedure for Open Positions**

15 For positions which are open, the following apply:

- 16 A. Successful applicants for open positions shall be assigned in accordance with the
17 certification they hold as described by current state regulations.
 - 18 B. Staff will participate in the staffing process by assisting in the preparation of position
19 postings, participating in interviews, and making recommendations. The principal will
20 have the responsibility to make the final recommendation to Human Resources.
 - 21 C. The District and Association will review all open positions. Postings shall include the
22 reason for the vacancy.
 - 23 D. The District will post all positions (by specific job title and duties, specific building
24 locations, specific open and targeted closing dates, and specific contract type) on the
25 District website.
 - 26 E. An employee interested in transferring to an open position must complete the online
27 application process on the District website. Employees may indicate their preferred grade
28 levels and buildings on their application. This form will be logged in by date and time,
29 which will be certified by the Human Resources Department.
 - 30 F. An open position will be filled within fifteen (15) work days of the establishment of the
31 interview pool unless a waiver is obtained from the Association and District.
 - 32 G. The Association may request an appeal in writing to the Assistant Superintendent of
33 Human Resources, to seek clarification regarding the qualification criteria for any open
34 positions. No posted position shall be filled if such an appeal has been filed until such
35 time as the appeal has been resolved.
- 36 In the event that the District and Association cannot reach agreement regarding the
37 qualification criteria, the District may fill the position on a temporary basis or may revise

1 the qualification criteria and re-advertise the position.

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

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

11 1. The three (3) most senior applicants defined by the collective bargaining
12 agreement, and

13 2. One (1) qualified applicant who has been displaced during the current year, and

14 3. An applicant of the District's choice, which could include the temporary
15 incumbent, if applicable (a person presently in the position that was filled after the
16 school year began).

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

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

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

24 K. The successful applicant for an open position shall have two (2) days to accept or reject
25 the position. Once an employee accepts a position, said employee may not apply for
26 another open position effective that same school year. Positions obtained under Section
27 87, Displacement, are not restricted by this paragraph.

28 L. The Human Resources Department, in consultation with the appropriate administrator and
29 the employee, will establish the beginning date for the position. Positions opened after
30 August 31 will be filled by a long-term substitute or employee on a replacement contract
31 until the next September, when the successful applicant will begin.

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

36

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

4 **Section 85 – Timeline Procedure for Filling Positions**

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

6 A. Outside the staffing season will run June 21 through February 28. Outside the staffing
7 season positions should be filled using the process in Section 84.I.

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

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

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

18 b. Two (2) qualified applicants who have been displaced during the current
19 year, and

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

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

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

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

29 C. Once forty percent (40%) of the displaced persons are placed, the open positions may be
30 filled in accordance with Section 84.I.

31 **Section 86 – Supplemental Conditions**

32 A. The District may fill up to five (5) open positions per year based upon extracurricular
33 assignments. Such positions shall be posted pursuant to Section 84, General Procedures
34 for Open Positions, by listing the extracurricular assignment as the open position; such

1 positions shall include full time teaching assignments at the same school.

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

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

6 **Section 87 – Displacement**

7 A. Displacement means the involuntary transfer of a District staff member due to a loss of
8 building FTE or a reduction in building/program/categorical allocation. Displaced person
9 will retain their continuing contract status, pay, and benefits.

10 B. Displacements shall not be made arbitrarily or capriciously but will be based on staffing
11 needs.

12 C. Both spring and fall displacements shall be determined by Washington State seniority,
13 using certification and area of endorsement. The District will involuntarily transfer the
14 least senior employee within the staffing category; provided, however, an employee will
15 not be involuntarily transferred if another employee volunteers to transfer.

16 D. No member shall be displaced more frequently than once in any 3 consecutive school
17 years. Staff who are in their first 2 years of teaching shall be exempt from displacement.

18 E. No member shall be displaced who is currently on a Plan of Improvement.

19 F. Upon displacement, the District shall involuntarily transfer staff members to an
20 appropriate placement. Displaced staff will retain the option to apply for other open
21 positions.

22 G. Written notification of displacement shall be provided to impacted staff prior to May 15th.
23 Staff subject to displacement after May 15th shall receive written notice by June 30.

24 H. Employees who has been displaced shall have the right to return their former position if
25 reinstated, or a position for which they are qualified at the former worksite, for a period
26 of twelve (12) months from the last day of the school year during which they were
27 displaced. In the event that such a position becomes open, the District shall offer the
28 position to the employee. The employee then will have forty-eight (48) hours in which to
29 accept or decline the position. In the event that the employee opts not to return, the
30 employee will only be considered for subsequent openings consistent with the applicable
31 Assignment and Transfer provisions, Article XII, of the Agreement.

32 **Section 88 – Involuntary Transfer**

33 A. “Involuntary transfer” means a change not initiated by an employee from an employee’s
34 current position to a placement into an open position in a different building.

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

12 **Section 89 – School Closures, Changes in School Attendance**
13 **Boundaries, or Grade Level Reorganizations between More than**
14 **One (1) Site**

- 15 A. In the event of school closures, boundary changes or grade level reorganization between
16 more than one site, employees will be selected for displacement pursuant to Section 87,
17 Displacement, where applicable. In the event that this section does not apply, the Labor
18 Management Committee will meet on a case-by-case basis.
- 19 B. Employees subject to displacement shall be notified in writing within ten (10) work days
20 following action by the Board. Such notification will be no later than May 1 except in an
21 emergency. Notice will include a list of all schools affected by the Board action and all
22 probable staffing needs at those schools receiving students.
- 23 C. All position openings made available by the Board action will be provided to displaced
24 employees in affected school(s)/site(s) for five (5) workdays.
- 25 D. It is the responsibility of designated displaced employees to apply for open positions for
26 which they are interested and qualified at the sites receiving students pursuant to the
27 Board action.
- 28 E. Qualified employees (those individuals having appropriate endorsements and meeting
29 highly qualified standards) making application will be considered for open or newly
30 created positions at the affected sites. In the event a position is desired by more than one
31 (1) displaced employee, the principals, assisted by appropriate staff, will select the most
32 senior applicant or interview and recommend from the three (3) most senior applicants
33 and an internal applicant of the District's choice as defined by the Collective Bargaining
34 Agreement.
- 35 F. Displaced employees not selected for open positions at receiving schools shall be subject
36 to displacement as set forth in Section 87.

1 G. Available positions for which no displaced employees apply shall be posted and filled in
2 accordance with Section 84, General Procedures for Open Positions.

3 **Section 90 – 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 89.

16 E. Available positions for which no displaced employees apply shall be posted and filled in
17 accordance with Section 84, General Provisions for Open Positions.

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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 91 – 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.

29 **Section 92 – Staffing Categories for Layoff and Recall**

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

31 1. Certification: An employee shall possess an appropriate valid Washington state
32 teaching certificate other than a temporary or emergency certificate that authorizes

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1 the holder thereof to teach at the elementary level, as per WAC 181.82.

- 2 2. Preference for a position of librarian or media specialist will be given to an
3 employee who has successfully completed a program in library/media science or
4 who is in the process of taking/completing such a program.

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

9 C. Education Support Associates (Preschool-12)

10 1. Definition: The Education Support Associates (ESAs) shall include psychologists,
11 counselors, nurses, speech language pathologists, physical therapists, occupational
12 therapists, librarians and other areas of special certification.

13 2. Certification: An employee shall possess the special credential or certificate and
14 highly qualified status required for the particular position, as per Chapter 181-82
15 WAC.

16 D. Special Education Staff (Preschool-12) – Definition – The special education staff shall
17 include teachers of special education and other areas of special certification. An
18 employee must satisfy the qualification criteria for the position required by Chapter 181-
19 82 WAC.

20 **Section 93 – Tie Breakers**

21 A. Seniority Tie Breaker – When more than one (1) employee qualifies for a position in a
22 staffing category, the employee with the most seniority shall receive the position.
23 Seniority shall be as defined in Section 1.

24 B. Preparation Tie Breaker – If two (2) or more employees are tied after applying the
25 seniority tie breaker, then the employee with the greatest number of credits recorded in
26 the Human Resources Department as of October 1 of the current school year shall receive
27 the position.

28 C. Final Tie Breaker – If two (2) or more employees are still identical after applying the tie
29 breakers A and B, then layoff shall be by lot.

30 **Section 94 – Layoff**

31 A. All employees for whom no position is available shall be placed in the District layoff
32 pool. An individual may remain in the layoff pool for no more than two (2) school years
33 (ending August 31) following the employee's layoff.

34 B. Notice shall be given in the manner and at the time required by law to every employee
35 who is affected by the layoff. The District shall make every effort to provide the

- 1 Association with a listing of all employees to be laid off seventy-two (72) hours prior to
2 Board notification.
- 3 C. Performance of employees shall not be a factor in determining the order of layoff.
- 4 D. Under such terms and conditions as may be imposed by the various insurance carriers,
5 individuals in the District layoff pool may continue all or part of their group insurance
6 benefit programs by payment, in advance, of the premiums for such insurance.
7 Arrangements shall be made through Sound Partnership.
- 8 E. All individuals in the layoff pool shall, upon request, be placed on the substitute teacher
9 list following layoff and shall receive priority consideration for substitute assignments.
- 10 F. Individuals in the District's layoff pool shall receive priority consideration for assignment
11 to temporary contracted positions. The acceptance of a temporary contracted position
12 shall not remove the individual from the District layoff pool.

13 **Section 95 – Recall**

- 14 A. As positions become available, the District shall reinstate qualified individuals from the
15 layoff pool, using the criteria specified above in Sections 93, Tie Breakers, and 94,
16 Layoff.
- 17 B. The District may hire new employees only where there is no individual in the layoff pool
18 who meets the certification, endorsement and highly qualified standards specified for the
19 available position.
- 20 C. Individuals who obtain additional certification, qualifications, highly qualified status
21 (where applicable), or college preparation while in the layoff pool shall be entitled to
22 update their records with the Human Resources department. An individual in the layoff
23 pool may change the designation of categories during the first (1st) week in December of
24 each year. In filling a vacancy, the most recent category designation and certification,
25 qualification, highly qualified status (where applicable), and college preparation
26 information on file in the Human Resources department shall be determinative.
- 27 D. An individual in the layoff pool shall have twenty-four (24) hours to respond following
28 actual notice by telephone, other electronic media, in person, or in writing of an offer of
29 recall. If the individual fails to respond, the individual's name shall be passed over for the
30 position. If the individual fails to respond a second (2nd) time to an offer of recall, the
31 individual's name shall be placed at the bottom of the seniority list for the layoff pool in
32 the categories designated.
- 33 E. An individual in the layoff pool shall have the right to reject one (1) offer of recall. If an
34 individual in the layoff pool rejects a second (2nd) offer of recall, the individual's name
35 shall be placed at the bottom of the seniority lists for the layoff pool in the categories
36 designated.

- 1 F. Where a position offered for recall has been rejected by all of the qualified individuals in
- 2 the layoff pool, the District shall assign the position to the qualified individual holding
- 3 the lowest position on the appropriate seniority list. Failure to accept such assignment
- 4 shall constitute forfeiture of all recall rights.
- 5 G. The District will notify the Association, in writing, of all employment offers made to
- 6 individuals in the layoff pool and the final outcome of such offers.

7 **Section 96 – Involuntary Transfer Following Layoff**

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

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20 **ARTICLE XIV – GRIEVANCE PROCEDURE**

21 **Section 97 – Definition**

22 A grievance is a claim based upon an alleged violation of this Agreement, written District

23 policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an

24 employee by an administrator.

25 **Section 98 – Procedure**

26 Grievances shall be processed as rapidly as possible; the number of days indicated at each step

27 shall be considered as maximum, and every effort shall be made to expedite the process. Time

28 limits under unusual circumstances may be extended by mutual consent.

29 At each step of the grievance procedure, the employee may be accompanied by a designated

30 representative of the Association. Any person(s) employed by the District or Association who

31 might contribute to resolution of the grievance may be requested by the employee and/or the

32 official representative.

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

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

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

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

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

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

27 **D. Level IV**

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

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

37 The President of the Board shall review the grievance appeal and shall determine
38 whether or not a Board level grievance appeal shall be held. If the Board level

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1 grievance appeal is not held, the President of the Board shall reply to the grievant
2 in writing within five (5) days.

- 3 2. The Association may, within ten (10) business days after the receipt of the request
4 for arbitration, submit the grievance to arbitration by so notifying the
5 Superintendent; provided, however, that only those grievances based upon an
6 alleged violation of this Agreement shall be subject to arbitration. If the grievance
7 is submitted to the Board, the Association's time limit for requesting arbitration is
8 suspended until the Board action is completed. If a particular grievance is based
9 upon an alleged violation of this Agreement and unfair and inequitable treatment,
10 then only that portion based upon the alleged violation of this Agreement shall be
11 subject to arbitration.
- 12 3. The Association may request a list of arbitrators from the Federal Mediation and
13 Conciliation Service. The District and the Association will select an arbitrator by
14 alternately striking names from the list until an arbitrator is determined. As an
15 alternative, the Association may submit the grievance to arbitration through the
16 American Arbitration Association (AAA). If the AAA is used, the parties will be
17 bound by the voluntary rules and procedures of the AAA for the selection of the
18 arbitrator.
- 19 4. The arbitrator shall confer promptly with the representatives of the Board and of
20 the Association, review the record of prior meetings and hold such further
21 hearings as deemed necessary.
- 22 5. The arbitrator will have authority to hold hearings and make procedural rules.
23 Findings will be issued within a reasonable time after the date of the close of the
24 hearings or, if oral hearings have been waived, from the date the final statement
25 and evidence are submitted to the arbitrator.
- 26 6. The arbitrator's findings shall be submitted in writing as soon as possible to the
27 Board and to the Association and shall set forth findings of fact, reasoning and
28 conclusions on the issues submitted. The arbitrator's decision shall be consistent
29 with existing statutes and shall be binding on both parties.
- 30 7. Any costs for the services of the arbitrator shall be shared equally by the District
31 and the Association.
- 32 8. Fees which are charged by an arbitrator for canceling or postponing an arbitration
33 hearing shall be paid by the party who initiates the cancellation or the
34 postponement, unless the District and the Association mutually agree to other
35 arrangements in reaching a settlement to the grievance.

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1 **Section 99 – Supplemental Conditions**

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

AGREEMENT

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AGREEMENT

This Agreement is made and entered into between Tacoma School District No. 10, the Tacoma Education Association.

For Tacoma School District No. 10


Elizabeth M. Bonbright 6 July 2022
Elizabeth Bonbright, President Date

Board of Directors

For Tacoma Education Association


Shannon Ergun 24 June 2022
Shannon Ergun, President Date

Tacoma Education Association

MEMORANDUM OF UNDERSTANDING

MOU Regarding the Protocols and Procedures for Health and Safety during COVID-19

Memorandum of Understanding Between Tacoma Education Association and Tacoma School District

The Tacoma Education Association (Association) and the Tacoma School District (District) share in maintaining the health and safety of our Tacoma Public Schools community;

Whereas we are especially concerned because we know the dangers of COVID-19 disproportionately impact communities of color and people in poverty, and;

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2021-2022 school year that substantially affect the working conditions of all Associations' members;

And whereas it is the duty of the District to provide safe and equitable learning conditions for students and staff the parties agree to the following:

Section I – General Provisions

- A. As COVID-19 cases continue to be a significant health concern, sites will follow COVID health and safety practices based on state and county health department guidance. The following plan for hybrid remote/in-person learning environments shall only be implemented when the health authority guidance allows a transition.
- B. Districtwide health and safety protocols will be designed to comply with guidance of all applicable public health agencies.
- C. Employees on continuing and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement as a result of the school closure(s) related to Coronavirus/COVID-19.
- D. The District and the Association will review the current COVID-19 committees using the agreed upon Labor-Management structure to align the committees with Section 19 of the Collective Bargaining Agreement.
- E. Every effort will be made to have all District forms set up in a fully online system with virtual signatures. An explanation will be provided to the Association and a mutually agreeable system for signing forms will be determined when we are unable to update a form to be fully virtual.
- F. Distribution of technology and the means to connect to the internet will be done through an equity lens.

Section II – Continuous Distance Learning

- A. To create a seamless and meaningful remote learning plan, the District shall provide the following:
1. Professional growth for staff will be developed in partnership with the Association in accordance with Section 43 of the CBA.
 - a. Professional growth will be provided for staff through District Directed Optional Pay or within the District Directed Professional Development days, Waiver Days, Late Start Building Based Wednesdays, or on Wednesdays through a schedule agreed upon by the District and Association.
 - b. The focus of the professional growth will be on the learning management system (LMS) and how to plan, teach, and assess students through synchronous and asynchronous standards-based lessons within the LMS and in a remote learning environment.
 - c. The District will work in collaboration with the Association to develop training for families at various times to meet their needs.
 2. Staff may work remotely for health and safety as long as students are not on campus. Educators of students participating on campus will be on site to serve them. To ensure safe coordination of social distancing, staff will provide a work schedule of days in-building and remote to the Building COVID Supervisor for approval. In the event that the work schedule is not approved, the Building COVID Supervisor shall coordinate with the employee to amend the schedule. Should staff work from their assigned building, standards of occupancy and safety guidelines set by the county and state health department shall be adhered to.
 3. Central Administration will provide clear and consistent communication (single-stream) directly to staff and families. Building level communication shared with students and families will be focused on building relationships and providing a learning experience that is both clear and accessible.
 4. Compilation and distribution of instructional materials will be handled at the building level. The District will be responsible for acquiring and providing buildings with instructional materials aligned to Priority Standards and curriculum pacing for distribution. Additionally, if a student is unable to access online materials on a District provided device, then the District shall provide a method for all teachers or the District to get print resources directly to students in a timely manner.
 5. While we will begin in a full in-person model with health and safety protocols in place, there may be a need to return rapidly to remote or hybrid instruction based on state and county health department guidance.
 6. Each educator assigned to work with students will have access to their students through the LMS.
 7. To ensure effective coordination of instruction and instructional opportunities, any changes or adjustments to building level master schedules will be reviewed for feedback by SCDM.

8. Related to COVID-19, if leave is required for a staff member or to care for their family, see Section V.
9. Conditions of Work:
 - a. Building and District required meetings will not be scheduled during instructional time. Staff meetings will be scheduled according to Section 47.D.
 - b. Accountability measures shall consist of:
 - i. Daily engagement within the LMS that communicates learning activities and resources in alignment with guidance provided during trainings, responds to inquiries from students/families via Schoology or District email within one (1) business day.
 - ii. Check and engage with email daily.
 - iii. Plan, teach, and assess students through synchronous and asynchronous standards-based lessons within the LMS in alignment with the schedule.
 - iv. Gradebooks will be updated at least every two (2) weeks.
 - v. Record attendance in the District system based on guidance provided by the District.
10. Educational Staff Associates (ESA) shall be provided access to relevant training to assess, instruct, and communicate with students while on the remote learning plan. Caseloads will be monitored, reviewed, and adjusted by the Students Services Deployment Team; ESA needs related to deployment will be escalated through their designated Deployment Representative, escalated to Deployment Team Chairs, and then escalated to designated Student Support Administrator if not resolved at the Representative or Chair level. PPE will be provided at the District's expense for staff and students should the District offer direct intervention to families.
11. The District will identify students who may require in-person instruction. Using a districtwide checklist created collaboratively with the District and Association, IEP teams will determine the instructional model that meets the needs of the students. Any additional paperwork will be agreed upon by the District and Association and will be vetted through Section 46. PPE will be provided at the District's expense for staff and students should the District offer direct intervention to families.
12. In order to provide access to visual communication for Deaf and Hard-of-Hearing staff, students, and families, the District shall provide access to teleconferencing software with a refresh rate of at least 30 frames per second.
13. Teleconferencing software shall have the capability for encryption to permit use in ESA intervention and to meet HIPAA and FERPA requirements.
14. The District will continue to pursue policy review and modifications, including legalities associated with one-on-one teleconferencing with District educators, including, but not limited to, school counselors, school psychologists, teachers,

- and other service providers for the purpose of enhancing the educational experience. Regular updates will be provided to the Association by the District.
- B. To meet the needs of the Whole Child, building stipends will continue to be available for virtual after school clubs and activities.
 - C. To effectively communicate in a timely manner with families during a fully distance teacher model, the District will provide access to a method for calling families through a District system.
 - D. Substitutes will be provided based on the provisions in Section VI.

Section III – Hybrid Learning Model

A. Student and Staff Health Precautions

1. Face coverings: When directed by state and county Department of Health guidelines, all employees, students, and building visitors shall wear a face covering that meets state and county health department guidelines while at a District worksite, except those with an approved accommodation.
 - a. The District shall provide face coverings for all employees and students, including those with mouth windows to facilitate communication with staff and students who are DHH.
 - b. Employees may choose to provide their own face coverings as long as they meet state and county health department guidelines and applicable TPS policies/regulations.
 - c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all required personal protective equipment (PPE) in alignment with expectations established by the state and county health department.
 - d. The District shall provide clear physical dividers to allow for necessary closer interaction for office areas. The District Environmental Health & Safety Manager will determine the minimum requirements for PPE for staff who cannot ensure physical distancing of six feet or more, and individual PPE supplies may be obtained through the Building COVID Supervisor.
 - e. The IEP Team will determine whether students participate in Face-to-Face and/or Remote Learning during Hybrid Learning using the districtwide checklist created collaboratively with District and Association. If the student receives instruction in a face-to-face setting and demonstrates intolerance to PPE, the IEP Team will identify next steps for supporting student learning and safety. If the IEP Team identifies PPE intolerance is the primary concern, the District shall provide appropriate enhanced PPE for all staff working with the student. PPE will be provided at the District's expense for staff and students should the district offer direct intervention to families.
1. Health Screenings: If directed by state and county health department guidance, prior to entering any school facility, students and employees will be screened each

time for COVID-19 symptoms in alignment with district protocols that are aligned to state and county health department expectations. No student or employee will enter any school facility or vehicle if they display any COVID-19 symptoms as determined by the state and county health department. Health screening forms must be provided in the home language of students' families/guardians.

- a. Employees assisting with health screenings shall be provided all appropriate PPE by the District, as described by L&I and the State Department of Local Health Authority.
 - b. Educators working with students who assist with morning/arrival health screenings shall not be assigned students for an amount of time that allows for transition after the health screenings end.
 - c. No employee in a high-risk category as that term is defined by the Governor's proclamation shall be required or expected to assist with health screenings.
 - d. Building COVID-19 Supervisors shall design entry and exit procedures that permit distributed flow of students.
2. Physical Distancing: The District will ensure that appropriate distancing is observed which may limit the capacity for students and staff in any facility and/or classroom.
- a. Common Areas:
 - i. All forward facing counter areas of school offices will be fitted with clear plastic barriers.
 - ii. Floors of offices and hallways will be clearly marked with signage and physical markings.
 - iii. Master schedules and bell schedules will minimize the number of students in learning spaces, hallways, and common areas.
 - iv. In advance of transitioning to Hybrid Learning, each work site will develop, and communicate with staff and families, a process for families to return assignments in a reduced contact manner so that staff are not exposed unnecessarily to in-person interactions.
 - b. Instructional spaces:
 - i. The COVID-19 Supervisor will communicate prior to the first student contact day, with employees and custodial staff regarding the number of students who may be in an instructional space without removing necessary storage and instructional tools. In the event the employee does not agree with this determination, the employee may discuss their concerns with the COVID-19 Supervisor and the Association.
 - ii. District will provide signage around desk placement and flow of traffic in instructional spaces to ensure that appropriate distancing is observed, and instruction is not impeded.

- iii. The District shall provide necessary PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering and feeding.
3. Handwashing: The district shall provide adequate facilities and supplies for staff and student handwashing and/or hand sanitizer as required by the state and county health department-guidelines.
4. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms shall be immediately removed from the on-site/classroom settings.
 - a. Once the student or staff member with COVID-19 symptoms is safely isolated by the COVID-19 Supervisor, the classrooms and other facilities used by that person shall be cleaned per the local health authority guidance.
 - b. The District shall provide an isolation room for excluded students to wait for their parents/guardians. This room shall be designated specifically for this purpose. No bargaining unit employee except RNs shall be required or expected to supervise students who are excluded with COVID-19 symptoms and shall be provided necessary PPE for working with COVID-19 infected patients. Employees may volunteer should they choose to do so and will be equipped with the proper PPE for such a circumstance.
 - c. Students and staff with COVID-19 symptoms may not return until they meet state and county health department guidelines.
5. Exposure to confirmed COVID-19: Employees who are exposed to any student or other District employee with a confirmed case of COVID-19 shall be notified by the District.
 - a. The District shall assist any employee who is exposed to COVID-19 as described above in being tested for the virus.
 - b. The District shall follow expectations outlined in Section IV.B.1.a-c of this MOU around related leave.
 - c. The employee shall be notified of their exposure by phone and email. A list of those who may have been exposed will be provided to the employee's assigned building(s) COVID-19 Supervisor, and for itinerant employees, their assigned department supervisor to ensure they are unable to enter a District facility.
6. Cleaning and disinfection of facilities: The district shall provide custodial support to disinfect all surfaces used by students in between use by different cohorts of students. Cleaning and disinfection will be done following state and county health department guidelines. The District shall also supply sufficient cleaning materials to allow employees to disinfect materials as needed.
7. Employees in high-risk categories: The district and the Association will follow Section V of this MOU.

8. Supervision for compliance: The district shall designate a supervisor to monitor employee health and safety. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor. The District and the Association will meet during regularly scheduled labor-management meetings.
- B. Meetings: Meetings, including professional development, of groups of more than the maximum allowable under state and county health department guidelines shall be provided remotely. Meetings of fewer than the maximum allowable under state and county health department guidelines must be held in spaces where social distancing is possible. Staff may work remotely for health and safety as long as students are not on campus.
- C. Training and professional development
1. All staff shall receive training on COVID-19 health and safety precautions prior to the first student contact day during the District Guided Professional Growth hours. Employees hired after the start of school shall receive this training prior to their first day with students. If the state or county health department identifies the need for updated approaches, training will be provided. If additional COVID-19 health and safety precautions training is warranted outside of mandatory professional growth time outlined in the CBA, educators will be compensated through additional funds in alignment with the CBA
 2. Professional growth for staff will be developed in partnership with the Association in accordance with Section 43 of the CBA and may be conducted remotely or in person following proper guidance.
 - a. Professional growth will be provided for staff through District Directed Optional Pay or within the District Directed Professional Development days, Waiver Days, Late Start Building Based Wednesdays, or on Wednesdays through a schedule agreed upon by the District and Association.
 - b. The District will work in collaboration with the Association to develop training for families at various times to meet their needs.
- D. Central Administration will provide clear and consistent communication (single-stream) directly to staff and families. Building level communication shared with students and families will be focused on building relationships and providing a learning experience that is both clear and accessible.
- E. Hybrid Model: In a hybrid model, students engage in face-to-face learning fewer than five days per week within a cohort model and engage in remote learning on other days.
1. Conditions of Work:
 - a. Building and District required meetings will not be scheduled during instructional time. Staff meetings will be scheduled according to Section 47.D
 - b. Accountability measures shall consist of:
 - i. Daily engagement within the LMS that communicates learning activities and resources in alignment with guidance provided

Section IV – Full Face-to-Face with Health and Safety Protocols

A. Student and Staff Health Precautions

1. Face coverings: As directed by state and county Department of Health guidelines, all employees, students, and building visitors shall wear a face covering that meets state and county health department guidelines while at a District worksite, except those with an approved accommodation.
 - a. The District shall provide face coverings for all employees and students, including those with mouth windows to facilitate communication with staff and students who are DHH.
 - b. Employees may choose to provide their own face coverings as long as they meet state and county health department guidelines and applicable TPS policies/regulations.
 - c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all required personal protective equipment (PPE) in alignment with expectations established by the state and county health department.
 - d. The District shall provide clear physical dividers to allow for necessary closer interaction for office areas. The District Environmental Health & Safety Manager will determine the minimum requirements for PPE for staff who cannot ensure physical distancing of six feet or more, and individual PPE supplies may be obtained through the Building COVID Supervisor.
 - e. The IEP Team will determine how students participate in Face-to-Face Learning using the districtwide checklist created collaboratively with District and Association. If the student receives instruction in a face-to-face setting and demonstrates intolerance to PPE, the IEP Team will identify next steps for supporting student learning and safety. If the IEP Team identifies PPE intolerance is the primary concern, the District shall provide appropriate enhanced PPE for all staff working with the student. PPE will be provided at the District's expense for staff and students should the district offer direct intervention to families.
2. Physical Distancing: The District will ensure that appropriate distancing is observed which may limit the capacity for students and staff in any facility and/or classroom.
 - a. Common Areas:
 - i. All forward facing counter areas of school offices will be fitted with clear plastic barriers.
 - ii. Floors of offices and hallways will be clearly marked with signage and physical markings.
 - iii. Master schedules and bell schedules will minimize the number of students in learning spaces, hallways, and common areas.
 - b. The COVID-19 Supervisor will communicate prior to the first Instructional spaces:

- i. student contact day, with employees and custodial staff regarding the number of students who may be in an instructional space without removing necessary storage and instructional tools. In the event the employee does not agree with this determination, the employee may discuss their concerns with the COVID-19 Supervisor and the Association.
 - ii. District will provide signage around desk placement and flow of traffic in instructional spaces to ensure that appropriate distancing is observed, and instruction is not impeded.
 - iii. The District shall provide necessary PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering and feeding.
- 3. Handwashing: The district shall provide adequate facilities and supplies for staff and student handwashing and/or hand sanitizer as required by the state and county health department-guidelines.
- 4. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms shall be immediately removed from the on-site/classroom settings.
 - a. Once the student or staff member with COVID-19 symptoms is safely isolated by the COVID-19 Supervisor, the classrooms and other facilities used by that person shall be cleaned per the local health authority guidance.
 - b. The District shall provide an isolation room for excluded students to wait for their parents/guardians. This room shall be designated specifically for this purpose. No bargaining unit employee except RNs shall be required or expected to supervise students who are excluded with COVID-19 symptoms and shall be provided necessary PPE for working with COVID-19 infected patients. Employees may volunteer should they choose to do so and will be equipped with the proper PPE for such a circumstance.
 - c. Students and staff with COVID-19 symptoms may not return until they meet state and county health department guidelines.
- 5. Exposure to confirmed COVID-19: Employees who are exposed to any student or other District employee with a confirmed case of COVID-19 shall be notified by the District post contact tracing investigation and health authority review/confirmation.
 - a. The District shall assist any employee who is exposed to COVID-19 as described above in being tested for the virus.
 - b. The District shall follow expectations outlined in Section V.B.1 a-c of this MOU around related leave.
 - c. The employee shall be notified of their exposure by phone and email. A list of those who may have been exposed will be provided to the employee's assigned building(s) COVID-19 Supervisor, and for itinerant employees, their assigned department supervisor to ensure they are unable to enter a District facility.

6. Cleaning and disinfection will be done following state and county health department guidelines. The District shall also supply sufficient cleaning materials to allow employees to disinfect materials as needed.
 7. Employees in high-risk categories: The district and the Association will follow Section V of this MOU.
 8. Supervision for compliance: The district shall designate a supervisor to monitor employee health and safety. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor. The District and the Association will meet during regularly scheduled labor-management meetings.
- B. Staff may work remotely for health and safety as long as students are not on campus, in accordance with applicable District policy, and providing the essential functions of the job can be met. When in-person meetings are required, a rationale will be provided.
- C. Training and professional development
1. All staff shall receive training on COVID-19 health and safety precautions prior to the first student contact day during the District Guided Professional Growth hours. Employees hired after the start of school shall receive this training prior to their first day with students. If the state or county health department identifies the need for updated approaches, training will be provided. If additional COVID-19 health and safety precautions training is warranted outside of mandatory professional growth time outlined in the CBA, educators will be compensated through additional funds in alignment with the CBA
 2. Professional growth for staff will be developed in partnership with the Association in accordance with Section 43 of the CBA and may be conducted remotely.
 - a. Professional growth will be provided for staff through District Directed Optional Pay or within the District Directed Professional Development days, Waiver Days, Late Start Building Based Wednesdays, or on Wednesdays through a schedule agreed upon by the District and Association
 - b. The District will work in collaboration with the Association to develop training for families at various times to meet their needs.
- D. Central Administration will provide clear and consistent communication (single-stream) directly to staff and families. Building level communication shared with students and families will be focused on building relationships and providing a learning experience that is both clear and accessible.
- E. Remote instruction during districtwide short-term closures due to COVID-19 may occur with at least one (1) workday notice.
- F. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols.
1. Students will be provided developmentally appropriate instruction on face-coverings, hygiene, and physical distancing within the first week of school, including the possible disciplinary consequences of failure to adhere to the

protocols. Students who are new will complete this training prior to attending any classes.

2. Students who willfully and knowingly violate safety protocols may be excluded from the classroom in accordance with the collective bargaining agreement section 54, District policies and regulations, and law.

Section V – Leaves

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges, in accordance with applicable law.

- A. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits as legally applicable under the terms of the collective bargaining agreement (CBA) or law:
 1. Washington Paid Family Medical Leave (PFML);
 2. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 3. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 4. long-term disability benefits; and
 5. Unemployment benefits.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- B. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may as legally applicable under the terms of the collective bargaining agreement (CBA) or law:
 1. If you were exposed on a district site, access to the benefits will be in the order listed below:
 - a. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely;
 - b. Paid Pandemic leave will be provided for the number of days the public health agency identifies to quarantine per occurrence; or
 - c. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may

be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.

2. If you were exposed away from a district site
 - a. Washington Paid Family Medical Leave (PFML); or
 - b. Family Medical Leave Act (unpaid leave except for continued health insurance benefits)
 - c. Personal leave and/or vacation leave (only available under the terms of some CBAs)

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- C. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits as legally applicable under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Washington Paid Family Medical Leave (PFML)
2. Family Medical Leave Act (unpaid leave except for continued health insurance benefits)

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- D. **Higher Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to apply for an accommodation.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- E. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to apply for a leave of absence.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- F. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may apply for a leave of absence.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- G. **Employees Who Cannot Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, may choose to apply for any or all of the following benefits upon presentation of appropriate medical documentation from the employee's health care provider and under the terms of the collective bargaining agreement (CBA) or law:
1. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely (see paragraph I below); and
 2. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD), including leave as an accommodation.
- H. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the COVID site manager. Such employees may also have recourse through the Department of Labor & Industries under WAC 296-360-150.
- I. **Accommodated Work Assignments:** When an employee's assignment requires work/services at a District work site and the employee cannot work at a District work site due to an employee's 1) own High Risk status, 2) an employee that cannot wear PPE with a substantiated medical providers recommendation on file, the District may accommodate these circumstances by assigning the employee to an alternate work assignment that can be provided remotely from home when such assignment is required and vacant. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:
1. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
 2. Higher risk employees;
 3. Employees who cannot wear a mask or other required PPE

If two or more employees have equal priority under the conditions above, the District will use seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the duration of the COVID-19 crisis, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

Placements will be re-evaluated when instructional models shift.

- J. **Redeployment of Employees during COVID-19:** The Association and District agree to the following limited opportunity for temporary redeployment of employees should the need arise within the District:
1. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
 2. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform;
 3. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
 4. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's regular assignment;
 5. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
 6. Such employees shall not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay; and
 7. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations.
- K. **Employees Without Proof of Vaccination:** If an employee chooses not to be vaccinated and does not qualify for a medical or religious exemption, the employee will go through the process of non-disciplinary termination of employment. If the vaccine mandate is lifted or the employee has proof of vaccination, they will have access to recall per Section 92 of the certificated CBA and Section 33 of the OP/PT CBA if positions are available, pending background approval. The layoff pool for purposes of this MOU will expire August 1, 2023.

Section VI – Substitutes

Substitutes' work expectations will be modified for the 2021-2022 school year as follows:

- A. The District will utilize substitutes in accordance with Section 50 of the Collective Bargaining Agreement. Regular TPS employees who serve as substitutes will have access to the teacher of record's students through the LMS. The login will provide limited access to ensure continuity of instruction.
- B. The appropriate District system will continue to be used to connect employees with substitutes and for substitutes to find remote work assignments.
- C. Substitutes will be able to record hours worked electronically in the appropriate District system.
- D. The District will provide basic LMS training for all substitutes. Substitutes who accept long-term subbing positions will be provided additional training similar to that provided to regular classroom teachers. The District will provide a system for substitutes to access the technology (hardware and software) essential for their assignment.
- E. Substitutes will receive communications from the District concerning tech support, remote working, and identified mandatory substitute training.
- F. Substitutes will be provided paid ongoing PD throughout the school year to support remote learning in alignment with Section 35.C of the Collective Bargaining Agreement.
- G. The District will utilize substitutes when requested per the terms of the Collective Bargaining Agreement.

Section VII – Transition Model

- A. The district shall prioritize the needs of traditionally marginalized student populations with staggered start for the implementation of the hybrid model.

The District and Association agree to partner as we transition to a higher stage based on the chart below prior to the shift. Each stage will occur for at least three weeks before shifting to a higher stage. Five (5) business days' notice will be given prior to transition from a lower stage to a higher stage in the chart below. In the district wide shift to a higher stage, some buildings may temporarily remain in a lower stage based on local area need.

If local health guidance changes, the parties will meet to discuss.

Stage	Education Modality	Students	Extra-Curricular
1	Remote for most	All students are remote except for students with IEP needs that are unable to be met through remote instruction	Strongly recommend canceling or postponing all in person extra-curricular activities, including sports, performances, clubs, events, etc. Offer option to meet remotely if possible.
2	Remote and Hybrid	All students are remote except for: <ul style="list-style-type: none"> • Student groups defined in previous Stage • preschool, • kindergarten, • students with 0-39% of their school day in Gen-ed*, • lowest proficient EL students new to the US within 12 months, and • Elementary students in the McKinney-Vento Program 	Strongly recommend canceling or postponing all in-person extra-curricular activities. Offer option to meet remotely if possible. Consider low risk activities when all students have some level of in person learning.
3	Remote and Hybrid	All students remote except for: <ul style="list-style-type: none"> • Student groups defined in previous stages • Students in grades 1-2, • students with 40-79% of their school day in Gen-ed*, • Students who receive LAP and, • Secondary students in the McKinney-Vento Program 	Strongly recommend canceling or postponing all in-person extra-curricular activities. Offer option to meet remotely if possible. Consider low risk activities when all students have some level of in person learning.
4	Hybrid	All students	Strongly recommend canceling or postponing all in-person extra-curricular activities. Offer option to meet remotely if possible. Consider low risk activities when all students have some level of in person learning.
5	Hybrid and Full Face-to-Face	All K-5 students full face-to-face and all 6-12 students hybrid	Consider low and moderate risk in person extra-curricular activities in addition to activities running remotely.
6	<u>Full Face-to-Face with Health and Safety Protocols</u>	<u>All K-12 students in full face-to-face with specific health and safety guidance from the state and county health departments.</u>	<u>All in-person extra-curricular activities conducted with health and safety guidance followed.</u>
7	Full Face-to-Face	All K-12 students full face-to-face	All in-person extra-curricular activities conducted normally as is typical for regular school operations

*unless IEP Team meets to determine an earlier or later stage start

- B. Extra-curricular opportunities and clubs for students shall be made available either in-person according to state and local health department guidelines or shall be provided remotely.
- C. The COVID-19 Supervisor on each campus will identify appropriate eating areas in alignment with guidance from state and county health department. No member represented by the Association shall complete work assigned to other bargaining units.
- D. A rapid return to a previous stage will be initiated in alignment with state and county health department guidance.

This memorandum of understanding will be in effect until the state and county health department authorizes a full resumption to normal school operations at which point employees redeployed or reassigned retain the right to return to their original assignments.

For the District:

 25 Aug 2021

Forrest Griek, Ed.D.
Director of Labor Relations &
Whole Educator Support
Human Resources

For the Association:

 25 Aug 2021

Shannon Ergun
President - Tacoma Education
Association

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.

Appendix II – SCDM Waiver Checklist and Program Change Consideration for Schools

Program Change Considerations for Schools

This is a starting point for schools to reference when considering a programmatic change that impacts district policy, regulations, or collective bargaining agreements and requires a vote of the staff through SCDM. Add documentation or additional pages if needed. Submit this form to the District and Association Anchors.

Overview:

Description of Proposal or Program:

Your location/building:

This proposal is a (check one):

- Request for a new program
- Request to change the location of an existing program within a worksite
- Request for additional space, such as a portable
- Request to move an existing program to another worksite
- Change in daily schedule

The Why:

1. Please briefly describe your plan.

2. How does your plan align with the District's Strategic Plan and Benchmarks?

3. How will this benefit students? (Please provide relevant research and evidence)

- Human Resources:

[Empty light blue box for Human Resources input]

- Technology:

[Empty light blue box for Technology input]

- Legal Office:

[Empty light blue box for Legal Office input]

- Purchasing:

[Empty light blue box for Purchasing input]

- Budget/Finance:

[Empty light blue box for Budget/Finance input]

Print and sign your name:

[Signature line for SCDM Chair]

[Signature line for Worksite Administrator]

[Date line for SCDM Chair]

[Date line for SCDM Chair]

[Date line for Worksite Administrator]

[Date line for Worksite Administrator]

SCDM Chair

Date

Worksite Administrator

Date

Appendix III – 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

**2022-2023 TEA Certificated Salary Schedule
Effective 09/01/2022**

Year	Pay Step	01	02	03	04	06	7A	9	1A	3A	13
5	Base	69,338	71,003	72,664	74,890	78,215	80,428	83,760	85,981	89,307	91,529
	Responsibility and Incentive	3,120	3,195	3,270	3,370	3,520	3,619	3,769	3,869	4,019	4,119
	TOTAL CONTRACTED SALARY	72,458	74,198	75,934	78,261	81,734	84,047	87,529	89,850	93,326	95,647
	Self-Selected Professional Growth (14 hours)	743	761	779	803	838	862	898	922	957	981
	Technology Professional Growth (7 Hours)	372	380	389	401	419	431	449	461	479	490
6	District Optional Professional Growth (7 hours)	372	380	389	401	419	431	449	461	479	490
	TOTAL SALARY AVAILABLE	73,945	75,719	77,491	79,866	83,410	85,771	89,325	91,694	95,241	97,608
	Base	72,111	73,775	75,446	77,656	80,986	83,207	86,537	88,753	92,083	94,297
	Responsibility and Incentive	3,245	3,320	3,395	3,495	3,644	3,744	3,894	3,994	4,144	4,243
	TOTAL CONTRACTED SALARY	75,356	77,095	78,841	81,150	84,630	86,951	90,431	92,747	96,227	98,541
7	Self-Selected Professional Growth (14 hours)	773	791	809	832	868	892	928	951	987	1,011
	Technology Professional Growth (7 Hours)	386	395	404	416	434	446	464	476	493	505
	District Optional Professional Growth (7 hours)	386	395	404	416	434	446	464	476	493	505
	TOTAL SALARY AVAILABLE	76,901	78,676	80,458	82,814	86,366	88,735	92,287	94,650	98,200	100,562
	Base	74,154	75,798	77,443	79,645	82,940	85,133	89,428	90,621	93,925	96,120
8	Responsibility and Incentive	3,337	3,411	3,485	3,584	3,732	3,831	3,979	4,078	4,227	4,325
	TOTAL CONTRACTED SALARY	77,491	79,209	80,928	83,229	86,672	88,964	92,407	94,699	98,152	100,445
	Self-Selected Professional Growth (14 hours)	795	812	830	854	889	912	948	971	1,007	1,030
	Technology Professional Growth (7 Hours)	397	406	415	427	444	456	474	486	503	515
	District Optional Professional Growth (7 hours)	397	406	415	427	444	456	474	486	503	515
9	TOTAL SALARY AVAILABLE	79,080	80,833	82,588	84,937	88,449	90,788	94,303	96,642	100,165	102,505
	Base	76,894	78,539	80,190	82,387	85,682	87,881	91,177	93,372	96,667	98,863
	Responsibility and Incentive	3,460	3,534	3,609	3,707	3,856	3,955	4,103	4,202	4,350	4,449
	TOTAL CONTRACTED SALARY	80,355	82,074	83,799	86,094	89,537	91,836	95,280	97,574	101,017	103,312
	Self-Selected Professional Growth (14 hours)	824	842	859	883	918	942	977	1,001	1,036	1,060
10	Technology Professional Growth (7 Hours)	412	421	430	442	459	471	489	500	518	530
	District Optional Professional Growth (7 hours)	412	421	430	442	459	471	489	500	518	530
	TOTAL SALARY AVAILABLE	82,003	83,758	85,518	87,861	91,373	93,720	97,235	99,575	103,089	105,432
	Base	79,645	81,289	82,940	85,133	88,428	90,621	93,925	96,120	99,416	101,616
	Responsibility and Incentive	3,584	3,658	3,732	3,831	3,979	4,078	4,227	4,325	4,474	4,573
11	TOTAL CONTRACTED SALARY	83,229	84,947	86,672	88,964	92,407	94,699	98,152	100,445	103,890	106,189
	Self-Selected Professional Growth (14 hours)	854	871	889	912	948	971	1,007	1,030	1,066	1,089
	Technology Professional Growth (7 Hours)	427	436	444	456	474	486	503	515	533	545
	District Optional Professional Growth (7 hours)	427	436	444	456	474	486	503	515	533	545
	TOTAL SALARY AVAILABLE	84,937	86,690	88,449	90,788	94,303	96,642	100,165	102,505	106,022	108,368

2022-2023 TEA Certificated Salary Schedule
Effective 09/01/2022

Year	Pay Step	01	02	03	04	06	07A	9	1A	3A	13
10	Base	82,387	84,034	85,682	87,881	91,177	93,372	96,667	98,863	102,159	104,359
	Responsibility and Incentive	3,707	3,782	3,856	3,955	4,103	4,202	4,350	4,449	4,597	4,696
	TOTAL CONTRACTED SALARY	86,094	87,816	89,537	91,836	95,280	97,574	101,017	103,312	106,756	109,055
	Self-Selected Professional Growth (14 hours)	883	901	918	942	977	1,001	1,036	1,060	1,095	1,119
	Technology Professional Growth (7 Hours)	442	450	459	471	489	500	518	530	547	559
11	District Optional Professional Growth (7 hours)	442	450	459	471	489	500	518	530	547	559
	TOTAL SALARY AVAILABLE	87,861	89,617	91,373	93,720	97,235	99,575	103,089	105,432	108,945	111,292
	Base	85,133	86,782	88,428	90,621	93,925	96,120	99,416	101,616	104,911	107,104
	Responsibility and Incentive	3,831	3,905	3,979	4,078	4,227	4,325	4,474	4,573	4,721	4,820
	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	94,699	98,152	100,445	103,890	106,189	109,632	111,924
12	Self-Selected Professional Growth (14 hours)	912	930	948	971	1,007	1,030	1,066	1,089	1,124	1,148
	Technology Professional Growth (7 Hours)	456	465	474	486	503	515	533	545	562	574
	District Optional Professional Growth (7 hours)	456	465	474	486	503	515	533	545	562	574
	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	96,642	100,165	102,505	106,022	108,368	111,880	114,220
	Base	85,133	86,782	88,428	93,372	96,667	98,863	102,159	104,359	107,654	109,848
13	Responsibility and Incentive	3,831	3,905	3,979	4,202	4,350	4,449	4,597	4,696	4,844	4,943
	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	97,574	101,017	103,312	106,756	109,055	112,498	114,791
	Self-Selected Professional Growth (14 hours)	912	930	948	1,001	1,036	1,060	1,095	1,119	1,154	1,177
	Technology Professional Growth (7 Hours)	456	465	474	500	518	530	547	559	577	589
	District Optional Professional Growth (7 hours)	456	465	474	500	518	530	547	559	577	589
14	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	99,575	103,089	105,432	108,945	111,292	114,806	117,146
	Base	85,133	86,782	88,428	93,372	96,667	101,616	104,911	112,596	115,894	118,088
	Responsibility and Incentive	3,831	3,905	3,979	4,202	4,350	4,573	4,721	5,067	5,215	5,314
	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	97,574	101,017	106,189	109,632	117,663	121,109	123,402
	Self-Selected Professional Growth (14 hours)	912	930	948	1,001	1,036	1,089	1,124	1,207	1,242	1,266
15	Technology Professional Growth (7 Hours)	456	465	474	500	518	545	562	603	621	633
	District Optional Professional Growth (7 hours)	456	465	474	500	518	545	562	603	621	633
	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	99,575	103,089	108,368	111,880	120,076	123,593	125,934
	Base	85,133	86,782	88,428	93,372	96,667	101,616	104,911	112,596	115,894	118,088
	Responsibility and Incentive	3,831	3,905	3,979	4,202	4,350	4,573	4,721	5,067	5,215	5,314
16	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	97,574	101,017	106,189	109,632	117,663	121,109	123,402
	Self-Selected Professional Growth (14 hours)	912	930	948	1,001	1,036	1,089	1,124	1,207	1,242	1,266
	Technology Professional Growth (7 Hours)	456	465	474	500	518	545	562	603	621	633
	District Optional Professional Growth (7 hours)	456	465	474	500	518	545	562	603	621	633
	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	99,575	103,089	108,368	111,880	120,076	123,593	125,934

2022-2023 TEA Certificated Salary Schedule
Effective 09/01/2022

Year	Pay Step	01	02	03	04	06	7A	9	1A	3A	13
15	BA	85,133	86,782	88,428	93,372	96,667	101,616	104,911	112,596	115,894	118,088
	Responsibility and Incentive	3,831	3,905	3,979	4,202	4,350	4,573	4,721	5,067	5,215	5,314
	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	97,574	101,017	106,189	109,632	117,663	121,109	123,402
	Self-Selected Professional Growth (14 hours)	912	930	948	1,001	1,036	1,089	1,124	1,207	1,242	1,266
	Technology Professional Growth (7 Hours)	456	465	474	500	518	545	562	603	621	633
	District Optional Professional Growth (7 hours)	456	465	474	500	518	545	562	603	621	633
	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	99,575	103,089	108,368	111,880	120,076	123,593	125,934
16	BA	85,133	86,782	88,428	93,372	96,667	101,616	104,911	112,596	115,894	118,088
	Responsibility and Incentive	3,831	3,905	3,979	4,202	4,350	4,573	4,721	5,067	5,215	5,314
	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	97,574	101,017	106,189	109,632	117,663	121,109	123,402
	Self-Selected Professional Growth (14 hours)	912	930	948	1,001	1,036	1,089	1,124	1,207	1,242	1,266
	Technology Professional Growth (7 Hours)	456	465	474	500	518	545	562	603	621	633
	District Optional Professional Growth (7 hours)	456	465	474	500	518	545	562	603	621	633
	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	99,575	103,089	108,368	111,880	120,076	123,593	125,934
17	BA	85,133	86,782	88,428	93,372	96,667	101,616	104,911	112,596	115,894	118,088
	Responsibility and Incentive	3,831	3,905	3,979	4,202	4,350	4,573	4,721	5,067	5,215	5,314
	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	97,574	101,017	106,189	109,632	117,663	121,109	123,402
	Self-Selected Professional Growth (14 hours)	912	930	948	1,001	1,036	1,089	1,124	1,207	1,242	1,266
	Technology Professional Growth (7 Hours)	456	465	474	500	518	545	562	603	621	633
	District Optional Professional Growth (7 hours)	456	465	474	500	518	545	562	603	621	633
	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	99,575	103,089	108,368	111,880	120,076	123,593	125,934
18	BA	85,133	86,782	88,428	93,372	96,667	101,616	104,911	112,596	115,894	118,088
	Responsibility and Incentive	3,831	3,905	3,979	4,202	4,350	4,573	4,721	5,067	5,215	5,314
	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	97,574	101,017	106,189	109,632	117,663	121,109	123,402
	Self-Selected Professional Growth (14 hours)	912	930	948	1,001	1,036	1,089	1,124	1,207	1,242	1,266
	Technology Professional Growth (7 Hours)	456	465	474	500	518	545	562	603	621	633
	District Optional Professional Growth (7 hours)	456	465	474	500	518	545	562	603	621	633
	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	99,575	103,089	108,368	111,880	120,076	123,593	125,934
19	BA	85,133	86,782	88,428	93,372	96,667	101,616	104,911	112,596	115,894	118,088
	Responsibility and Incentive	3,831	3,905	3,979	4,202	4,350	4,573	4,721	5,067	5,215	5,314
	TOTAL CONTRACTED SALARY	88,964	90,687	92,407	97,574	101,017	106,189	109,632	117,663	121,109	123,402
	Self-Selected Professional Growth (14 hours)	912	930	948	1,001	1,036	1,089	1,124	1,207	1,242	1,266
	Technology Professional Growth (7 Hours)	456	465	474	500	518	545	562	603	621	633
	District Optional Professional Growth (7 hours)	456	465	474	500	518	545	562	603	621	633
	TOTAL SALARY AVAILABLE	90,788	92,547	94,303	99,575	103,089	108,368	111,880	120,076	123,593	125,934
20	BA	89,391	91,123	92,849	98,041	101,501	106,697	110,156	118,225	121,688	123,993
	Responsibility and Incentive	4,023	4,101	4,178	4,412	4,568	4,801	4,957	5,320	5,476	5,580
	TOTAL CONTRACTED SALARY	93,413	95,223	97,027	102,453	106,068	111,498	115,114	123,545	127,164	129,573
	Self-Selected Professional Growth (14 hours)	958	977	995	1,051	1,088	1,144	1,181	1,267	1,304	1,329
	Technology Professional Growth (7 Hours)	479	488	498	525	544	572	590	634	652	664
	District Optional Professional Growth (7 hours)	479	488	498	525	544	572	590	634	652	664
	TOTAL SALARY AVAILABLE	95,329	97,176	99,018	104,554	108,244	113,786	117,475	126,080	129,772	132,230

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



Employee Personal Property Loss / Damage Claim Form Instructions

SUBMIT ORIGINAL TO THE DISTRICT CLAIMS MANAGER – CAB 5TH FLOOR
RETAIN A COPY FOR YOUR FILES

1. The loss or damage must be reported to *Tacoma Police, employee's administrator and to the District's Safety & Security Department within 48 hours of the incident.
 - *If loss or damage is due to theft or vandalism, a police report must be filed and a copy of the police report must be provided to the employee's principal/supervisor within 48 hours of the incident, or the claim will be denied.
 - A Tacoma Police report can be filed by completing an online [form](#) or by calling the non-emergency number at 253-287-4455.
 - If loss or damage is due to other reasons, a police report may not be required, but the employee must still notify Safety & Security at safety@tacoma.k12.wa.us or by calling 253-571-1255.
2. The claim must be submitted on the District claim form.
 - The completed form must be provided to the Claim Manager within the number of days specified by the employee's Collective Bargaining Agreement, or the claim may be denied
 - Submit the original form to the District's Claim Manager – CAB 5th floor
 - Retain a copy for your files
3. The employee is required to submit the following documents with the District claim form.
 - a. For vehicle damage, include the following:
 - A copy of the repair cost and receipt of payment
 - Declaration page of the automotive insurance policy showing the deductible amount
 - A copy of the police report
 - b. For items stolen or damaged:
 - Refer to the applicable employee Collective Bargaining Agreement
4. The District may at its discretion, require an employee to show additional evidence of theft or damage.
 - Each claim form is reviewed by the Claims Manager for final approval or denial
5. Reimbursement is limited to a maximum of \$1,000 per occurrence or as stated in the applicable Collectible Bargaining Agreement.
 - An employee's personal insurance policy is the [primary coverage](#)
 - The District will reimburse the employee for their deductible ONLY or out of pocket expenses, not to exceed \$1,000
 - In accordance with RCW 46.30, if the employee does not have insurance coverage, the District may not reimburse the loss
6. For further information, please refer to:
 - The applicable employee Collective Bargaining Agreement located on the [HUB](#)
 - District [Policy 6540](#) and [Regulation 6540R](#)



Employee Personal Property Loss / Damage Claim Form Instructions

**SUBMIT ORIGINAL TO THE DISTRICT CLAIMS MANAGER – CAB 5TH FLOOR
RETAIN A COPY FOR YOUR FILES**

Employee Name _____ Employee ID # _____

Mailing Address _____ City _____ Zip _____

Work Location _____ Bargaining Group _____

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

(Include District building/school name and location of parking lot)

Property Description

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

Name of Insurance Company _____
(Include a copy of the insurance policy showing coverage(s) and the deductible amount)

AMOUNT TO BE PAID \$ _____

Describe how the loss / damage occurred

Reported To: Police Report # _____ Safety & Security Principal / Administrator Date Reported _____
(If loss due to theft or vandalism)

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

<input type="checkbox"/> APPROVE	<input type="checkbox"/> DISAPPROVE	REASON _____ _____ _____
_____ Principal / Administrator Signature		_____ Title
		_____ Date

FOR ACCOUNTING USE ONLY

Company	Accounting Unit	Account	Amount	Accounting Control	Payment Date
10	97000.68____012	4292	\$		

Appendix VI – 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): <input type="checkbox"/> Option 1 - Add certificated staff <input type="checkbox"/> Option 2 - Create additional section <input type="checkbox"/> Option 3A - Pay stipend <input type="checkbox"/> Option 3B - Grant release time	
If requesting stipend: <input type="checkbox"/> \$500 <input type="checkbox"/> \$650	If requesting release time: <input type="checkbox"/> 3 days <input type="checkbox"/> 4 days

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 VII – 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: _____ Meeting Date: _____ <small>within 7 days of receipt</small>
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 VIII – Continuing Contract and Personal Responsibility Stipend Contract

<p style="text-align: center;">TACOMA SCHOOL DISTRICT NO. 10 Contract</p>	<p style="text-align: center;">TACOMA SCHOOL DISTRICT NO. 10 Professional Responsibility Supplemental Contract</p>
<p>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</p>	<p>This Supplemental Employment contract is made between the Tacoma School District No. 10 and <u>[[First]]</u> <u>[[Last]]</u> for the 2022-2023 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 <u>work days</u>. These services must be provided at a professionally responsible level consistent with Project Quality Standards, and include, but are not limited to:</p>
<p>Name: <u>[[Last]]</u> , <u>[[First]]</u> (Hereinafter called the Employee)</p>	<p>(1) attendance on the day before the first student day of the year and at the conference/semester day;</p>
<p>Empl Nbr: <u>[[Employee Identification Number]]</u></p>	<p>(2) preparation of the classroom or <u>work spaces</u> during the school year for quality instruction or support of instruction;</p>
<p>Position: <u>[[Contract Position Title]]</u></p>	<p>(3) conference with parents and/or students;</p>
<p>Contract Year: 2022-2023</p>	<p>(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;</p>
<p>*Contract days: <u>[[Contract Days]]</u> (prorated if starting after start of school year)</p>	<p>(5) participation in self-reflection, goal setting and related professional growth activities, such as workshops, classes, conferences, seminars or research <u>projects</u>;</p>
<p>FTE: <u>[[Contract FTE]]</u></p>	<p>(6) participation in a reasonable and equitable number of grade level, department, building, job-alike and/or District committees, task forces, processes and <u>activities</u>;</p>
<p>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, 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 <u>District</u>.</p>	
<p>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.</p>	
<p>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</p>	

<p>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.</p> <p>This contract is offered for acceptance by the Employee only on the terms stated herein. If the contract is not electronically accepted by the Employee within ten (10) business days of the date hereof, the Employee shall be deemed to have waived any and all rights to employment by the <u>District</u>.</p> <p>*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.</p> <p>By order of the Board of Directors</p>	<p>(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 <u>meetings, and</u> communicating with the parents and students.</p> <p>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.</p> <p>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 the 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, the 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.</p> <p>This is not a continuing contract within the scope of RCW 28A.405.210.</p> <p>This contract is offered for acceptance by the Employee only on the terms stated herein. If the contract is not electronically accepted by the Employee within ten (10) business days of the date hereof, the Employee shall be deemed to have waived <u>any and all</u> rights to the Professional Responsibility compensation set out in this agreement.</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

 Joshua J. Garcia, Superintendent	<p>I, [[First]] [[Last]] , acknowledge that clicking the "Accept" button on this contract agreement constitutes a legally binding electronic signature.</p>	 Joshua J. Garcia, Superintendent	<p>I, [[First]] [[Last]] , acknowledge that clicking the "Accept" button on this contract agreement constitutes a legally binding electronic signature.</p>
<p>Click Accept within ten (10) business days of [[Contract Issue Date]] . Print a copy of your contract and retain it for your personal records.</p>		<p>Click Accept within ten (10) business days of [[Contract Issue Date]] . Print a copy of your contract and retain it for your personal records.</p>	

Appendix IX – Supplemental Contract

TACOMA SCHOOL DISTRICT NO. 10
SUPPLEMENTAL CONTRACT

It is hereby agreed that **[[First]]** **[[Last]]** (Employee Number: **[[Employee Identification Number]]**) shall be assigned to supplemental duty for the school year 2021-2022 and shall receive one or more stipends as indicated below:

Position	Stipend Dollar Value	Location	Begin Date	End Date	Issue Date
[[1: Supplemental Contract Description]]	[[1: Supplemental Contract \$]]	[[1: Supplemental Contract Facility]]	[[1: Supplemental Contract Begin Date]]	[[1: Supplemental Contract End Date]]	[[1: Supplemental Contract Issue Date]]
[[2: Supplemental Contract Description]]	[[2: Supplemental Contract \$]]	[[2: Supplemental Contract Facility]]	[[2: Supplemental Contract Begin Date]]	[[2: Supplemental Contract End Date]]	[[2: Supplemental Contract Issue Date]]
[[3: Supplemental Contract Description]]	[[3: Supplemental Contract \$]]	[[3: Supplemental Contract Facility]]	[[3: Supplemental Contract Begin Date]]	[[3: Supplemental Contract End Date]]	[[3: Supplemental Contract Issue Date]]
[[4: Supplemental Contract Description]]	[[4: Supplemental Contract \$]]	[[4: Supplemental Contract Facility]]	[[4: Supplemental Contract Begin Date]]	[[4: Supplemental Contract End Date]]	[[4: Supplemental Contract Issue Date]]
[[5: Supplemental Contract Description]]	[[5: Supplemental Contract \$]]	[[5: Supplemental Contract Facility]]	[[5: Supplemental Contract Begin Date]]	[[5: Supplemental Contract End Date]]	[[5: Supplemental Contract Issue Date]]
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Note: Each additional activity added throughout the school year will result in an updated supplemental contract issuance.

Services to be rendered

AS NEEDED TO FULFILL RESPONSIBILITIES OF ABOVE POSITION(S)

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

In the event insufficient students turn out for any 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



Joshua J. Garcia,
Superintendent

I, **[[First]]** **[[Last]]** , acknowledge that clicking the "Accept" button on this contract agreement constitutes a legally binding electronic signature.

Appendix X – 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 XI – Six-Year Evaluation Schedule

EVALUATION DESIGNATION FOR A SIX-YEAR CYCLE

Last Name	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
A-D	Focused	Focused	Focused	Comprehensive	Focused	Focused
E-G	Focused	Focused	Focused	Focused	Comprehensive	Focused
H-K	Focused	Focused	Focused	Focused	Focused	Comprehensive
L-O	Comprehensive	Focused	Focused	Focused	Focused	Focused
P-Sm	Focused	Comprehensive	Focused	Focused	Focused	Focused
Sn-Z	Focused	Focused	Comprehensive	Focused	Focused	Focused

Appendix XII – School Year Calendars 2022-2026

Tacoma Public Schools 2022-23 Teacher Calendar – 182 Days – Updated 7/06/22 Elementary School Certificated Staff																																																									
<p>1st District Guided Professional Growth Day</p> <p>2nd Non-workday</p> <p>5th Labor Day Holiday</p> <p>6th District Guided Professional Growth Day</p> <p>7th PRG Day</p> <p>8th First Student Day – regular start time</p> <p>13th Kindergarten Start Date</p> <p>14th Late Starts Begin</p> <p>19 workdays + 1 PRG day</p>	<table border="1"> <thead> <tr> <th colspan="7">SEPTEMBER 22</th> </tr> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td>PG</td> <td>N</td> <td>3</td> </tr> <tr> <td>4</td> <td>H</td> <td>PG</td> <td>P</td> <td>8S</td> <td>9</td> <td>10</td> </tr> <tr> <td>11</td> <td>12</td> <td>K8</td> <td>LS</td> <td>15</td> <td>16</td> <td>17</td> </tr> <tr> <td>18</td> <td>19</td> <td>20</td> <td>LS</td> <td>22</td> <td>23</td> <td>24</td> </tr> <tr> <td>25</td> <td>26</td> <td>27</td> <td>LS</td> <td>29</td> <td>30</td> <td></td> </tr> </tbody> </table>	SEPTEMBER 22							S	M	T	W	Th	F	S					PG	N	3	4	H	PG	P	8S	9	10	11	12	K8	LS	15	16	17	18	19	20	LS	22	23	24	25	26	27	LS	29	30								
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PG = Professional Growth Days (no school) H = Holiday (no school) P = PRG Day (no school) 8S = School Starts
 LS = Late Start Day K8 = Kindergarten Start Date D = District Data Day (no school) E = Early Release N = Non-Workday S = Snow Make-Up Day

Tacoma Public Schools
2022-23 Teacher Calendar – 182 Days - Updated 7/06/22
Secondary School Certificated Staff

- 1st District Guided Professional Growth Day
 - 2nd Non-workday
 - 5th Labor Day Holiday
 - 6th District Guided Professional Growth Day
 - 7th PRS Day
 - 8th First Student Day – regular start time
 - 13th Kindergarten Start Date
 - 14th Late Starts Begin
- 19 workdays + 1 PRS day

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23	24	25	LS	27	28	29
30	31					

- 7th Data Day (no school)
 - 12th Elementary Conferences
*Early release grades K-5
No late start for elementary students. Late start for high school students; 2-hour late start for middle school students.
 - 13th-14th All grades' conferences
Early Release grades K-12
- 21 workdays

- 11th Veterans' Day Holiday
 - 23rd, 24th, 25th Thanksgiving Break
- 18 workdays

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

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

- Dec 19 – Dec 30 Winter Break/
No school
- 12 workdays

- 2nd New Year's Day holiday (observed)
 - 3rd School resumes
 - 16th Martin Luther King Jr. Day
- 20 workdays

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

FEBRUARY 23						
S	M	T	W	Th	F	S
			LS	2	P	4
5	6	7	LS	9	10	11
12	13	14	LS	D	S	18
19	H	21	LS	23	24	25
26	27	28				

- 3rd Secondary PRS Day
 - 16th Data Day (no school)
 - 17th Snow make-up day
 - 20th Presidents' Day Holiday
- 17 workdays + 1 PRS Day

- 16th – 17th All grades' conferences
Early Release for all students
 - 20th 3rd trimester begins
- 23 workdays

MARCH 23						
S	M	T	W	Th	F	S
			LS	2	3	4
5	6	7	LS	9	10	11
12	13	14	LS	E	E	18
19	20	21	LS	23	24	25
26	27	28	LS	30	31	

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

- 3rd – 7th Spring Break
- 15 workdays

- 26th Snow make-up day
 - 29th Memorial Day Holiday
- 21 workdays

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

JUNE 23						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	LS	8	9	10
11	12	13	LS	15	16	17
18	H	20	21	22	E	24
25	S	S	28	29	30	

- 19th Juneteenth Holiday
 - 23rd Last Day of School/
Early Release
 - 26th – 27th Snow make-up days, if needed
- 16 workdays

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

Tacoma Public Schools
2022-23 School Year Student Calendar – Updated 07/06/22

1st – 2nd No school

5th Labor Day Holiday

6th – 7th No school

8th First Student Day

13th Kindergarten Start Date

14th Late Starts Begin

17 student days

SEPTEMBER 22						
S	M	T	W	Th	F	S
				N	N	3
4	H	N	N	SS	9	10
11	12	K8	LS	15	16	17
18	19	20	LS	22	23	24
25	26	27	LS	29	30	

OCTOBER 22

S	M	T	W	Th	F	S
						1
2	3	4	LS	6	N	8
9	10	11	*LS	E	E	15
16	17	18	LS	20	21	22
23	24	25	LS	27	28	29
30	31					

7th Data Day (no school)

12th Elementary Conferences
 *Early release grades K-5
No late start for elementary students. Late start for high school students; 2-hour late start for middle school students.

13th-14th All Grades Conferences
 Early Release grades K-12

20 student days

11th Veterans' Day Holiday

23rd, 24th, 25th
 Thanksgiving Break

18 student days

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

DECEMBER 22

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

5th Elementary Trimester Break
 *No school for elementary students only

6th 2nd trimester begins

Dec 19 – Dec 30 Winter Break/
 No school

11 days – Elementary students
 12 days – Secondary students

2nd New Year's Day holiday
 (observed)

3rd School resumes

16th Martin Luther King Jr. Day

20 student days

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

FEBRUARY 23

S	M	T	W	Th	F	S
			LS	2	*3	4
5	6	7	LS	9	10	11
12	13	14	LS	N	N	18
19	H	21	LS	23	24	25
26	27	28				

3rd Secondary Semester Break
 *No school for secondary students only

6th 2nd semester begins

16th Data Day (no school)
 17th Snow make-up day
 20th Presidents' Day Holiday

17 days – Elementary students
 16 days – Secondary students

16th – 17th All grades conferences
 Early Release for all students

20th 3rd trimester begins

23 student days

MARCH 23						
S	M	T	W	Th	F	S
			LS	2	3	4
5	6	7	LS	9	10	11
12	13	14	LS	E	E	18
19	20	21	LS	23	24	25
26	27	28	LS	30	31	

APRIL 23

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

3rd – 7th Spring Break

15 student days

26th Snow make-up day

29th Memorial Day Holiday

21 student days

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

JUNE 23

S	M	T	W	Th	F	S
				1	2	3
4	5	6	LS	8	9	10
11	12	13	LS	15	16	17
18	H	20	21	22	E	24
25	8	8	28	29	30	

19th Juneteenth Holiday

23rd Last Day of School/
 Early Release

26th – 27th Snow make-up days, if
 needed

16 student days

N = Non-School Day H = Holiday (no school) SS = School Starts K8 = Kindergarten Start Date
 L = Late Start Day E = Early Release S = Snow Make-Up Day

Tacoma Public Schools
2023-24 School Year Student Calendar

DRAFT

1st – 8th No school
4th Labor Day Holiday
11th First Student Day
13th Late Starts Begin
14th Kindergarten Start Date
15 student days

SEPTEMBER 23						
S	M	T	W	Th	F	S
					N	2
3	H	N	N	N	N	9
10	SS	12	LS	KS	15	16
17	18	19	LS	21	22	23
24	25	26	LS	28	29	30

OCTOBER 23						
S	M	T	W	Th	F	S
1	2	3	LS	5	6	7
8	9	10	LS	12	N	14
15	16	17	*18	E	E	21
22	23	24	LS	26	27	28
29	30	31				

13th Data Day (no school)
18th Elementary Conferences
*Early release grades K-5
No late start for elementary students. Late start for high school students; 2-hour late start for middle school students.
19th - 20th All Grades Conferences
Early Release grades K-12
21 student days

10th Veterans' Day Holiday
23rd, 24th, 25th Thanksgiving Break
18 student days

NOVEMBER 23						
S	M	T	W	Th	F	S
			LS	2	3	4
5	6	7	LS	9	H	11
12	13	14	LS	16	17	18
19	20	21	N	H	N	25
26	27	28	LS	30		

DECEMBER 23						
S	M	T	W	Th	F	S
						1 2
3	4	5	LS	7	*8	9
10	11	12	LS	14	15	16
17	N	N	N	N	N	23
24	H	H	N	N	N	30
31						

8th Elementary Trimester Break
*No school for elementary students only
11th 2nd trimester begins
Dec 18 – Dec 29 Winter Break/
No school
10 days – Elementary students
11 days – Secondary students

1st New Year's Day holiday
3rd School resumes
15th Martin Luther King Jr. Day
20 student days

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

FEBRUARY 24						
S	M	T	W	Th	F	S
					1	2 3
4	*5	6	LS	8	9	10
11	12	13	LS	D	6	17
18	H	20	LS	22	23	24
25	26	27	LS	29		

5th Secondary Semester Break
*No school for secondary students only
6th 2nd semester begins
15th Data Day (no school)
16th Snow make-up day
20th Presidents' Day Holiday
18 days – Elementary students
17 days – Secondary students

21st – 22nd All grades conferences
Early release for all students
25th 3rd trimester begins
21 student days

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

APRIL 24						
S	M	T	W	Th	F	S
	N	N	N	N	N	6
7	8	9	LS	11	12	13
14	15	16	LS	18	19	20
21	22	23	LS	25	26	27
28	29	30				

1st – 5th Spring Break
17 student days

24th Snow make-up day
27th Memorial Day Holiday
21 student days

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

JUNE 24						
S	M	T	W	Th	F	S
						1
2	3	4	LS	6	7	8
9	10	11	LS	13	14	15
16	17	18	H	20	21	22
23	24	25	E	6	6	29
30						

19th Juneteenth Holiday
21st Last Day of School/
Early Release
27th – 28th Snow make-up days, if
needed
17 student days

N = Non-School Day H = Holiday (no school) SS = School Starts KS = Kindergarten Start Date
LS = Late Start Day E = Early Release 6 = Snow Make-Up Day

Tacoma Public Schools
2024-25 School Year Student Calendar

DRAFT

2nd Labor Day Holiday
3rd – 6th No school
9th First Student Day
11th Late Starts Begin
12th Kindergarten Start Date
16 student days

SEPTEMBER 24						
S	M	T	W	Th	F	S
1	H	N	N	N	N	7
8	SS	10	LS	K8	13	14
15	16	17	LS	19	20	21
22	23	24	LS	26	27	28
29	30					

13th Data Day (no school)
16th Elementary Conferences
*Early release grades K-5
No late start for elementary students. Late start for high school students; 2-hour late start for middle school students.
17th - 18th All Grades Conferences
Early Release grades K-12
22 student days

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

11th Veterans' Day Holiday
27th – 29th Thanksgiving Break
17 student days

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

6th Elementary Trimester Break
*No school for elementary students only
9th 2nd trimester begins
Dec 23 – Jan 3 Winter Break/
No school
14 days – Elementary students
15 days – Secondary students

DECEMBER 24						
S	M	T	W	Th	F	S
1	2	3	LS	5	*6	7
8	9	10	LS	12	13	14
15	16	17	LS	19	20	21
22	N	H	H	N	N	28
29	N	H				

1st New Year's Day holiday
2nd – 3rd No school
6th School resumes
20th Martin Luther King Jr. Day
19 student days

JANUARY 25						
S	M	T	W	Th	F	S
			H	N	N	4
5	6	7	LS	9	10	11
12	13	14	LS	16	17	18
19	H	21	LS	23	24	25
26	27	28	LS	30	31	

7th Secondary Semester Break
*No school for secondary students only
10th 2nd semester begins
13th Data Day (no school)
14th Snow make-up day
17th Presidents' Day Holiday
17 days – Elementary students
16 days – Secondary students

FEBRUARY 25						
S	M	T	W	Th	F	S
						1
2	3	4	LS	6	*7	8
9	10	11	LS	D	8	15
16	H	18	LS	20	21	22
23	24	25	LS	27	28	

13th – 14th All grades conferences
Early Release for all students
17th 3rd trimester begins
21 student days

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

7th – 11th Spring Break
17 student days

APRIL 25						
S	M	T	W	Th	F	S
		1	LS	3	4	5
6	N	N	N	N	N	12
13	14	15	LS	17	18	19
20	21	22	LS	24	25	26
27	28	29	LS			

23rd Snow make-up day
26th Memorial Day Holiday
20 student days

MAY 25						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	LS	8	9	10
11	12	13	LS	15	16	17
18	19	20	LS	22	8	24
25	H	27	LS	29	30	31

19th Juneteenth Holiday
23rd Last Day of School/
Early Release
24th – 25th Snow make-up days, if
needed
15 student days

JUNE 25						
S	M	T	W	Th	F	S
1	2	3	LS	5	6	7
8	9	10	LS	12	13	14
15	16	17	LS	H	20	21
22	E	8	8	26	27	28
29	30					

N = Non-School Day H = Holiday (no school) SS = School Starts K8 = Kindergarten Start Date
LS = Late Start Day E = Early Release S = Snow Make-Up Day

Tacoma Public Schools
2025-26 School Year Student Calendar

DRAFT

1st Labor Day Holiday

2nd – 5th No school

8th First Student Day

11th Late Starts Begin

12th Kindergarten Start Date

17 student days

SEPTEMBER 25						
S	M	T	W	Th	F	S
	H	N	N	N	N	6
7	SS	9	LS	KS	12	13
14	15	16	LS	18	19	20
21	22	23	LS	25	26	27
28	29	30				

OCTOBER 25						
S	M	T	W	Th	F	S
			LS	2	3	4
5	6	7	LS	9	N	11
12	13	14	*15	E	E	18
19	20	21	LS	23	24	25
26	27	28	LS	30	31	

10th Data Day (no school)

15th Elementary Conferences
*Early release grades K-5
No late start for elementary students. Late start for high school students. 2-hour late start for middle school students.

16th - 17th All Grades Conferences
Early Release grades K-12

22 student days

11th Veterans' Day Holiday (observed)

28th – 28th Thanksgiving Break

16 student days

NOVEMBER 25						
S	M	T	W	Th	F	S
						1
2	3	4	LS	6	7	8
9	H	11	LS	13	14	15
16	17	18	LS	20	21	22
23	24	25	N	H	N	29
30						

DECEMBER 25						
S	M	T	W	Th	F	S
	1	2	LS	4	*5	6
7	8	9	LS	11	12	13
14	15	16	LS	18	19	20
21	N	N	N	H	N	27
28	N	N	N			

5th Elementary Trimester Break
*No school for elementary students only

8th 2nd trimester begins

Dec 22 – Jan 2 Winter Break/
No school

14 days – Elementary students
15 days – Secondary students

1st New Year's Day holiday

2nd No school

5th School resumes

19th Martin Luther King Jr. Day

19 student days

JANUARY 26						
S	M	T	W	Th	F	S
				H	N	3
4	5	6	LS	8	9	10
11	12	13	LS	15	16	17
18	H	20	LS	22	23	24
25	26	27	LS	29	30	31

FEBRUARY 26						
S	M	T	W	Th	F	S
1	2	3	LS	5	*6	7
8	9	10	LS	N	S	14
15	H	17	LS	19	20	21
22	23	24	LS	26	27	28

6th Secondary Semester Break
*No school for secondary students only

9th 2nd semester begins

12th Data Day (no school)

13th Snow make-up day

16th Presidents' Day Holiday

17 days – Elementary students
16 days – Secondary students

12th – 13th All grades conferences
Early Release for all students

16th 3rd trimester begins

22 student days

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

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

6th – 10th Spring Break

17 student days

22nd Snow make-up day

25th Memorial Day Holiday

19 student days

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

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

19th Juneteenth Holiday

22nd Last Day of School/
Early Release

23rd – 24th Snow make-up days, if needed

15 student days

N = Non-School Day H = Holiday (no school) SS = School Starts KS = Kindergarten Start Date
LS = Late Start Day E = Early Release S = Snow Make-Up Day