



Board of Directors Business Meeting
Agenda Action Item

Item Title

RATIFICATION OF THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT BETWEEN TACOMA SCHOOL DISTRICT NO. 10 AND THE MEMBERSHIP OF THE TACOMA EDUCATION ASSOCIATION, TACOMA ASSOCIATION OF EDUCATION OFFICE PROFESSIONALS, AND TACOMA ASSOCIATION OF PUBLIC SCHOOLS PROFESSIONAL & TECHNICAL EMPLOYEES.

Department

Human Resources

Board Meeting Date

June 26, 2025

Background

The Tacoma Education Association (TEA), Tacoma Association of Education Office Professionals (TAEOP), and the Tacoma Association of Public Schools Professional & Technical Employees (TAPSPTE) collective bargaining agreements expire on August 31, 2025. The Associations and the District have been bargaining their entire contracts since March 3, 2025. The collective bargaining agreements are three-year agreements, expiring August 31, 2025. Union members ratified the collective bargaining agreements on June 13, 2025.

Current Consideration

The TEA, TAEOP, and TAPSPTE collective bargaining agreements contain updates to terms and definitions, the grievance process, and leave provisions. The CBAs also provide new language and updates to existing language that will continue to support employees and departments across the District.

Fiscal Implication

Total fiscal investment for TEA is \$2.4 million for each year of the three-year agreement; TAEOP and TAPSPTE are a total fiscal investment of \$225,000 each year of the three-year agreement. These investments represent salary modifications of IPD only for the TEA agreement and 1% per year for TAEOP and .5% per year for TAPSPTE for each year of the agreement. The District's investments are made through language changes in the agreement.

Recommendation

The Assistant Superintendent of Human Resources recommends that the Board of Directors ratify the collective bargaining agreements between Tacoma School District No. 10 and the Membership of the Tacoma Education Association, Tacoma Association of Education Office Professionals, and the Tacoma Association of Public Schools Professional & Technical Employees.

Strategic Benchmark

Goal 1: Academic Excellence, Goal 2: Partnership, Goal 3: Early Learning, Goal 4: Safety, Goal 5: Operations

Approved By

Director of Labor Relations and Whole Educator Support, Dr. Forrest Griek, on behalf of Assistant Superintendent of Human Resources, Renee Trueblood

AGREEMENT

Between the



Board of Directors

and the

**Membership of the Tacoma Education
Association**



Unified Collective Bargaining Agreement

September 1, 2025 – August 31, 2028

TACOMA SCHOOL DISTRICT #10

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PREAMBLE

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

Both parties hereto agree as follows:

ARTICLE I – CONTRACT IMPLEMENTATION

Section 1 – Definitions

Association – the Tacoma Education Association (TEA)

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

District – Tacoma School District No. 10 or its authorized representatives.

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

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

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

Section 2 – Anti-Bias and Nondiscrimination

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

Section 3 – Recognition

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

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

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

Section 4 – Agreement Duration and Reopeners

- A. Duration – the Agreement and each of its provisions is binding and effective from September 1, 2025 to August 31, 2028.
- B. Financial Reopeners – In the event that there is a significant loss of revenue to the District resulting from a levy failure, legislative action, regulatory or agency action, or passage of an initiative or referendum, the parties shall reopen applicable sections of the Agreement within thirty (30) calendar days.
- C. Reopeners
 - 1. Either party may reopen any provision of the Agreement exclusive of Section 21.A Salary Guides, with written notice by March 1 annually provided that the Labor-Management Committee process as specified in Section 15 Labor-Management Meetings, has determined that the contract amendments are in the best interests of the District and the Association.
 - 2. In addition, the parties may open applicable sections of the Agreement to implement task force and committee recommendations as provided for in the Agreement.
 - 3. Either Party may reopen the Agreement sixty (60) days prior to August 31 of the current contract year for the purpose of negotiating changes to the salary schedule.

Section 5 – Status of the Contract

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

Section 6 – Conformity to Law

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

Section 7 – Rights of the Board

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

Section 8 – Distribution of the Contract

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

Section 9 – Bargaining a New Contract

- A. Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party. The first (1st) meeting shall be held within ten (10) school days after March 1.

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

ARTICLE II - BARGAINING UNIT PRIVILEGES

Section 10 - Association Leaves

- A. TEA President – the Board agrees to provide a leave of absence with pay to the President of the TEA during the President’s term of office. TEA will reimburse the District a sum equal to the salary, PRS, Optional Days, all benefits, and other compensation of the President.
- B. TEA Vice-President – The Board agrees to provide a leave of absence with pay to the Vice-President of the TEA during the Vice-President’s term of office. TEA will reimburse the District a sum equal to the salary, PRS, Optional Days, all benefits, and other compensation of the Vice-President.
- C. Such leave and reimbursement shall be for full-time or part-time release as determined by TEA. TEA shall provide the District notice of a change in leave of absence for executive officers by June 1 for the subsequent school year.
- D. Upon return from leave, a President or Vice-President will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level which would have been achieved had no absence occurred. Further, upon return from such leave, the President will be given the same consideration for returning to the position of last assignment as if the President had been on active duty. If the position of the 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.
3. If the District has concerns about the effect of Association leaves on the educational process, the District and Association will meet and confer regarding such concerns.
4. All requests for such leave must be submitted two (2) weeks prior to the need and/or event. Extenuating circumstances will be discussed between the Association and the Assistant Superintendent of Human Resources or designee.

Section 11 - Dues Deduction

- A. Authorization – Upon written authorization for unified membership dues in the Association, the Board agrees that said sums will be deducted from payrolls and forwarded promptly to the Association. All enrollments and cancellations shall be handled by the appropriate officers of the Association.
- B. Cancellation – Cancellation of dues must be received in the finance office directly from the officers of the Association. The District shall provide for automatic reinstatement of the deduction for Association dues for employees returning from leave, unless canceled, through written notice by the Association.
- C. Substitutes – The Association must notify the Superintendent in writing no later than September 1 annually of the amount of the payroll deduction for substitutes. The District will deduct the amount specified by the Association for dues if authorized in writing by a regular substitute.
- D. Hold Harmless – The Association agrees to defend, indemnify, and hold the District harmless (suits by the District excepted) against any and all claims, suits, orders, or judgments brought or issues against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this section contingent upon the District's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's own choosing.
- E. Member Lists - The District shall follow the guidelines below for providing new hire information notification to WEA and the Association of any new employee(s) covered by this collective bargaining agreement no later than the 15th of each month. The new employee lists shall include all information required to process membership, including but potentially not limited to:
 1. Full Name
 2. Address
 3. Personal phone number
 4. Home email address
 5. Work email address
 6. Employee number
 7. Work location (s)
 8. Position

9. Assignment
10. FTE
11. Employment start date

Section 12 – Building Use

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

Section 13 – Communications

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

Section 14 – Delivery Service

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

Section 15 – Labor-Management Meetings

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

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

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

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

Section 16 – Collaboration and Innovation

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

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

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

Section 17 – Site-Centered Decision-Making

A. Definitions

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

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

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

B. Implementation

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

1. District-Level Facilitation – SCDM will operate within the parameters set by the school board, working in conjunction with the anchors. A committee appointed by the Labor-Management Committee will take on the role of supporting the success of SCDM at school sites. Their role shall include but not be limited to the following:
 - a. Review the needs for SCDM training on a yearly basis
 - b. Collaboratively develop content of SCDM training
 - c. Attain resources and other support for those involved through training sessions and facilitated meetings
 - d. Establish general steps for preparation and training at school sites
2. Decision-Making Principles/Parameters – The District and the Association agree to the following parameters and operating principles which shall guide the SCDM process at school sites.
 - a. Before a building’s SCDM decision is implemented, there must be a consensus of staff (as defined by staff at the site) as well as parent involvement and input for decisions that impact students. Once consensus has been reached as defined by SCDM bylaws, the decision becomes an expected norm for the learning community.
 - b. If a SCDM proposal is contrary to any terms of the collective bargaining agreement, state or federal guidelines, or District guidelines, regulations, or policies, a waiver from the appropriate body must be obtained.
 - c. The SCDM team will be responsible for overseeing, implementing, and evaluating the continuous achievement plan building mission statement, common agreements, and initiatives.
 - d. The SCDM team should develop bylaws that include the following categories:
 - i. Article I – Mission/Purpose,
 - ii. Article II – Membership,
 - iii. Article III – Decision-Making Process,
 - iv. Article IV – Meetings,
 - v. Article V – Communication Process, and
 - vi. Article VI – Evaluation Process

The bylaws will be kept on file at the building, with a copy provided to the Association: By-laws will be reviewed annually, and new by-laws, re-writes, or revisions will be submitted to the anchors no later than October 15.

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

Each site shall conduct an annual self-assessment of its SCDM process. The content and format for any such evaluation shall be approved by the District’s anchors. Content and format will be reviewed annually by the Labor-Management Committee. All staff members and participating

parents and students in SCDM shall have an opportunity to participate in the assessment which shall include, but not be limited to, the clarity of the decision-making process, the effectiveness of communication, the level of staff and parent participation, and the impact of SCDM on school improvement efforts. The results of the assessment shall be shared with staff, parents, and students who participate in SCDM, and the appropriate Assistant Superintendent to refine and improve the process.

3. Limitations – The Administration, the Board, and TEA shall not be required nor expected to set aside legal responsibilities or certain traditional dimensions of organizational roles. Such legal responsibilities and organizational roles include the following:
 - a. The anchors will accept state and federal laws as applicable.
 - b. Superintendent of Public Instruction rules
 - c. Board policies and administrative regulations and guidelines including adopted curriculum and programs
 - d. The collective bargaining agreements between any of the organized labor groups and the District
 - e. The responsibility, authority, and accountability of the principal in the day-to-day management of the schools
4. Waivers – The anchors will accept requests for waivers from an existing policy, regulation, or a portion of the collective bargaining agreement. These requests will then be referred to the appropriate mechanism for action (i.e., take to TEA if issue deals with the Agreement, take to the Board if issue deals with Board policy, etc.). The timelines for submitting completed waiver requests shall be determined by the support team and shall be communicated to staff annually.
 - a. The waiver is initiated by or presented to the SCDM for initial feasibility. Any potential impact on students and parents and their involvement in the development of the waiver proposal shall be clearly documented prior to the submission of the request. Staff should not vote on proposed waivers in a poll or survey provided by the SCDM at this stage of the process. The SCDM shall solicit feedback from all certificated staff on waiver proposals prior to anchor approval to conduct initial feasibility analysis.
 - b. The SCDM will complete the SCDM Waiver Checklist (Appendix II) and send to the anchors for compliance with law and CBA. The SCDM will use the application form in Appendix III of the CBA, which should be emailed to the TEA President and TPS Director of Labor Relations. All waivers for the next school year are due by the first Monday before Spring Break.
 - c. SCDM anchors will respond in writing to all proposals by the end of April each year. Each anchor will process and evaluate waivers in good faith, considering feedback from relevant stakeholders as part of their respective decision-making process. If an anchor disapproves the waiver, that anchor shall present its organization's rationale for the disapproval to the SCDM.

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

Section 18 – Building Budgets

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

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

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

Section 19 – Career and Technical Education:

CTE Program Expenditure Transparency

- The Career and Technical Education (CTE) Department shall establish a clear timeline for annual program budget preparation, review and approval. Additional time may be provided for staff hired after the budget cutoff.
- CTE employees shall have access to expenditures and remaining funds for their program.

CTE Program Relocations

- The district shall make every effort to avoid relocating the same CTE program in two (2) consecutive calendar years.

CTE Equipment and Materials

- Buildings housing CTE instructional programs shall include work areas containing equipment and supplies with appropriate, functioning technology in compliance with the current edition of the State Standards for CTE Programs, as determined by the CTE director. Every effort shall be made to have equipment in place and installed by the first student day of the year.

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

- A. Purpose and Intent – these guidelines are designed to assist staff at the building level to establish processes for considering, applying for, and accepting grants.
 1. Not all circumstances can be addressed in advance on issues like these and these guidelines are not intended to be a barrier to applying for grants that will enhance the teaching and learning at individual sites. However, the more closely the guidelines can be followed, the more likely a site will have a positive experience in utilizing grant opportunities.
 2. Because it is the interest of both the Association and the District for school sites to be successful in properly implementing grants once they are received, it is the belief of the parties that schools should only rarely consider having more than one school-wide grant in place at a time. We recommend that multiple grants be considered only in exceptional circumstances.
- B. Role of the SCDM
 1. Decisions to pursue or accept building-based grants should be made consistent with the SCDM processes at the school site. Additionally, any requirements of the grant process itself, including staff votes of support must be followed. When the SCDM bylaws are not specific regarding participation in the decision-making process, at least those employees specifically impacted by the grant under consideration must be included in the decision. Records of this process should be kept.
 2. Each SCDM should develop a clear process of communication about grant issues that solicits views from staff and channels information back to staff while the grant is under consideration. This process should account for, as completely as is possible, short time frames for grant applications and application opportunities that arise when staff is not generally available. See communication recommendation below.
 3. A written proposed budget should be developed and shared with staff through building communication processes prior to the application being submitted. The budget should address issues like compensation for coordination activities, training participation requirements, and mileage. It should also address how materials and other supplies will be acquired.

- C. Building Administration/Building Oversight
 - 1. It is the legitimate role of the building administrator to monitor and initiate (consistent with SCDM processes at the school site) the entire grant process. If the initiation occurs while the building staff is unavailable for the summer break, the initiation must be done in collaboration with the TEA President or UniServ Director.
 - 2. When a building has more than one grant or when a grant provides facilitators or others from outside the District, the various committees and leadership roles already present in the building and those related to the grant(s) should be clearly delineated.
- D. Communication – All involved in this process, building administrators, and SCDM members, must make communication a key component in each and every step of this process. The communication must have as its goal the complete sharing of information in a timely manner with all involved in the process and anyone who will be impacted by the decisions. This must include those inside the building and those outside the building who also will be impacted by the decision.
 - 1. Notification process – Buildings should be sure that the Superintendent’s Office and TEA have advance notice of the intent to apply for a grant.
 - 2. If a building plans to expand the application of a grant behind its specific focus, to teachers outside the focused grade band for instance, the impact of the grant on those additional staff should be included in the information provided to staff.
 - 3. Training – The potential training impact of the grant should be described for staff to the extent it is known in advance, including the number of trainings, anticipated dates (at least general timeframes), the length of trainings, pay rates for trainings, and whether or not the training is optional or required beyond the contract. Required training beyond the contract shall be compensated at the extra-pay-for-extra-work rate.
 - 4. Duration – The staff must be informed of the duration of the grant and a description of the renewal process, if any. Additionally, staff should be aware of the consequences for the school if not meeting the terms of the grant.
 - 5. Impacts – Finally, the staff and administration at the building site should discuss and consider the anticipated impacts of adhering to the grant requirements. For example, staff should discuss the following questions:
 - a. How do we anticipate acceptance of this grant will change the workload in our building?
 - b. Will the grant necessitate any realignment of existing leadership roles and responsibilities?
 - c. Will acceptance of the grant require applying for waivers from the existing contractual language in the Agreement?
- E. Employee Rights
 - 1. Site members not wishing to participate in a grant may voluntarily displace after the decision to accept the grant is made and prior to the grant implementation.

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

ARTICLE III – SALARIES AND BENEFITS

Section 21 – Salary Guides

- A. Base Salary – The base salary of the salary schedule, while maintaining the current index, shall be **\$62,046 for the 2022-2023** school year, provided, however, any employee on a salary schedule cell is who paid less than the state law requires, now or hereafter amended, will be paid the salary required by state law as per Appendix IV, Salary Schedule.
 1. 2025-2026 School Year – Each cell on the salary schedule shall be increased by the implicit price deflator (2.5%)
 2. 2026-2027 School Year – Each cell on the salary schedule shall be increased by the implicit price deflator (IPD).
 3. 2027-2028 School Year – Each cell on the salary schedule shall be increased by the implicit price deflator (IPD).
- B. Professional Responsibility Stipend – As an incentive to provide the additional services required outside the base contract and supplemental workdays, the District will provide a Professional Responsibility Stipend (PRS) to all certificated staff members in the District. The PRS will be equal to four and one-half percent (4.5%) of the employee’s placement on the base salary schedule. A part-time employee will receive a pro-rata share of this stipend based on the employee’s full-time equivalency (FTE).
- C. The PRS recognizes that employees provide a professionally responsible level of services in, but not limited to, the following areas which are beyond the base contract:
 1. Attendance at the day before the first (1st) day of the year and at the conference/semester day. PRS days are self-directed. Leave provisions do not apply to PRS days.
 2. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction.
 3. Conferencing with parents and/or students.
 4. Preparation for and attendance at reasonable building activities such as open houses, curriculum nights, parent education nights, school and community functions, student orientation, and concerts.
 5. Participation in self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars, or research projects.
 6. Participation in a reasonable and equitable number of grade level, department, building, job-alike, and/or District committees, task forces, processes, and activities.
 7. Planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, participation in a

reasonable and equitable number of IEP and Section 504 meetings and communicating with parents and students.

8. Employees shall document the completion of these activities in the District-designated system.
- D. Junior Reserve Officer Training Corp (JROTC) Instructor Compensation – The base salary will be based on the instructor’s current Minimum Instructor Pay (MIP). JROTC Instructors shall also be paid a PRS which shall be the annual MIP multiplied by four and one-half percent (4.5%) base rate as negotiated by the Association and will be paid out via stipend, with equal pay date for the school year.
- E. Incentive Supplemental Contract – the following incentive supplemental contracts are provided outside the base contract and in compliance with applicable state laws:
 - a. Hard-to-fill position signing bonus – The District may designate certificated positions as “hard-to-fill” on the position postings. As part of its review of postings, the Association may request more information or object to the designation of the position as hard-to-fill. If the position is accepted by the Association, the position can then be advertised as having a signing bonus of \$1,000 for each of the first (1st) two (2) years employed by the District. The hard-to-fill bonus will be paid on the second (2nd) pay day in January.
 - b. ESA Hard-to-fill position signing bonus – The District and the Association will jointly agree to designate for each school year those ESA categories that are hard to fill. These positions will be advertised as having a signing bonus of \$1,000, which will be paid on the second (2nd) pay day in January.
 - c. ESA National Certification and National Board for Professional Teaching Standards Stipend – When an ESA has achieved national certification in the profession, the ESA will receive a stipend equal to the state stipend for National Board for Professional Teaching Standards certification. The National Certification for ESA stipend will continue as long as the state continues to fund the National Board Certification Teacher stipend.
 - i. Those who have achieved national certification as an ESA or NBPTS certification shall ensure that Human Resources has on file current documentation of valid certification. Lapsed certificates will not be considered documentation to support the yearly bonus.
 - ii. ESA employees with national certification meeting the requirements of this section shall present such documentation no later than December 31 of the school year in which the national certification bonus is being sought.
 - iii. Employees with NBPTS certification meeting the requirements of this section shall present such documentation to Human Resources no later than December 31 of the school year in which the national certification is being sought.
- F. Prorating of per diem pay for salary computation shall be based on a workday assumed to be seven and one-half (7.5) hours. The appropriate basis for calculating per diem pay is provided for in the provisions of the Agreement specifically authorizing per diem pay, as is described in Section 24.C of the Agreement.
- G. Employees who are authorized and agree to teach beyond their contractual workday shall be paid at their individual hourly per diem rate based on the employee’s placement on

the combined salary schedule (base + PRS). Such extra work shall be limited to one (1) hour per day and shall not be authorized for more than the contract year in three (3) years for an individual employee. Exceptions may be granted only in the event that no other qualified employee is available. Qualified employees with less than full-time contracts shall be offered such extra work prior to full-time contracted employees.

- H. When employees are required to work beyond their contract year performing substantially the same duties as in the regular school year, they will be compensated at their per diem rate based on their placement on the combined salary schedule (base + PRS).
- I. Once per semester, staff participating in evening conferences will be granted flex time on the Friday of conference week.
- J. All clock hours and in-service or professional credits that are accepted by the Office of Superintendent of Public Instruction (OSPI) (Form S275) as per WAC 181-85-030 will be accepted by the District for the purpose of salary schedule advancement. District employees under contract on or before August 31, 1990, shall be grandfathered. All credits earned prior to September 1, 1989, and currently applied to the salary schedule shall be maintained.
- K. An employee with an Extra Pay for Extra Work assignment shall be paid in accordance with Section 24, Extra Pay for Extra Work.
- L. Certificated part-time staff assigned to provide Title I services in eligible private schools shall be paid at the authorized hourly pay rate for employees working more than seventy-five (75) days in a school year.
- M. Contingent Reopener – In the event the Legislature authorizes and funds additional State monies to the District or reduces State monies to the District for salary increases or decreases (as the case may be) for certificated, non-supervisory employees, the District and Association will reopen this section for negotiations for the purpose of distributing such additional monies or allocating such reductions.
- N. One (1) additional year of seniority shall be granted for each year of service thereafter that meets the criteria for advancement on the salary schedule.

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

Placement on the salary schedule shall be dependent upon verification of credits and experience supplied by the employee. Clock hours, degrees and credits earned on or before October 1st each year and reported to Human Resources no later than December 31 will be counted toward that year's salary placement. Any clock hours, degrees, and credits earned after October 1st will be applied to the following school year.

- A. The recognition of years of service and applicable degrees and credits earned shall be consistent with state-established guidelines.
- B. Employees shall be placed on the District salary schedule as provided in this Subsection.
 - 1. The term “certificated years of experience” for salary placement only means the number of years of accumulated full-time and part-time professional education employment prior to the current

reporting year in the state of Washington, out-of-state, and a foreign country.

2. Employees who have been teaching in a Washington public school will be given one (1) increment for each year contracted full-time teaching experience.
3. For salary schedule placement purposes, teaching experience outside of the state of Washington will be granted at the rate of one (1) increment for each year of experience at an accredited/approved school (preschool, elementary, and secondary).
4. Staff previously limited to 4 years of out of state teaching experience, will receive credit for all out of state teaching experience and will be reevaluated for placement and adjusted of steps on the salary schedule effective September 1, 2025. No prior year wages will be adjusted.
5. Teaching experience at non-public schools which have been recognized by OSPI at a rate of one (1) increment for each year of experience will be granted if the service was in a position requiring education certification and the non-public school was accredited by the state in which the service was rendered (preschool, elementary, and secondary).
6. For certificated years of experience credit and increment purposes, the equivalent of ninety (90) student days as per the approved calendar on temporary contract or on regular contract shall constitute one (1) year of service and entitles the certificated employees to normal increments.
7. All clock hours and in-service or professional credits that are accepted by OSPI (form S275) will be accepted by the District for employees under contract on or before August 31, 1990 and shall be grandfathered. All credits earned prior to September 1, 1989, and currently applied to the salary schedule shall be maintained.
8. Additional specific provisions are as follows:
 - a. All Educational Staff Associates (ESAs) shall be placed on the salary schedule based upon total years of verified professional experience in their area of hire. Years of verified experience that required professional certification, whether in the public sector or in private practice, shall be honored on a one-for-one basis.
 - b. One (1) year of experience will be granted for every two (2) years of military service, to a maximum of two (2) years.
 - c. Effective September 1, 1998 for new hires, military experience, up to a total of four (4) years, for a maximum on two (2) years of credit) will be given on the salary guide on the basis of one-half (0.5) year for each year of military service. Credit for military service will be granted only if an

employee's actual teaching service was interrupted by military service.

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

1. Degreed employees – Each certificated instructional employee, including vocational educators, with a related degree shall be placed on the salary schedule based on the employee's years of educational experience, highest degree level, and total eligible credits. (The Office of the Superintendent of Public Instruction recognizes some community and technical college experience.) The Director of CTE will determine whether the vocational/CTE certificate was acquired as the result of the college degree rather than business and/or industry experience or whether the degree is "incidental to or not related to" the vocational/CTE certificate (WAC 392-121-250).
2. Non-degreed employees – Each employee holding a valid vocational/CTE certificate obtained as a result of occupational experience shall be placed on the salary schedule as follows:
 - a. Initial placement shall be on the BA column.
 - b. Additional credits shall be calculated thus:
 - i. Only credits earned after all of the minimum requirements for initial vocational/CTE certification will be applicable. These credits must be approved as vocational/CTE educator training by OSPI Career and Technical Education Department. (These requirements are generally more restrictive than those for regular certificated employees.)
 - 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 per 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 experience.
 - c) One (1) year equals two thousand (2,000) hours of occupational experience in the specific vocational/CTE field to be taught.
 - d) The years of experience resulting from the process are not credited to seniority. Only educational experience is credited to seniority.

Section 23 – Insurance Benefits

- A. **School Employees Benefits Board (SEBB) Program** – Employees will be provided benefits through SEBB:
 - Basic Life and Accidental Death and Dismemberment Insurance
 - Basic Long-Term Disability
 - Vision and Dental (including orthodontia if offered)
 - Medical Plan
- B. **District Provided Benefits** – if the District offers any additional benefits, the District will offer said plans to bargaining unit members.

- C. **Eligibility** – All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship. Any employee who has worked 630 hours in the previous two (2) years and is returning to a similar position(s) will be deemed eligible for benefits. Employees are responsible for their share of the monthly premium and must keep payments current to maintain benefits, regardless of whether they are working or not.
- D. **Substitutes** – The District will not sever the employee/employer relationship with substitute employees solely to avoid initial or ongoing benefit eligibility.
- E. **Legislative Changes and Reopeners** – If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contribution towards elective benefits, or substantially changes the medical coverage provisions, either party may reopen this agreement for negotiations over the changes.

Section 24 – Extra Pay for Extra Work

- A. Extra Pay for Extra Work assignments shall be posted with consideration given to members of the bargaining unit prior to hiring from outside candidates. The principal in collaboration with the SCDM team shall recommend specific additional stipends for their building. Given the parameters of each building’s Extra Work allocation, the SCDM team shall also determine the pay for each additional Extra Work assignment. Upon recommendations by the SCDM team, the signature of the TEA building representative, and approval of the building administrator, discretionary building funds will be disbursed for eligible activities.
 - 1. Curricular stipends are allowed for student learning-based activities at the elementary and secondary levels.
 - 2. At the secondary level, non-curricular clubs are allowed with the following guidelines:
 - a. A club supervisor may be paid a stipend provided that they are not participating in the club activities and their role is only for the supervision and safety of students.
 - b. Teachers may supervise a club on a volunteer basis at their discretion and if they wish to participate in non-curricular activities.
 - 3. Stipends are not allowed for staff social activities.

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

- B. The following Extra Pay for Extra Work stipends are compensation for work assignments outside the professional workday. The appropriate Extra Work rate will be determined by the principal in collaboration with members of the SCDM. The rates will be used for all additional work assignments outside the professional workday, except those specifically

designated in this Agreement as compensated at the per diem rate of pay, which is the daily or hourly rate of pay of specific employees based on their placement on the salary schedule.

Funds available for distribution by the SCDM and principal will be clearly articulated in September using the Extra Work Extra Pay Form and will be defined as Tranche A. Positions included in the chart below will be allocated to the school and identified as Tranche B on the Extra Work Extra Pay form to cover the minimum amounts listed below. The listed minimums will be what is funded by the district. Additional amounts beyond the minimum set forth below, as determined by the SCDM, will be covered using the SCDM allocation, Tranche A.

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

Minimum Stipend to Offer	
HS Band Director	\$5,000.00
MS Band Director (<u>including K-8 and 4-8 schools</u>)	\$2,500.00
HS Choral Director	\$3,000.00
MS Choral Director (<u>including K-8 and 4-8 schools</u>)	\$1,500.00
HS Orchestra	\$3,000.00
MS Orchestra (<u>including K-8 and 4-8 schools</u>)	\$1,500.00
ES Music Evening Performances	\$75.00 per performance <u>up to \$300</u>
ES Field Day Coordinator	\$75.00 per performance per year
Overnight Camp (<u>up to 3 nights</u>)	\$500.00/per staff <u>up to \$1500 per school</u>
Chemical Hygiene Officer	<u>1-3 Science Labs: \$500</u> <u>4-6 Science Labs: \$1000</u> <u>7+ Science Labs: \$1500</u>

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

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

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

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

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

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

- C. Generally, if the extra work assignment is a continuation of the employee's full, regular work beyond the school day or year, the appropriate rate of per diem pay is based on the employee's placement on the combined salary schedule (base + PRS). Employees whose position requires working on an extended day will receive the rate of per diem pay based on the employee's placement on the combined salary schedule (base + PRS).
- D. There shall be three (3) hourly rates of pay calculated from the beginning combined salary (base + PRS at BA +0, year 0).
 - 1. When employees are authorized pay as in-service presenters or trainers on instructional topics, the rate of pay shall be 0.11% of the beginning combined salary.
 - 2. Summer school, extended learning activities, and other assignments authorized for pay at an hourly rate shall be paid 0.09% of the beginning combined salary. Employees will be selected for summer school based upon Section 31, Summer School. Employees for building extended learning activities will be selected by their school protocol.
 - 3. When employees are authorized hourly pay as a workshop participant, the rate of pay shall be 0.07% of the beginning combined salary.

Section 25 – Travel Allowance

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

Section 26 – Compensation for Required Hearing

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

Section 27 - Payments and Deductions of Salaries

A. Method of Payment of Salaries

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

schedules to be distributed on the fifth (5th) and twentieth (20th) day each month.

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

B. Deduction of Salary for Absences

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

Section 28 – Payroll Deductions

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

Section 29 – Tax Sheltered Annuities

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

Section 30 – Summer School

- A. Summer school positions may be authorized by one (1) of the following:
 - 1. District supported summer school, including the high school program, Title I/LAP Programs, ELL, and Special Education Programs (extended school year [ESY]),
 - 2. Building-designed summer school, and
 - 3. Jump Start/Transition
- B. Application Process
 - 1. Employees interested in applying for Summer School openings become candidates by applying through the District online system by the published deadline. To fill openings under Section 31.A.1 above, qualified candidates will be considered by program administrators.
 - 2. Order of precedence for Building-designed summer school and Jump Start/Transition shall be as follows:
 - a. Open positions shall be offered to appropriate building grade level certificated staff first (1st),
 - b. Followed by all building staff, and then
 - c. Posted District-wide on the District online system.
 - 3. Summer School program “qualified candidates” will be defined by the following:
 - a. Having a valid endorsement for the curricular area and level being offered
 - b. Having instructional experience in the curricular area
 - 4. To fill the position, the three (3) most senior qualified candidates and a qualified candidate of the District’s choice will be considered.
 - a. Should no candidate meet the qualification criteria, the District may look at qualified (as defined in Section 31.3.a and 31.3.b) external candidates or internal candidates who are endorsed in the subject area and have related experience. If the most senior candidates are not hired for the position, they will be notified of the specific reason in writing.
 - b. Qualifications being equal, seniority will be the deciding factor.
 - 5. An individual accepting a Summer School assignment is committing to the full assignment. No planned absences will be approved during the Summer School assignment. The only exception is if the program supervisor has approved an employee’s absence for the specific days of the NEA convention, plus reasonable travel days, and the employee has identified a substitute who can be available for the entire absence. When considering candidates in subsequent years, attendance may be a consideration in the hiring decision.

ARTICLE IV – LEAVES

Section 31 – 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.

When student coverage is required for a classroom teacher and when the leave is less than half a day, then the leave coverage can be arranged within the building and paid at the class coverage rate.

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 reasons(s) for absence, as certified on this form, are found to be inaccurate the employee will be subject 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 32 – Leaves with Pay

A. Definitions

1. Sick leave is intended to be utilized for personal and family illness, medical and legal appointments, emergencies, and mental/physical health needs.
2. Voluntary Employee Beneficiary Association (VEBA) – VEBA Trust is a non-profit, multiple employer voluntary employees' beneficiary association (VEBA) authorized under Internal Revenue Code 501I(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.

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

minimum of sixty (60) days of accumulated sick leave, at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accumulated sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

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

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

C. Parental/Adoption Leave

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

D. Bereavement Leave

1. Employees shall be granted up to five (5) days paid bereavement leave as the result of the death of any family member (defined below). Family member means an individual with any of the following relationships to the employee:
 - a. Spouse and parents thereof;
 - b. Children and spouses thereof;
 - c. Parents and spouses thereof;
 - d. Siblings and spouses and children thereof;
 - e. Grandparents and grandchildren and spouse thereof;
 - f. Domestic partner and parents thereof, including domestic partners of any individual in (b) through I of this definition as defined by the School Employees Benefits Board (SEBB), or other governmental agency; and

- g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or pregnancy loss; as approved by the Assistant Superintendent of Human Resources.
 - 2. Bereavement leave is non-accumulative. In situations involving the loss of a student or staff, the District and Association will work together regarding coverage for the attendance of the memorial services or funerals.
 - 3. Request for exception to bereavement leave provisions may be granted in extraordinary circumstances, including travel considerations, by the Assistant Superintendent of Human Resources/designee.
- E. Family Leave – Employees shall be granted a leave of absence with pay of not more than four (4) days during a contract year to support members of their families. Family member means and individual with any of the following relationships to the employee:
- 1. Spouse and parents thereof;
 - 2. Children and spouses thereof;
 - 3. Parents and spouse thereof;
 - 4. Siblings and spouses and children thereof;
 - 5. Grandparents and grandchildren and spouse thereof;
 - 6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
 - 7. Any individual related by blood or residing within the employee’s household. If the need is such that additional family leave is required, the employee may use their personal leave to address their family needs as described above. Additionally, benefits of federal and state Family Medical Leave laws may apply.
- F. Personal Leave – Personal leave will be granted for up to two (2) days per year and is accumulative to a total of six (6) days. The following conditions apply to personal leave:
- 1. The employee must report the absence in the District leave system.
 - 2. Ten percent (10%) of staff may use leave to extend a holiday, vacation, or break period, or during the first (1st) or last five (5) days of the student school year with thirty (30) days’ notice prior to the date requested. This will be approved by Human Resources on a first come first served basis and upon confirmation of substitute coverage.
 - 3. Leave may not be used for a job action (i.e., strike, protest, board meeting attendance).
 - 4. When the absence is reported after 6:00 AM on the same day the leave is to be used, the employee will make a good faith effort to contact the building directly.
- G. Military/Reserve Duty and Annual Training Leave
- 1. Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence in accordance with RCW 38.40.060 upon validation of valid orders.
 - 2. Military leave is granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-contract days.
 - 3. When military leave is granted, employees shall receive their regular pay from the District.
- H. Jury Duty, Subpoena Leave

1. Leaves of absence with pay are allowed for jury duty. Any compensation received for the jury duty performed on contract days will be deducted from the employee's net salary. Employees dismissed from jury duty must report to their assignment if such release occurs at such time the employee could complete one-half (0.5) workday.
 2. Leaves of absence with pay shall be granted for an employee who is subpoenaed to testify in an official proceeding except as provided below:
 - a. If the proceeding involves the District and the employee has direct or indirect interest in the outcome, leave with pay shall be restricted to the first (1st) eight (8) employees subpoenaed to testify per specific proceeding. If more than eight (8) employees are subpoenaed, such leave for each additional employee over eight (8) shall be without pay. One (1) designated Association representative shall be granted leave with pay to attend such proceeding upon being subpoenaed and shall not be included within the count of the first (1st) eight (8) employees if the proceeding involves the Association.
 - b. If the proceeding involves self-employment or other employment, leave shall be without pay.
 - c. Any compensation received while an employee is honoring a subpoena will be deducted from the employees' net salary, if it is determined that the employee is entitled to a leave of absence.
 - d. Leaves under this section are only for the portion of the day when attendance is required.
- I. Professional Leave – Leaves of absence with pay and with or without reimbursement of certain expenses may be granted to employees for the purpose of attending professional meetings. Request for such leave shall be on the appropriate form required by the District. Additional forms are required to be completed if travel is involved consistent with Board Policy and Regulation 613R. Final approval for professional leave is delegated to the Superintendent or designee, except in the case of leave involving travel outside the State of Washington. Leave involving professional meetings outside the state must be approved by the Superintendent and Board.

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

1. Substitute and necessary expenses paid by the District. This category applies to employees authorized by the Board to attend educational conferences.
 2. Substitute paid by the District; necessary expenses paid by the educator or outside agency. This category applies to employees authorized by the Board to attend educational conferences in cooperation with outside agencies.
 3. Substitute paid by the educator or educator's sponsor; no expenses paid by the District. This category applies to employees authorized by the Board to participate in important conferences or meetings to represent their local organization. Reimbursement to the District for the cost of a substitute is required.
- J. State Paid Family and Medical Leave – Employees shall be eligible to receive Paid Family and Medical Leave (PFMLA) under the Washington State Family and Medical Leave and Insurance

Act. To be eligible for this leave, employees must have worked a minimum of eight hundred and twenty (820) hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. The district shall pay thirty-seven percent (37%) of the payroll premium, and the employee will pay sixty-three percent (63%) of the premium as stipulated by the state. When such leave is used for pregnancy/maternity, disability, the District shall maintain health insurance benefits during periods of approved PFMLA leave. Employees will be allowed to supplement PFMLA benefits with accumulated sick leave in order to maintain compensation, at the employee's election, in accordance with all state and federal laws.

- K. The District will comply with all provisions of any state leave requirements imposed upon it (e.g., Washington State Paid Sick Leave, Washington State Paid Family and Medical Act, etc.)
- L. An employee is eligible to receive shared leave if they are on an approved leave of absence (Policy 5400) in accordance with District Policy 5400.1.R Leave Sharing. Leave can be donated by an employee, including family members.

Section 33 – Leaves without Pay

A. General Provisions

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

B. Parental and Adoption Leave

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

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

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

D. Military Service (Active Duty)

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

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

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

ARTICLE V – RIGHTS OF CERTIFICATED SUBSTITUTE EMPLOYEES

Section 34 – Salary and Contract Provisions of Substitute Employees

- A. For the 2025-28 school year, the District agrees to maintain the substitute pay rates offered for the 2025-2026 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, 2025	Retired Tacoma Teacher Rate per day effective September 1, 2025
Regular Substitute Assignment		
Substitute daily rate	<u>\$204</u>	<u>\$215</u>
Substitute daily rate Working less than 4 hours paid at 60% of daily sub rate	<u>\$123</u>	<u>\$129</u>
Hard-to-Fill Assignment		
Hard-to-Fill daily rate	<u>\$220</u>	<u>\$231</u>
Hard-to-Fill daily rate Working less than 4 hours paid at 60% of daily sub rate	<u>\$132</u>	<u>\$139</u>

1. Substitutes who are called to work for a full day assignment shall be paid at the full daily rate. Substitutes scheduled to work and report for a full day who are not needed may:
 - a. Choose to go home and receive no pay for the day;
 - b. Call the sub office to be assigned to another job for the day; or
 - c. Remain at the building for 2 hours with approval from the building and be paid for 2 hours
 - d. If the District (CAB or the building) can demonstrate it attempted to contact the substitute at least 2 hours prior to the substitute's scheduled start time but was unsuccessful in reaching the substitute, this provision does not apply and the substitute is not eligible for pay unless they are assigned to and work another available job.
2. Substitutes in long term substitute assignments in excess of 45 days who are fully certificated with the appropriate teaching certificate will receive a replacement contract effective on the 46th day through the duration of the assignment in the current school year or until the last student day.
3. 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.
4. 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.

- A. The substitute rate in each column will reflect the yearly increase of IPD (Section 21) for the duration of this CBA.
- B. Substitute teachers earn one hour of paid sick leave for each 40 hours worked according to the law (RCW49.46.210). Accumulated sick leave may be claimed in accordance with the provisions outlined in RCW 49.46.210 1(b) and (c) and 2 and in accordance with district practices around non-regular employee leave cash out. Up to 40 hours of accrued sick leave will be carried over each August 31st. The leave bank balances for non-regular employees who separate or terminate their employment with the District will remain in the leave bank for a period of 12 months from the date of separation. They may be transferred to another school district or eligible agency in accordance with RCW 28A.400.300 or they will be returned to the employee if the employee is re-hired in the District within 12 months from the separation date. Following the employee's twelfth month of separation, the leave balances will be eliminated from the leave bank.
- C. Assignment – Principals can reassign a substitute, once they have arrived at a building, based on the needs of the building.
- D. Substitute Training Opportunities – If any substitute is required to attend training, the employer will pay for the cost of the training. Substitutes who are members of the TEA bargaining unit may attend curriculum and other training offered by the District. Substitutes shall be paid their daily rate or proration thereof for time in attendance at District or required trainings. Professional Development opportunities to support the work of a substitute teacher will be available every semester.
- E. Feedback Forms – The nature of substitute assignments dictates that formal observation/evaluation cycles will not typically be possible for substitute. Nevertheless, because of the importance of providing substitutes with feedback on their performance, a form will be provided to administrative/supervisory evaluators for their use in providing feedback in the standardized format. All feedback forms will be sent to the Human Resources department, which will file the original form in the substitute's personnel file, and return a copy to the originator, and promptly provide a copy to the substitute. A substitute may request an appointment to review any feedback received in the Human Resources department and may attach addenda to their feedback forms following such review.
- F. Contract Rights – A regular substitute, as determined by the PERC decision, shall have the rights of the following sections of this Agreement:

Preamble

1. Definitions
2. Anti-Bias and Non-Discrimination
3. Recognition
4. Agreement Duration and Reopeners
5. Status of the Contract
6. Conformity to Law
7. Rights of the Board
8. Distribution of the Contract
9. Bargaining a New Contract
10. Association Leaves
11. Dues Deductions

- 12. Building use
 - 13. Communications
 - 14. Delivery of Service
 - 23. Insurance Benefits
 - 25. Travel Allowance
 - 26. Compensation for Required Hearings
 - 28. Payroll Deductions
 - 20. Compliance Provision
 - 35. Salary and Contract Provisions of Substitute Employees
 - 40. Instructional Materials/Parental Review
 - 41. Grading Practices
 - 42. Ownership of Materials
 - 45. Calendar – Term of Employment
 - 47. Professional Workday Provisions
 - 48. Planning Periods
 - 49. Staff Protection
 - 50. Covering Classes
 - 56. Student Discipline/Administrative Responsibility
 - 57. Documentation of Incidents
 - 58. Employee Duties and Responsibilities
 - 59. Physical Facilities
 - 63. Job Description
 - 65. Elementary Schools (Grades K-5)
 - 66. Middle Schools (Grades 6-8)
 - 67. High Schools (Grades 9-12)
 - 70. Special Education, ESAs, and Multi-lingual Instruction
 - 73. Supplemental Contract
 - 75. Personnel Files
 - 76. Cause
 - 77. Equitable Treatment
 - 78. Harassment and Discrimination
 - 79. Staff Diversity Plan
- Article XIV – Grievance Procedure – This article is the only article of this Agreement applicable to regular substitute employees except as provided herein.

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

ARTICLE VI – INSTRUCTION

Section 35 – Academic Freedom

- A. Academic freedom is defined as:
 - 1. The right/responsibility to teach and learn about controversial issues which have economic, political, scientific, or social significance.
 - 2. The right/responsibility to present instructional materials which are pertinent to the subject and levels taught, within the outlines of appropriate course content and within the instructional program.

3. The right/responsibility to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance.
 4. The right of teachers to participate fully in the public affairs of the community.
- B. Employees shall be free to express their personal opinions on all matters relevant to the course content and appropriate to the subject and levels taught, provided that when this personal opinion is stated, the class is so informed. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety in a manner consistent with Policy 2331. Employees should notify the administration when intending to cover a controversial topic.

Section 36 – Classroom Visitors

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

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

Section 37 – Administrative Observation

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

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

Section 38 – Materials Selection

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

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

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

Section 39 – Instructional Materials/Parental Review

- A. Any parent, guardian, or person having control or custody of any student enrolled in a school may arrange, with the building administrator of that school, a specific time to review and examine all instructional materials of whatever nature, whether audible or visual, used or to be used in any course of instruction in which the student is enrolled except examination materials in advance of the date of examination.
- B. All complaints to the use of any materials must be presented utilizing the Request for Reconsideration of Instructional Materials Form (as per Regulation 2020) and will include the name of the author, title, the publisher, and the objections by pages and items; or in the case of materials other than printed materials, written information specifying the precise nature of the objection. The statement must be signed and identified in such a way that a proper reply will be possible.
- C. When a complaint is received, all appropriate persons will be notified, and the time and content of the review process will be established in consultation with such appropriate persons.
- D. An individual student may be excused from using challenged materials after the parent or guardian has completed the Request for Reconsideration of Instructional Materials Form. The teacher will then assign the student alternate materials of equal merit.
- E. The use of challenged materials by class, school, or District, shall not be restricted until final disposition has been made by the appropriate review committee. Individuals may be excused from using challenged materials according to the Procedure for Individual Response.
- F. In deliberations of challenged materials, a District's Review Committee shall consider the educational philosophy of the District, the professional opinions of other teachers of the same subject, and other competent authorities, reviews of the material by reputable bodies, the teacher's own state objectives in using the materials, and the objections of the complainant.
- G. The findings of the Building Review Committee and/or District Review Committee shall be a matter of written record and transmitted to the Superintendent and the appropriate level Assistant Superintendent who will notify the interested parties of the findings.

Section 40 – Grading Practices

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

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

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

Section 41 – Ownership of Materials

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

ARTICLE VII – STAFF DEVELOPMENT

Section 42 – 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 a survey every two years of certificated staff, to critique and appraise the professional development system and to address professional learning needs. The District will provide professional development offerings that are required for renewing professional licenses. Examples including, but not limited to; suicide prevention training, Basic Life Support and First Aid, Social Emotional Learning/Character (SEL), Cultural Competency Diversity Equity and Inclusion (CCDEI), and STEM hours.

- B. 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). Hours not worked will not be compensated. This applies to all self-selected PD hours.

1. Fourteen (14) Self-Selected Professional Development hours. Self-Selected Professional Development hours may be used for the following:
 - a. District offered professional development,
 - b. SCDM building approved professional development,
 - c. OPSI approved clock hour classes,
 - d. Education Service District (ESD) offered course work aligned to District initiatives, and
 - e. Licensure classes applying toward national or state licensure requirements.
 - f. Employees may apply their equivalent dollar value of their self-selected hours towards reimbursement for required job related professional development activities in Washington state and the Portland, OR area. Eligible Reimbursement may not exceed beyond the equivalent of available hours and may include the following PD only related expenses:
 1. Payment for registration
 2. Workshop Fees
 3. Membership in professional organizations that are limited to \$250 in total and do not cover union membership fees.

Exclusive of the list above, for employees wishing to attend courses offered by organizations or institutions outside of the District, the employee may submit a request to the Professional Development office. Employees will be notified of approval or denial within five (5) workdays of the date the request was received.

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

2. Seven (7) Technology Professional Development hours. Technology Hours will be available for the implementation of technology to enhance instruction and overall effectiveness. The District and building will offer designated technology professional growth development opportunities specifically for the use of these optional technology hours. This professional development will meet the needs of the membership as indicated on the every two year professional development survey; including STEM qualified clock hours for certification. The technology hours are contingent upon the approval of the Technology Levy.

C. District Guided Professional Development Hours

1. Two (2) days (fourteen (14) hours of required District Guided Professional Development will be provided to all certificated staff whether full-time or part-time. Days will be included as part of the base salary. Part-time staff will either attend the portion of the day(s) that align with their FTE, or submit the hours above their FTE time using their district/building or self-selected professional development hours.

- a. The (14) hours of required District Guided Professional Development will be included in September or August and published on the calendar with days to be determined annually by the District and the Association. If an employee is unable to attend, the employee is responsible for the learning and implementation of the content. If an employee is unable to attend, they must take appropriate leave.

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

- i. Standards and curriculum implementation,
- ii. Instructional approaches as identified by the District instructional framework (CEL 5D+), District content Frameworks, and Washington State Learning Standards,
- iii. Implementation of technology to enhance instruction,
- iv. Building and District improvement plans, and
- v. District or Washington State initiatives aligned to strategic goals.
- vi. vi. Activities aligned with building readiness for the start of school.

- c. The District will provide professional development for all early childhood educators at planned intervals throughout the school year. The dates of such professional development will be provided

to Early Childhood Learning staff by September 15th of each school year with the option of additional courses being offered as needed throughout the year. If additional courses are offered, five (5) workdays prior notice will be given.

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

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

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

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

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

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

Section 43 – K-12 Professional Learning Communities and Late Start

A. Definitions

1. Professional Learning Community (PLC) – A PLC is a team of educators who meets regularly, shares experiences, analyzes data, and works collaboratively to improve teaching skills and the academic performance of students.
2. When applicable, a PLC focuses on collaboration around:
 - a. What students are expected to learn,
 - b. How educators know if the students have learned,
 - c. How we support students when students have not learned, and
 - d. What do 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 months 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 the 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 needed as part of the evaluation process. Paperwork should not unduly detract from the work of the PLCs, nor should it create significant extra work for PLCs.

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

ARTICLE VIII – CONDITIONS OF WORK

Section 44 – Calendar Term of Employment

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

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

1. When a change is required to the calendar outside of this guidance, the District will, as soon as possible but no later than five (5) business days prior to the first day of school, provide a rationale.
2. The first (1st) student contact day of the year will be the Wednesday after Labor Day.
3. The Wednesday prior to Thanksgiving will be a non-school, non-workday.
4. Winter Break will be ten (10) full weekdays and inclusive of three (3) weekends.
5. Spring Break will be five (5) full workdays and inclusive of two (3) weekends.

- B. When possible, if the objectives above are met, and if all other CBA and legal requirements are met, then if Veterans’ Day falls on a Tuesday, the preceding Monday will be a non-student non-work day and if Veterans’ Day falls on a Thursday, the following Friday will be a non-student non-work day.

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

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

- D. Make-up Days – Three (3) make-up days for District-wide school closures shall be designated in the adopted calendar. Two (2) make-up days will be embedded in the school year calendar prior to the last scheduled day of school, and two (2) days will be added after the last scheduled day of school. When make-up days are necessary to meet the required number of student days, school closure days shall be made up in the order they were missed, i.e., the first (1st) available make-up day will be used for the first (1st) day of closure, and the make-up time shall not increase the previously established time in the calendar. In the event the District is closed by the Superintendent in excess of the three (3) makeup days, negotiations shall begin within five (5) school days after schools are reopened to amend the school calendar to ensure the required number of student days. If within ten (10) school days mutually agreeable make-up days are not arrived at, they will be scheduled at the end of the school year. In the event a closure only affects part(s) of the District, the parties will meet as stated above to identify the make-up days.

- E. Non-School Assignments – Employees not assigned to a school/level will work the days on the school calendar which most closely correlates with the school/level at which they perform a preponderance of their duties.
- F. Early Dismissal Days – The last day of school will be an early dismissal day for students. Employees will be released thirty (30) minutes after students are released. Employees not assigned to a school building will work the same number of hours as high school personnel.
- G. Conference Days – Elementary, middle, and high school conference days may be flexible schedule with the approval of the Superintendent or designee to accommodate attendance by families.
- H. Student Year Waiver Days – The parties agree the District may make application for a state waiver of up to five (5) student instructional days in each year of this Agreement. These days will be regular workdays for employees as set forth in Section 47, Professional Workday Provisions. Placement of these days in the calendar is subject to the process outlined above in this section as part of establishing the school year calendar. Activities will be based on the goals and developed through the SCDM. The primary purpose of these days is for setting and working toward academic and instructional goals that include supporting the improvement of instruction, implementing the Continuous Achievement Plan (CAP), and developing leadership capacity. It is the intention of the parties that these waiver days will eliminate the need to schedule required time beyond the contract day or during planning time for these activities.

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

Section 45 – Non-Teaching Work Assignments

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

Section 46 – Professional Workday Provisions

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

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

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

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

- B. Alternate Schedule – Employees at school sites may voluntarily work an alternate schedule subject to review by the SCDM process and administrative approval when such a schedule is in response to program needs and services.
- C. The District will provide a secure and sanitary location, which could include their workspace for an employee who is lactating, to express their milk or breastfeed their child. Teachers may utilize any break time provided by the District and will not lose any pay as a result. In all cases the employee will work with the administrator to identify a convenient location and work schedule to accommodate their needs. If class coverage is required, provisions of Section 50 apply.
- D. Itinerant Teachers – In order for itinerant teachers to be most effective in their duties, it is agreed that their schedules shall include no less than thirty (30) minutes for lunch, uninterrupted contractual planning time, and sufficient time for traveling from one (1) assignment to another. Travel time includes the time it takes to exit one (1) place of duty and arrive at the second (2nd) place of duty.
- E. Staff Meetings – Staff meetings should be held for the purpose of discussing methods of teaching, discipline, and management, and for the consideration of methods for the improvement of the school.

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

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

- F. School-Wide Supervision – School-wide supervision, school activities, and control will be shared equally by all staff members. The SCDM process shall be submitted to the Association by October 15 annually, or more frequently in the event that any changes are made to the schedule.
- G. Delayed Start due to Hazardous Conditions – In the event of a delayed start of school, certificated staff or work sites impacted by such a change in schedule shall report to work within the time allotted for the delay announced for that day. If additional time is needed to safely arrive, they will contact their supervisor. In the event school(s) are dismissed early due to inclement weather, certificated staff shall be released one-half (0.5) hour after the student dismissal.
- H. Remote Learning – No employee shall be required to provide remote live/synchronous instruction if a closure is two (2) consecutive days or shorter.

Section 47 – Planning Periods

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

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

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

1. Secondary school certificated staff with full-time assignments shall have the equivalent of one (1) class period (not less than fifty (50) minutes) each school day to be used for educational planning. Schools seeking a waiver from this language shall use the waiver process found in Section 17, Site-Centered Decision-Making, of this Agreement. Waivers cannot reduce planning time below two hundred and fifty (250) minutes per week.
 2. All full-time certificated elementary employees shall have a minimum of two hundred and fifty (250) minutes per five (5) day work week for the purpose of educational planning. Each employee shall have at least one (1) continuous thirty (30) minute planning period on each full student day, amounting to a total of at least one hundred and fifty (150) minutes per five (5) day week. In addition, the remaining one hundred (100) minutes shall be provided in blocks of no less than twenty (20) consecutive minutes.
 3. Part-time employees shall have weekly minute educational planning time allotments pro-rated by the length of their assignment and the allotment of planning time at their grade level for full-time employees. Planning time shall be in blocks of time of no less than twenty (20) minutes.
 4. No meetings will be scheduled during planning time.
 5. Elementary planning periods shall be assigned during the student instructional day and shall be exclusive of elementary conference days, the thirty (30) minute duty free lunch, and travel time between assignments.
 6. One early release conference days, specialists will teach the planning periods assigned to them during the student instructional day up until the early release time.
 7. The planning time provision is not in effect on non-student days.
- B. ESA personnel assigned to more than one (1) location shall have planning time allocated proportionally to the time assigned to each school or program site, given that one (1) plan period per day is a full thirty (30) minutes. Planning time shall be in blocks of time no less than twenty (20) minutes. The planning time schedule shall be developed in consultation with appropriate principal(s) or supervisor(s).
- C. Planning periods shall not be assigned during the Board Policy designated thirty (30) minutes at the beginning and end of the professional day.

Section 48 – Staff Protection

- A. Safety Initiatives – In order to assure a safe learning environment for students and staff and to affirm a commitment to zero tolerance for weapons and violence in the schools, the District and the Association agree that the following initiatives will be implemented over the duration of the Agreement.
 - 1. A needs assessment of school safety involving students, staff, and parents will be undertaken as needed. The needs assessment shall include building security and operational procedures, staff access to phones for emergency communications, District-wide policies on school safety, and emergency procedures as needed.
 - 2. Best practices and promising approaches in violence prevention training shall be made available to staff.
- B. Preservation of Order in the Schools
 - 1. An employee may use such force as is necessary for self-protection from attack or to prevent injury to another person (adult or student).
 - 2. The District shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts, and other school functions to maintain discipline and order.
 - 3. Employees shall not, nor shall they be asked or required to, search students, lockers, or student possessions.
- C. Threats to Safety – Employees who are threatened with bodily harm by any individual or any group, while carrying out their occupational obligations shall immediately notify the building principal or supervisor. The principal or supervisor shall notify the designated Level Director of the threat and take immediate steps in cooperation with the employees to provide every reasonable precaution for their safety. Precautionary steps shall be reported to the designated Level Director at the earliest possible time.
- D. Labor and Industries Disability – Upon the determination by the Washington Department of Labor and Industries (L & I) that an employee has been physically disabled by a job related injury or illness because of an assault on the employee’s person arising out of and/or in the course of the employee’s employment, the District will grant the injured employee leave of absence with normal contract pay for the duration of the injury or illness, not to exceed twelve (12) months, with no reduction in accumulated sick leave.
 - 1. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington Department of L & I, except that placement in apposition shall be pursuant to the terms of the Agreement; provide, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.
 - 2. The employee shall, as a condition of receiving benefits under Section 49.D, Staff Protection, L & I Disability, execute an assignment of the proceeds of any judgement or settlement in any third (3rd) party action arising from such injury or illness in the amount of compensation received pursuant to Section 49.D, Staff Protection, L & I Disability, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney’s Office of Pierce County.

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

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

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

- F. Personal Public Liability Insurance – It is the personal responsibility of employees who used their personal automobile in the performance of duties to carry public liability insurance for bodily injury and property damage. The Board cannot be obligated to provide insurance for the employee’s vehicle on a first (1st) party basis.
- G. Medical Professional Liability Protection – The District shall provide District psychologists, nurses, occupational therapists, physical therapists, and all others who perform medical services as part of their duties with medical professional liability protection in the amount of \$250,000 per occurrence to a maximum of \$1,000,000 per policy year. In the event that the present coverage for psychologists is canceled by the insurance carrier, this item is subject to immediate renegotiations.
- H. Vehicle Damage/Loss Provisions – When an employee’s vehicle is damaged in a school setting or in the course of employment (i.e. typical work hours), the District will reimburse the employee, to a maximum of \$1,000 per incident, for damage caused to the personal vehicle. Damaged caused by the employee’s negligence will not be covered. Damage to an employee’s vehicle by the District, or as a result of District action, will be fully covered.
Procedures for submitting a claim:
 1. Notify your supervisor and site security immediately.
 2. Notify police, and get a report or incident/case number within forty-eight (48) hours of the event.
 3. Complete an Employee Personal Property Loss/Damage claim form (Appendix V).
 4. Attach the police report or provide the incident/case number, along with a description of the damage, and a repair cost estimate of the damage.
 5. Submit information to the District’s Risk Management Department within thirty (30) calendar days.

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

- I. Personal Property Damage/Loss Prevention – The District will reimburse an employee for damage or loss of personal property, vehicles excluded, or personal instructional/educational equipment used by the employee in the course of employment pursuant to the following conditions. When the loss occurs through no fault of the employee’s

own the District will reimburse the employee to a maximum of \$1,000 per incident. Reimbursement shall be based upon a reasonable estimate of current value. The District may, at the District's discretion, require an employee to show reasonable evidence of theft or damage. Employees must take reasonable care to protect their personal or instructional/educational equipment.

Procedures for submitting a claim:

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

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

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

- J. Medical Emergencies – In the event of a medical emergency, school staff shall contact the appropriate medical or emergency personnel and notify the appropriate administrator(s). In addition, the District shall make available to all staff written procedures for seeking such assistance when necessary. Staff acting in emergency situations will be afforded legal protection by the District except in cases of negligence or unlawful activity as determined by the Board.
- K. Cleansing Intermittent Catheterization – No employee(s) other than certificated school nurses and special education personnel currently assigned to serve medically impaired students shall be required to provide Cleansing Intermittent Catheterization (CIC). Any training required in CIC for such personnel shall be provided at no cost to the employee. For all open positions that require CIC, such requirement shall be specified in the job posting.
- L. Personal Information – the District shall not provide any personal information concerning employees, such as names, addresses, phone numbers, etc. to any person not required by law (including subpoenas and the Washington Public Records Act) or to any commercial or charitable organization without specific employee approval or Association agreement.
- M. Community Health and Environmental Events – in the event of transmission of a communicable illness that was acquired in the workplace and requires a period of quarantine per State and/or County Health Department Guidance, the parties shall meet to negotiate an MOU appropriate for the event.
- N. Employee Vaccination – The District and the Association recognize that specific vaccinations may be required by State and/or County Health Department Guidelines. 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 95 of the CBA.

- O. Damage to Personal Durable Medical Equipment – the District will reimburse an employee for damage or theft of Durable Medical Equipment including such things as hearing aids, glasses, and wheelchairs used by the employee in the course of their employment pursuant to the following conditions:
 1. The equipment is necessary for the employee to perform their job duties.
 2. A police report, if applicable, must be filed and a copy of said report must be provided to the District within 48 hours of the incident.
 3. Reimbursement will be based upon the replacement costs.
 4. The District may, at its discretion, require an employee to show reasonable evidence of theft or damage.
 5. If the Durable Medical Equipment is necessary for employees to perform their job duties, a reasonable leave request may be granted by the supervisor/District, with no leave being drawn from the employee’s accrued balances.
 6. An employee must submit their claim on a form provided by the district. The claim for reimbursement must be made to the District/principal within thirty (30) days of theft or damage or the claim is waived.

Section 49 – Covering Classes and Loss of Planning

A. Class coverage

1. The principal or designee may request secondary employees holding a valid teaching certificate to cover one period in cases of emergency or when arrangements for a regular substitute cannot be made either because of a time factor or the unavailability of a qualified substitute.
2. When an elementary homeroom teacher is absent without an available substitute, the students in the class may be split equitably into other classrooms. They can be placed in any grade level, with preference going to teachers who volunteer to take extra students.
3. At the beginning of the school year, the principal/supervisor shall seek names of volunteer staff members willing to provide such coverage. Staff members who do not wish to provide such coverage shall only be required to do so in the event of an emergency when no other certificated or classified staff members are available.

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

When an unfilled absence occurs:

- a. Level 1: Volunteers on the list will be asked first for coverage.
- b. Level 2: Should volunteers not be available, the coverage list will be used according to the established rotation.

- c. Level 3: when the coverage list limit is reached during a month, classes will be split into other classes. This level will also prompt the District to find solutions for subsequent absences.
- 4. An emergency is understood to mean a sudden condition or state of affairs calling for immediate action. If it is evident that the emergency will extend beyond one-half (0.5) hour and if time will permit a substitute to serve at least two (2) hours of the school day, a qualified substitute will be immediately called.
- 5. Arrangements for class coverage may be made between teachers with the building principal's approval.
- 6. Student teachers and non-certificated personnel may be used to cover classes only in an emergency situation. Except in unusual circumstances, student teachers and non-certificated personnel shall not cover classes other than those to which they are regularly assigned.
- 7. Student teachers and non-certificated personnel (excluding ESAs and special education teachers) may be used to cover classes only in an emergency situation. Except in unusual circumstances, student teachers and non-certificated personnel shall not cover classes other than those to which they are regularly assigned.
- 8. The Board agrees that any District-wide effort to use classroom teachers, itinerant teachers, librarians, student teachers, counselors, and personnel other than regular substitutes to cover absences of teachers for the purpose of avoiding the usual costs for substitutes shall first be subject to the negotiations process.
- 9. Staff members who experience a loss of planning period or cover a class or a portion thereof in addition to their own, shall be paid per instance according to the table below.
- 10. When a staff member must cover an assignment that is different than their regular assignment for a whole day, the staff person will receive payment for their regularly scheduled planning time based on the table below. Staff members who cover a partial day will receive loss of planning if their regular planning falls within the time they were covering another assignment.

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	\$180

Examples:

- a. Elementary staff adds extra students to their homeroom for the entire day: \$180
- b. Elementary staff covers an assignment that is not their own for the entire day: \$180
- c. Elementary specialist teaches a class that has additional students for 30 minutes: \$35
- d. MS/HS staff covers a 55-minute period: \$50
- e. MS/HS staff covers for a half day (3 hours): \$180
- f. MS/HS staff covers for 80 minutes: \$70
- g. MS/HS staff covers a 30-minute portion of a class: \$35
- h. Substitute teacher covers 50-minute class during their plan time: \$50

Section 50 – Co-Teaching

- A. Definition – Co-Teaching is a practice in which two (2) teachers lead a classroom, creating an inclusive setting where expertise is shared for the benefit of a diverse group of students. The two (2) teachers involved include a classroom teacher paired with any certificated interventionist.
- B. Prerequisites
 - 1. Both instructors shall have leadership and take responsibility for all students within the classroom. One (1) instructor is not to direct the other or use the other in the place of a paraeducator. Instructional arrangements and methods must remain flexible and remain responsive to student learning needs.
 - 2. The District shall provide adequate training and ongoing coaching to support effective co-teaching partnerships.
 - 3. Co-teaching pairs shall have opportunities for common planning time.
 - 4. Co-teaching pairs must mutually establish class norms and procedures, both taking responsibility for the management and organization of the classroom. They will share a common classroom space while engaged in co-teaching.
 - 5. Co-taught classrooms shall not exceed established class size limits for the individual grade level by more than twenty percent (20%). Target ratios should not exceed one (1) student receiving supports for every two (2) typical peers.
- C. Responsibilities
 - 1. Both instructors are responsible for the learning of all students while engaged in a co-teaching arrangement.
 - 2. Both instructors are responsible for aligning instruction to standards.
 - 3. School sites shall not use one (1) member of a co-teaching pair as an emergency in-house substitute for another classroom.
 - 4. Both instructors shall be responsible for data collection, grading, progress reporting, and management for all students.
 - 5. Student IEPs shall be developed collaboratively but are the responsibility of the Special Education Teacher.

Section 51 – Innovative Schools

- A. **Initial opening of an innovative program/school** – After a proposal for an innovative program has been made, the Association will be notified within ten (10) business days of District receipt of the proposal. If the District’s decision is to move ahead with implementing the proposal, the Association will be notified within three (3) business days, and a date will be set to begin discussion regarding any aspect of the new program that may not align completely with the Collective Bargaining Agreement.
- B. **Adding an innovative program to an existing school** – The SCDM process for staff voting and structuring must be used if the program will be added to an existing school. Those staff who voted against the innovative program addition have the opportunity to self-displace.
- C. **Communication with students and families** – Annually the District will provide clear and detailed communication to potential students and their families explaining the innovative

program options available to them, how the innovative program differs from the traditional comprehensive programs, and the expected student and/or family commitment, if any, required to participate (for example transportation, participation in field studies, end of program tests, etc.).

- D. **Innovative program budget** – The district and Association recognize that operating a school with an innovative program may incur additional costs above those of the comprehensive schools across the District. Any additional costs associated with implementing and maintaining the innovative program/school will be calculated using staff input and District budgeting procedures in line with School Board Policies 2015 and 2015R.
- E. **Closing a program** – For the purposes of closing a program only, the innovative program can be discontinued either by District decision or program/school staff decision with District approval. The SCDM will provide notice to the District by January 15 if there is a request to close a program. The District will provide notice of any changes to the staff by April 1st for the following year. The notice must include a rationale for the transition away from the program and plan for the staff and students impacted.
- F. **Training** – The initial and annual training required to maintain the program/school will be provided by the District. Staff new to the building will participate in initial training upon their assignment to the school. Returning staff will have the opportunity for additional annual training on a rotating basis that ensures equity across staff. Training necessary to the program, that occurs outside of the contract year, will be paid at extra work for extra pay workshop rate. If a staff member begins working in the program/school mid-year, initial informal training will be provided immediately followed by formal training as soon as is possible but not later than the following school year. The Association will provide input to the District regarding ongoing training needed prior to the implementation of the innovation based on the governing agency where available.
- G. **Curriculum and materials** – Where an innovative program/school requires specific curricular materials, the District will provide access to those materials for each staff member who needs them. Where the curriculum of the innovative program/school does not align with the District pacing guides and curriculum, the innovative program’s/school’s curriculum will take precedence. Consumables and classroom materials which need replacement will be provided by the District to ensure the continuity of program over time. Where a specified curriculum does not exist, the innovative program/school has the flexibility to utilize the District curriculum and additional supplemental materials to meet the innovative program’s/school’s needs. The District will take input from the Association on the respective curriculum and materials.

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

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

requirements to the program/school. The District and Association will review staffing annually and the Association will provide input.

Beginning with the 2025-26 school year, schools choosing to hold an advisory model, to include homeroom, seminar, SEL Time and/or whole Child time shall use the SCDM waiver process (Section 17) to exceed this total.

- I. **Scheduling** – Where innovative programs/schools require a change to the annual calendar, daily calendar, or additional days (i.e. camps), the District will compensate employees who are working beyond the contract day or year for their program and will provide all necessary administrative support to implement these additional days/hours.
- J. **Program evaluation** – Annually, with Association input, each Innovative program/school shall be evaluated for success.

Section 52 – 504 Process

A. Definitions

1. **Section 504:** The provision of the Civil Rights Law that permits an interactive process to provide accommodations and modifications as necessary for student access to academic participation.
2. **504 Plan:** An alternative route for students with healthcare or learning needs, developed as a written plan under Section 504, to adequately access instructional content and programs.
3. **504 Program Coordinator:** The District will designate at least one person to coordinate its efforts to comply with Section 504. This person is responsible for ensuring that the district meets its obligations under the law.
4. **504 Case Manager** works directly with students, families, and school staff to develop and implement 504 Plans, leading the 504 team, overseeing specific students' plans, ensuring classroom accommodations, serving as a point of contact, monitoring progress, coordinating meetings, and maintaining records and annual updates.
5. **504 Site Team:** This includes staff knowledgeable about the student, the meaning of the evaluation data, and the placement options. This team is responsible for determining the eligibility of the student under Section 504 and developing the 504 Plan.
6. **504 Meeting:** The interactive process by which appropriate school personnel and student guardians review and update the 504 plan.

The 504 Case Manager position for each building will be filled by a certificated staff member receiving a stipend as outlined below. The School Counselor shall not be the de facto 504 Case Manager. The building principal makes the final decision if there are no volunteers.

Adequate training for 504 Case Managers will be provided by the district Section 504 Program Coordinator on an annual basis at the beginning of the school year or at a time an employee volunteers for the position. At a minimum, training should include OSPI guidelines regarding referral, evaluation, and review processes, training for the preferred district online system, and district procedures for coordinating with the 504 Site Team.

B. Implementation

1. Every school and/or site may host a team meeting for 504 plan eligibility meetings, initial 504 plan meetings and yearly 504 plan review meetings. Every effort will be made to hold the meeting during the contracted workday.
2. For any portion of those meetings that extend outside of the contracted workday at the request of a parent/guardian:
 - a. Certificated staff attending the meeting in addition to the 504 Case Manager will be compensated at their per diem rate, based on the employee’s placement on the salary schedule, per diem rate for the accumulated hours submitted in 15-minute increments, or
 - b. The employees and building site administrators may mutually decide if the employees’ work will be redistributed before and after the instructional day to provide meeting flexibility

C. 504 Case Manager Stipend will be dictated by the total number of 504s managed throughout the school year. Case Managers will submit a form listing all 504s managed for the school year by June 1st payable on the second June paycheck. Schools will work to maintain caseloads of 50 students or lower per 504 Case Manager. For every designated 504 Case Manager, the following stipends will apply:

<u>504s Managed</u>	<u>Stipend Amount</u>
<u>1-10 Students</u>	<u>\$400</u>
<u>11-20 Students</u>	<u>\$800</u>
<u>21-30 Students</u>	<u>\$1200</u>
<u>31- 40 Students</u>	<u>\$1600</u>
<u>41-50 Students</u>	<u>\$2000</u>
<u>51-60 Students</u>	<u>\$2400</u>
<u>61-70 Students</u>	<u>\$2800</u>

Section 53 – Student Resource and Review Team

- A. Every school and/or site shall host a regularly scheduled Student Resource/Review Team (SRT) meeting. SRT meetings are intended for the purpose of collaboration regarding interventions in response to individual student needs. The leader of the team shall be determined by the school/site and will coordinate the agenda for each SRT meeting. The leader shall invite other professionals, interventionists, and providers, as needed to the SRT

meeting at least twenty-four (24) hours in advance. The district will provide annual guidance around the process and procedures for SRT activities.

- B. Building SRT meetings are held for no more than sixty (60) minutes per meeting and attendance of those assigned to that building is required, along with a general education representative, and any itinerant special education staff who can attend depending upon the number of other schools assigned. Additional meetings may be held at the discretion of the SRT. If a SRT meeting goes beyond the employee workday, the employee(s), building administrator, and representative of the Special Education Department will mutually decide if the employee(s) will be compensated as provided in Section 47, Professional Workday Provisions, or by redistributing before and after instructional day time to provide meeting flexibility.

Section 54 – Special Education

- A. Definition – The District and the Association recognize the right of each student to a Free and Appropriate Education (FAPE) in their Least Restrictive Educational (LRE) setting. We recognize that every student is a general education student first; students with educational disabilities are entitled to Specially Designed Instruction (SDI), related services, supports for school personnel, and appropriate educational accommodations and modifications, as determined by the results of an educational evaluation and the student’s Individualized Educational Program (IEP) team.
- B. Practices – For students to receive special education and related services, the IEP shall indicate the services to be provided:
 - 1. The District supports inclusive practices for students with disabilities, as determined by each student’s IEP team. The inclusion of students with disabilities in the general education program requires cooperation and communication between general and special education staff. Prior to the entry of a student with disabilities into the general classroom, the receiving teacher shall be provided with information regarding the student’s special needs.
 - 2. Students with disabilities who are included in general and specialist classrooms shall be counted in the class count of the general teacher and specialist for the portion of the day they are included in the class.
 - 3. If a student is assigned an individual paraeducator or nurse, per the terms of the IEP, the assigned professional shall not be considered to adjust the classroom student-teacher ratio unless and until the ratio exceeds two to one (2:1).
 - 4. If, in the judgement of any parent, teacher, or specialist, a student with disabilities is not profiting from a placement or the student is creating a substantial disruption to the educational process, a parent or teacher may request an IEP meeting to discuss the student’s placement, request assistance and/or recommend that consideration be given to modifying the IEP, consistent with federal, state, and District rules, regulations, and policies.
- C. IEP and Evaluation Meetings – Any employee required to attend an IEP or evaluation meeting that occurs outside the regular workday shall be compensated at the per diem, based on the employee’s placement on the base salary schedule, hourly rate for the accumulated hours rounded off to the nearer thirty (30) minutes. Members of an Evaluation or IEP team shall be

compensated for any meeting time that extends beyond their contracted workday. Claims shall be submitted by the last working day of the pay period following the pay period in which the time was worked.

D. Case Management –

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

Section 55 – Student Discipline/Administrative Responsibility

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

- A. Enforcement – Student discipline will be enforced fairly and consistently based on the infraction, regardless of race, color, religion, sex, gender identity, sexual orientation, national origin or ancestry, the presence of any sensory, mental or physical disability, or age. Corporal punishment, which is defined as any act which willfully causes the infliction of physical pain on a student, is prohibited.
- B. The district and association recognize that all school buildings must have the same understanding and response to significant unsafe/disruptive behaviors and the appropriate lawful response from staff and administrators. During the 2025-2026 school year the District and Association will convene a group of at least 5 district and 5 Association members to develop a matrix for appropriate response and discipline for behavior that causes substantial disruption in the safe and supportive learning environment for all students.
- C. Cause for Discipline – Sufficient cause for discipline will be:
 1. Verbal or physical threats, intimidation, or assault or interference with an employee by use of force or violence; or
 2. Failure by a student to comply with written rules and regulations established by the District; or
 3. Failure by a student to comply with instructions of employees made within proportion to the issue; or
 4. Failure by a student to comply/engage/accept the reasonable disciplinary actions of employees; or
 5. Conduct which materially and substantially interferes with the educational process; or

6. Failure to identify oneself upon request by an employee in the school building, on school grounds, or at school sponsored events.

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

1. Employees shall administer discipline pursuant to federal and state laws and regulations.
2. An employee may use necessary actions for self-protection from attack or to prevent injury to another person. Considerations for manifestation of disability should be considered and include trained staff.
3. Disciplinary Removal from Class or Activity Period – Employees are empowered to exclude students from the classroom or activity area under certain conditions as long as the student’s Individualized Education Program (IEP)/Behavior Intervention Plan (BIP) is being followed. Employees may exclude a student under their supervision who is creating a disruption of the educational process or who is in violation of the building disciplinary standards.

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

Limitations:

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

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

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

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

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

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

E. Administrative Response

1. When a written report is sent to the principal or other school administrator regarding student discipline, a request for alternative class assignment and/or specific assistance, or recommendation for suspension or expulsion, the principal or school administrator shall respond to the employee in writing concerning the action taken, contact made with the parents or guardians, and any conditions imposed on the student's return to class. Response to the request will be made within five (5) school days and include a plan of action to support the student.
 2. When school authorities endeavor to correct misconduct or misbehavior through counseling and/or conferencing with the student or the student's parents, the employee will be notified and be involved. The "involvement of the employee" means that the teacher has had the opportunity to provide input on next steps.
- F. Recommending Suspension/Expulsion – If, in the employee's judgement, student conduct warrants suspension or expulsion of the student, the employee shall make written recommendation accordingly to the building administrator. Suspension may also be recommended by the employee when the employee reasonably believes that the student is an immediate and continuing danger to themselves, other students, employees, school administrators, or the educational process of the student's school. Any recommendation must include specific examples and/or documentation of the disruptive or disorderly conduct.
- G. Special Education Discipline – The District will comply with all pertinent state and federal laws and Board policy when disciplining students receiving special education services. Upon request, the IEP team (i.e., school personnel, family, and student) will reconvene to review

the IEP and/or BIP of a special education student in which disruptive behavior is directly impacting the classroom teacher.

- H. Assault of Employee – If a student assaults an employee, intimidates by threat of force or violence, or interferes with an employee by use of force or violence in addition to appropriate disciplinary action, the District will report the incident to the proper law enforcement agency.
- I. Building Discipline Review – Prior to the first (1st) day with students, school principals will meet with the employees to establish and/or review District and building disciplinary standards and procedures to ensure uniform enforcement of building standards. The incidents shall be documented in the District-wide reporting system, per **Section 57.**

J. Discipline Supervision Plan.

Each building shall establish, prior to the first student day, a protocol for supervision of students temporarily removed from the classroom for conduct violations, under this section. This protocol shall include the name or job category of the individual(s) responsible for such supervision, and a plan for coverage in the event of a staff absence.

In no event shall this protocol require a certificated staff member to provide such supervision during their duty-free lunch. When requested by the building administrator, certificated staff members may volunteer to provide after school supervision for student discipline with compensation to be provided at the per diem rate.

The Discipline Supervision Plan shall be communicated to all staff members in writing prior to the first student day. The supervisor(s) is/are subject to change due to staff availability.

In the event that the designated supervisor and replacement are unavailable on more than two (2) occasions in the same calendar month, the SCDM will meet to reformulate the Discipline Supervision Plan.

- K. Staff Information – The District shall provide information to all employees annually concerning all applicable federal, state, and local laws, and District rules, regulations, and procedures pertaining to student rights, due process, and the processing of student discipline.
- L. Major Incidents – Major incidents reports relative to weapon incidents, violent acts, and/or incidents which result in intervention by the District Security personnel or the police department shall be communicated to TEA within twenty-four (24) hours of the incident and shall be reviewed on a regular basis with Association leadership.
- M. State law provides that whenever a minor enrolled in a school is convicted in adult criminal court, adjudicated, or entered into diversion agreement with the juvenile court on any of the following offenses, the court must notify the principal of the child’s school of the disposition of the case:
 - 1. A violent offense (includes weapons)
 - 2. A sex offense
 - 3. Inhaling toxic fumes
 - 4. A controlled substance violation
 - 5. A liquor violation
 - 6. Assault and other crimes involving physical harm
 - 7. Kidnapping, unlawful imprisonment, custodial interference
 - 8. Harassment

9. Arson, reckless burning, malicious mischief

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

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

Section – 56 – Documentation of Incidents

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

Section 57 – Employee Duties and Responsibilities

It is the responsibility of employees:

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

Section 58 – Physical Facilities

- A. The District shall provide a minimum of one (1) staff room in each school.
- B. The District will endeavor to provide suitable facilities for all employees. Facilities will include the following:
 - 1. Workspace reasonably free from distractions and interruptions.
 - 2. A work surface, a locking file, a computer, and adequate storage space for educational material.
 - 3. A telephone available for use when confidentiality is required.
 - 4. Reasonable effort will be made so Speech Language Pathologists (SLP) therapy rooms include water to meet standards for universal precautions and for use during therapy. Hand disinfectant, gloves, and other items needed for disinfecting and universal precautions will be available.
- C. On an annual basis, the District will review space utilization at school sites. Such review shall consider sustainability of workspace for all employees and safety concerns which have been raised by staff.
- D. Adequate mitigation strategies for temperature related issues, such as portable space heaters, portable A/C units, and portable fans, may be provided.
- E. The district shall conform to all state codes (WAC: 246-366), city, and county codes related to building safety and maintenance. The District will follow guidance from the Pierce County Health department when needed.

Section 59 – School Construction

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

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

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

Section 60 – Student Teachers

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

Section 61 – Scheduling

- A. Before the District makes any changes to the format (periods per day or semester/quarter) in a secondary school, the District will notify the Association; the Association shall have ten (10) business days to initiate negotiations in accordance with RCW 41.59. In the event the Association does not initiate negotiations, the District shall be free to make said format changes immediately.
- B. Individual sites may initiate changes in format subject to District approval. Such changes must be approved through the building's SCDM process (Section 17)
- C. Each spring, enrollment projections shall be shared with the Association and SCDM teams for the purposes of developing master schedules, allocating resources, and planning for the successful transition and assignment of students. Building master schedules may include alternative workday schedules for employees, with their written consent, consistent with the provisions set forth in Section 17, Site-Centered Decision-Making.

D. The principal shall employ an equitable process to provide input to the building master schedules.

Section 62 – Job Description

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

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

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

ARTICLE IX – CLASS SIZE/STAFFING

Section 63 – Regarding Reduction in Staff

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

Section 64 – Elementary Schools (Grades K-5)

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

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

<u>Grade Level</u>	<u>Maximum Class Size</u>
<u>TK</u>	<u>20</u>
<u>Kindergarten</u>	<u>22</u>
<u>1st-2nd Grade</u>	<u>25</u>
<u>3rd</u>	<u>26</u>
<u>4th-5th Grade</u>	<u>28</u>
<u>Multi-age 1st-3rd</u>	<u>22</u>
<u>Multi-age 3rd-4th</u>	<u>24</u>

<u>Multi-age 4th-5th</u>	<u>26</u>
<u>Montessori Children's House TTK/K</u>	<u>20</u>
<u>Montessori Lower Elementary 1st-3rd</u>	<u>20</u>
<u>Montessori Upper Elementary 4th-5th</u>	<u>26</u>

With the exception of Montessori, multi-age classrooms will not span more than two (2) grades.

Elementary Specialists (Library, Music, and Physical Education)

- A. The District will create a team of Elementary Specialist Team Leads. A Team Lead will be selected by an application process by the Administrator over specialists for those specialist contents without an assigned coordinator. The selected team lead will receive an annual stipend of 2500.

Specialist Team Lead responsibilities will include the following:

1. Collaborate on transparent communications between district and specialist members
 2. Facilitate Department Meetings
 3. Facilitate PLCs
 4. Provide input on annual deployment process by reviewing Assignment Preference Forms and the completed assignments prior to communicating deployment
 5. Coordinate materials inventory
- B. Specialists will be allocated based on the identified need for planning period coverage, as determined by the number of building staffed classrooms. Library allocations are based on the number of classrooms times one (1) plus 270 minutes of maintenance weekly. Musica and Physical Education allocations are based on the number of classrooms times two (2) per week. Elementary school librarians will be a certificated Teacher Librarian, or ~~one~~ a staff member who agrees to gain library media certification within two (2) years of hiring.
 - C. Music and Physical Education Elementary Specialists' daily schedule will consist of no more than nine (9) sections per day and will include planning, passing time, and lunch. On Late Start days, the schedule will include no more than seven (7) sections plus planning, passing time, and lunch. When the enrollment-driven Music and Physical Education Elementary Specialist staffing formula drives a .4, a .5, or a .6 FTE allocation, the Music or Physical Education Elementary Specialist may be shared between no more than two sites. When an allocation to a particular site is .7, .8, or .9 FTE, the Music or Physical Education Elementary Specialists' allocation will be rounded up to a 1.0 FTE. Specialists will be informed of their building's allocated FTE in September in order to plan MTSS time.
 - D. Elementary Library Specialists' daily schedule will consist of no more than seven (7) sections per day and will include planning, passing time, maintenance, and lunch. On Late Start days, the schedule will include no more than five (5) sections plus planning, passing time, maintenance, and lunch.

- E. When the enrollment-driven Music and Physical Education Specialist staffing formula drives a .4, a .5, or a .6 FTE allocation, the Music or Physical Education Elementary specialist may be shared between no more than two sites. Whenever possible the enrollment-driven Library Specialist staffing formula drives less than a 1.0 FTE, the Library Specialist may be shared between no more than two sites.
- F. Music and Physical Education Elementary Specialists with any FTE beyond the driven model will support small groups with Multi-Tiered Systems of Support (MTSS) in proportion to the additional FTE. The MTSS will be identified through a District approved menu. Materials for implementation will be provided. Additional allocated minutes beyond the MTSS support will be determined by the principal in collaboration with the specialist and may include material management or other building needs. Recess and lunchroom supervision shall not be included in the list of approved MTSS activities.

+0.1FTE = three (3) x twenty (20) minute MTSS sessions in a week
 +0.2FTE = five (5) x twenty (20) minute MTSS sessions in a week
 +0.3FTE = seven (7) x twenty (20) minute MTSS sessions in a week

- G. When a specialist is shared between sites:
 1. Principals will work with their level directors, the affected specialist, and Administrator to determine the work schedule, travel time, lunch location, and the building where planning time will occur.
 2. Specialists will be given a minimum of 10 minutes to set up upon arrival at their second school before having a scheduled class arrive for instruction.
 3. Whenever possible, specialists will not be shared between more than two (2) sites.
 4. The site with the greater FTE will be the specialist’s “home” site. The home site is designated for Late Start/PLC days, activities, meetings, etc.
- H. Full-time (1.0 FTE) elementary specialists will have the same amount of planning time and instructional minutes each week as all certificated staff per Section 48.A, minus passing and library maintenance time.
- I. Elementary specialists will have five (5) minute passing times between classes.
- J. Full-time (1.0 FTE) elementary librarian specialists will have two hundred and seventy (270) minutes of library maintenance time per week. Partial FTE allocation will be pro-rata for those employees working less than 1.0 (planning, library maintenance time, and before and after WAC time).

Section 65 – Middle Schools (Grades 6-8)

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

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

Category	Class Size	Student Load
General Education	28	140
Music	34	170
Physical Education	34	170
Career and Technical Education	<u>See section 69</u>	<u>See section 69</u>

Schools choosing to hold an advisory model, to include homeroom, seminar, SEL Time and/or Whole Child time shall use the SCDM waiver process **(Section 17)** to exceed this total.

Middle School librarians will be a certificated Teacher Librarian, or a staff member who agrees to gain library media certification within two (2) years of hiring.

Section 66 – High Schools (Grades 9-12)

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

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

Category	Class Size	Student Load
General Education	30	150
Music	35	175
Physical Education	35	175
Career and Technical Education	<u>See section 69</u>	<u>See section 69</u>

Schools choosing to hold an advisory model, to include homeroom, seminar, SEL Time and/or Whole Child time shall use the SCDM waiver process (Section 17) to exceed this total.

High School librarians will be a certificated Teacher Librarian, or a staff member who agrees to gain library media certification within two (2) years of hiring.

Section 67 – Tacoma Online

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

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

Tacoma Online Elementary School will apply class size numbers listed in Section 67 of the Collective Bargaining Agreement plus two (2) K-5 additional students. General overload provisions outlined in Section 68 apply as written. District assigned staff, such as student services and specialists, caseload provisions apply per Sections 64 and 68. Multi-age general education classrooms will not span more than two (2) grades. If numbers exceed the stated maximums by the second Friday of the school year, then adjustments may be made.

The total number of students in instructional classes for Tacoma Online Secondary Schools shall not exceed two hundred (200) including assigned PACE students per 1.0 FTE. Tacoma Online secondary teachers shall not have PACE (advisory periods) that exceed twenty-five (25) students per 1.0 FTE. General overload provisions outlined in Section 68 apply as written. If numbers exceed the stated maximums by the second Friday of the school year, then adjustments may be made. District assigned staff, such as student services, caseload provisions apply per **Section 69.**

Section 68 – General and Overload Provisions

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

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

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

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

- A. Add certificated staff
- B. Create additional sections OR reassign students
- C. Pay as outlined below:
 1. Middle and High School
 - a. Pay: Staff member compensation will be at the rate of \$500 per semester for the first two (2) students over student load counts in Section 64-67. Each additional student will be \$75 per student up to \$1,025 per semester.
 - b. Once caseload overage exceeds nine (9) students, the District and Association shall collaborate to find a remedy.
 2. Elementary School
 - a. Pay: Staff member compensation will be at the rate of \$250 per student per trimester over class size limits in Section 65.
 - b. Every attempt will be made to evenly distribute students among classes at each grade level.
 - c. Once class size overage reaches three (3) students, the District and Association shall collaborate to find a remedy.

Solutions must have final approval of the appropriate District level administrator. If neither A ~~or~~ nor B above is implemented by the tenth (10th) working day after the submission of the class size form, the solution shall default to option C above.

Career and Technical Education (CTE) Class Size and Caseload Guidance

CTE class sizes will align with those of their basic education colleagues by level. Final determinations regarding individual class size and overall caseloads will be made collaboratively between the Director of Career & College Readiness (CTE) and building administration, with individual guidance and oversight provided by the Director of Career & College Readiness (CTE) to ensure alignment with programmatic, instructional, and safety needs.

For courses that require specialized equipment or training stations, class size shall not exceed the number of available workstations, as determined by the Director of Career & College Readiness (CTE), to maintain safe and effective instruction and skill development. If class sizes or caseloads are recommended to be lower than standard due to safety, instructional design, or program requirements (e.g., Construction Trades, Culinary Arts, etc.), the CTE Director will submit a formal recommendation to the building principal for review and approval prior to implementation.

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

Section 69 – Special Education Teachers, ESAs, and Multi-Lingual Instruction

A. Definitions

1. Educational Staff Associates (ESA): ESAs are a staffing category of educational professionals, as defined by OSPI. Professionals holding ESAs include: school counselors, school psychologists, school nurses, school social workers, occupational therapists, physical therapists, speech-language pathologists, and audiologists.
2. Self-Contained Classrooms: a classroom, where a special education teacher is responsible for the instruction of most academic, and social emotional instructional areas.
 1. RISE: Program available from kindergarten to Grade 12 for students with significant behavioral, social, and emotional support needs.
 2. SUCCESS: Elementary program intended for students with significant support needs who receive specially designed instruction for the majority of their day.
 3. ACCESS: Secondary program intended for students with significant support needs who receive specially designed instruction for the majority of their day.
3. Caseload: The TOTAL number of IEPs coordinated and/or monitored per certificated 1.0 FTE. Compliant Individualized Education Program (IEP) and any accompanying documentation are required for students to count on caseloads. Should a student move into the district with non-compliant documents, the providers will have 30 days to develop and implement compliant special education documents.
4. Learning Resource Centers (LRC): LRC teachers provide specially designed instruction, accommodations, and modifications for students who receive Special

- education services ~~instruction~~ to support classroom learning as prescribed by the students Individual Education Program. Learning resource teachers act as case managers.
5. NEST: A framework for inclusive education for students who may present with communicative, developmental, behavioral, adaptive and or cognitive needs.
 6. Specialty Providers: Specialty Providers: Certificated staff member who provides special education services, focusing on specific areas of individual need that require expertise and experience as it pertains to the specific setting, service or individual student need. Specialty Providers include, but are not limited to, audiologists, teachers of the visually impaired (TVIs), orientation and mobility instructors, transition teachers, and other professionals assigned to specialized programs such as IAES, Pearl Youth Residency, separate day school settings and Transition Programming. These individuals are responsible for delivering specialized instruction or services tailored to meet the individual needs of students with disabilities and may engage in direct service provision, case management, consultation, or collaborative planning to ensure effective delivery of educational and developmental support.
 7. Multilingual Education (ML): an instructional program with clearly defined goals, objectives, and measurable achievements for the level of instruction, which is designed to support students who speak multiple languages by providing equitable access to academic content in both their native language and English.
 8. Deaf and Hard-of-Hearing: Deaf and Hard-of-Hearing (DHH) programming is intended to support students with identified hearing loss who require multimodal and individually specially designed instruction, related services, and/or accommodations and modification for students to access curricular instruction, are offered along a continuum from self-contained services to itinerant supplemental service. Instruction in American Sign Language may be provided to support classroom learning.
 9. Audiologist: A professional who identifies, assesses, and manages hearing disorders. Their role includes staff education, student assessment, direct support to students in management of individual hearing technology, and the use of classroom listening equipment.
 10. Teacher for Visually Impaired Learners (TVI): A certificated educational professional who supports students with a visual impairment.
 11. Orientation and Mobility Specialist: A certificated educational professional who instructs students with blindness and low vision to safely and independently navigate the educational and community environment.
 12. Early Childhood Special Education (ECSE) provides specially designed instruction for students aged three years to kindergarten eligibility.
 13. Specialized Preschool: Early childhood education program that provides specially designed instruction for students three to five years old who may present with moderate to significant developmental needs who qualify for special education services.
 14. Playgroup: A 3-4-year-old playgroup is an early learning program designed to provide developmentally appropriate experiences for both special education and non-identified special education students.

15. Transition to Kindergarten (TTK): A general education program intended to provide inclusive intervention opportunities for students who are in their last year of early childhood eligibility as defined by the state.

Child Find: a federal requirement under the Individuals with Disabilities in Education Act (IDEA) that mandates states to actively identify, locate, and evaluate students who are suspected of having an educational disability. Tacoma Public Schools maintains a multi-disciplinary team of professionals to evaluate children with suspected educational disabilities.

- a) School counselors: School counselors are professionally certified individuals. School counselors—provide support and services that address the academic, career, and social emotional development of all students. These provisions apply to staff who are in like positions.
- b) School social workers: School social workers are professionally certified individuals. School Social Workers provide a link between school, home, and community in helping students to achieve academic and social success. School social workers can provide mental health support, case management and services that address the development of all students.
- c) School Nurse: a certificated healthcare professional who provides medical care, supports student health, and promotes wellness in a school setting.

B. General Provisions

- a. Tacoma Public Schools and Tacoma Education Association acknowledge that the program definitions included in this agreement may become obsolete or be replaced during the duration of this agreement. Should Tacoma Public Schools materially change their special education classroom programming or alter the responsibilities of the educators described in this section, Tacoma Public Schools will collaborate with the Association to apply these provisions of this agreement to any new programming.
- b. Speech-Language Pathologists, School Psychologists, Occupational Therapists, and Physical Therapists will be assigned dedicated ESA workspaces (such as a rolling desk, desk, etc.) on their assigned days, that allow for evaluations and/or services to be completed in accordance with student IEPs. Assigned workspaces shall be the appropriate size to offer professional services. This includes consideration of noise levels and other distractions, lighting, confidentiality, access to a telephone, locking file cabinet, computer, internet access, chair, and adult desk. Personal protective equipment, such as medical gloves and sanitizing wipes, will be made available upon request and hand washing facilities will be readily available. If the workspace will not be available, the building administrator will make every effort to notify the ESA in advance.

C. Multi-Lingual Instruction:

Elementary ML	Elementary caseload for each 1.0 FTE ML certificated staff shall not exceed eighty-five (85) students.
Secondary ML	Secondary caseload for each 1.0 FTE ML certificated staff shall not exceed a weekly average of ninety-nine (99) students per day. Total ML caseload may exceed ninety-nine (99) students due to unique student language and academic <u>needs</u> , but may not exceed one hundred and twenty-nine (129) students.

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

<u>Program</u>	<u>Caseload Limits</u>
<u>Learning Resource Center (K-5)</u>	<u>30</u>
<u>Learning Resource Center (6-12)</u>	<u>30, Class size 12</u>
<u>RISE</u>	<u>Kindergarten to Grade Three: 10</u> <u>Grade Three to Grade Five: 12</u> <u>Grade Six to Grade Twelve: 12</u>
<u>SUCCESS</u>	<u>Kindergarten to Grade Three: 10</u> <u>Grade Three to Grade Five: 12</u>
<u>ACCESS</u>	<u>Grade Three to Grade Five: 12</u>
<u>NEST</u>	<u>Grade Three to Grade Five: 12</u>

The District shall prioritize student placement to maximize alignment of student needs within each self-contained classroom. Individual student scheduling shall be determined by student needs described in their IEP.

All self-contained classes for students with cognitive, behavior, social-emotional, and physical needs shall have at least two 0.875 FTE (seven hours daily) paraeducator. Additional support may be added to address program specific and student specific needs.

All self-contained Deaf/Hard of Hearing (DHH) classes shall have at least one (1) .875 FTE (Seven hours daily), paraprofessional. Self-contained classes for students with 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.

E. Caseload Limits

- A. Audiologists shall be hired at 1.0 FTE per 11,500 students enrolled in the district. Audiologists will not be assigned to more than seventeen (17) elementary sites for annual screenings. The District may exceed this level of staffing to address the needs of the students enrolled in Deaf and Hard-of-Hearing programming.
- B. Classroom sizes

<u>Programming</u>	<u>Caseload Limits</u>
<u>DHH Preschool</u>	<u>Eight (8) identified students, two (2) peers. Classrooms not to exceed ten (10) total students.</u>
<u>DHH Kindergarten through Fifth Grade</u>	<u>Kindergarten to Grade Three: ten (10) students Grade Three to Grade Five: twelve (12) students</u>
<u>DHH Sixth grade through Twelfth Grade</u>	<u>Twelve (12)-total students</u>

TVI and Orientation and Mobility Specialists shall be staffed in an equitable manner and with consideration for their caseload and expertise. Staffing information and calculations used by Student Services to determine FTE shall be available upon request from the Association.

The District and the Association will maintain monthly special-education labor-management meetings. The quarterly meetings will include an updated distribution report of students across all sites for review on or by Oct 15th, Feb. 15th and May 15th. The District and the Association will review the distribution of students and address any concerns.

If a student is assigned an individual paraeducator or 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).

<u>Programming</u>	<u>Caseload Limits</u>
<u>Specialized Preschool</u>	<u>Each class shall consist of 4-5-year-olds who attend full-day programs with 3-4 year-olds who attend half-day programs, four (4) days per week, with a total of ten (10) students in the program at one time. For example, but not limited to:</u> <ul style="list-style-type: none"> • <u>Six (6) 4-5-year-olds attend full day, four days per week.</u> • <u>Four (4) 3-4-year-olds attend AM sessions four days per week.</u> • <u>Four (4) 3-4-year-olds attend PM sessions four days per week.</u>
<u>Child Find</u>	<u>Initial FTE for each ESA staffing category will be based on the previous school year's total screenings and evaluations completed for the upcoming school year. Each May, the District will provide the Association with the total number of screenings and evaluations completed by ESA staffing category and the demographer's projections for the upcoming school year. Caseload guideline for each professional disciplined will be used to determine staffing and overload provisions will apply.</u>

Playgroup provisions:

- A. Instruction shall be planned, designed, monitored, and supervised by a teacher with a special education endorsement.
- B. Instruction shall be provided by paraeducators and ESAs.

The District shall prioritize placement of ECSE programs into buildings with in-class restroom access.

ECSE preschool classroom shall have at least two (2) 0.700 FTE, four (4) days per week) paraeducators.

Full-day preschool program teachers shall have at least twenty (20) minutes of planning daily and a total of two hundred fifty (250) minutes per week. The remaining time shall be provided on the non-instructional day.

- C. 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. SLP, OT, PT- The District shall provide guidance about appropriate service delivery models and intervention allocations. Effective September 1, 2026, SLP caseload counts shall only include a combination of related and direct services (consultative and/or supplemental services are not included in caseload). OT and PT caseloads shall be based upon total number of students receiving direct and indirect services. Schedules notating locations and student ID numbers at each building of service to be submitted to the Student Services Administration by Oct 10th. Staff are responsible for maintaining schedules and notifying administrators of changes.

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

ESA Category	Maximum Identified Students
Speech Language Pathologist	Forty-five (45) – the deployment team shall strive not to exceed two (2) sites for 1.0 FTE.
Occupational Therapist	Forty-two (42) – the deployment team shall strive not to exceed three sites for 1.0 FTE
Physical Therapist	Thirty-seven (37) – the deployment team shall strive not to exceed five (5) sites for 1.0 FTE

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

ESA Category	Staffing Level	Considerations
School Psychologist	One (1.0) FTE per 800 students	<ul style="list-style-type: none"> No more than <u>65 total</u> initial evaluations, and re-evaluations per year (excluding child find) The deployment team shall strive not to exceed three (3) sites for 1.0 FTE
<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 time providing direct and indirect services to benefit students.</u> <u>Tasks such as coordinating and monitoring student testing, supervising student testing, supervising students at lunch, and assuming the duties of other non-counseling staff are not direct or indirect services.</u>
Audiologists	One (1.0) FTE per 11,500 students	<ul style="list-style-type: none"> Audiologists will not be assigned to more than seventeen (17) elementary sites for annual screenings.

School Counselor Services:

Direct services are in-person interactions between school counselors to implement comprehensive school counseling programs and students that help students improve achievement, attendance, and discipline. Examples include, but are not limited to counseling instruction, appraisal, advisement, academic and social transitions, and short-term counseling.

Indirect services are provided on behalf of students as a result of interactions with others by school counselors to enhance student achievement and promote equity and access for all students. Examples include, but are not limited to, planning collaboration, consultation, and referrals.

The remaining 20% of work time shall be reserved for essential program planning and school support activities. These activities include: developing and revising the school counseling program, data analysis to guide program goals and create annual school counselor calendars, attending conferences, workshops, training, keeping up with the best practices and current trends in counseling, participating in school wide meetings and contributing to school initiatives that align with the counseling program.

3. School Nurses:
 - a. Non-Regional and Alternative programs, including but not limited to Head Start, ECEAP, SAMi, SOTA, and IDEA, will be staffed with at least a 0.1 RN for every one hundred (100) students, depending on student acuity needs as determined by department administration.
 - b. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. Should a nurse be required to monitor the health room during the lunch period, their lunch break will be paid at the per diem rate.
 - c. Regional Elementary programs will be staffed with RN FTE at a minimum of 0.1 RN FTE for every one hundred (100) students with the support of an LPN at 0.8125 FTE (six and a half (6.5) hours daily). Additional staffing may be added depending on student acuity needs as determined by department administration.
 - d. Middle Schools and Comprehensive High Schools under one thousand (1,000) students will be staffed at a minimum of 0.5 RN FTE and 0.5 LPN FTE. Additional staffing may be added depending on student acuity needs as determined by department administration.
 - e. Tacoma Online (TOL) will be staffed with RN FTE at a minimum of 0.2 FTE. Additional staffing may be added based on programmatic needs as determined by program and department administration.
 - f. Middle Schools and Comprehensive High Schools over one thousand (1,000) students will be staffed at a ratio of one (1) RN FTE to one thousand (1000) students with the support of an Assistant Nurse at 0.1 FTE for every set of one thousand (1000) students over one thousand (1000) students.
 - g. School Nurse mentors will be paid \$1,000 for mentoring of a new hire School Nurse (for a full year of mentoring), with an added \$500 for each additional new hire School Nurse.
 4. Nurses shall be provided a planning period in alignment with **Section 48**. Planning periods shall not be scheduled during student lunch periods or high traffic times in the health room. Planning periods should be planned in partnership with the School Nurse and building administration.
 - a. Elementary school nurse assignments shall not exceed three (3) sites (not including the nurse supporting alternative sites)
 - b. A staffing workgroup comprised of health services admin and the two (2) department co-chairs will be created in the 2025-26 school year to study implementation of acuity-based staffing with the goal of ensuring to support future flexible staffing based on student needs.
- F. Where the ESAs are eligible to complete Medicaid reimbursement, are licensed to do so, and the District reimburses the ESA for the cost of monthly licensure maintenance, the expectation is that reimbursement is completed monthly.
- G. Team Leads – A team lead will be selected by an application process that includes administration and department members. SLPs and Audiologists combined will have three (3) Team Leads. Psychologists and Nurses will each have two (2) Team Leads. OTs

and PTs will each have one (1) Team Lead. In lieu of a team lead for Ots and PTs, they may choose to convene as a group to determine the division of responsibilities and the stipend. Each Team Lead will receive an annual stipend of \$2500.

Team Lead responsibilities will include the following:

1. disseminate information from Student Services to their department members;
 2. lead department meetings;
 3. lead PLCs;
 4. participate in the annual deployment process;
 5. support the coordination of caseloads;
 6. coordinate assessment and protocol inventory; and
 7. In the event of unfilled short-term positions or caseload overages, the District may assign leads to cover leaves.
 8. Develop and assist facilitation of professional development
- H. Deployment – The leadership team and district administration may use an alternative staffing model of determining caseload, with collaboration of the District and the Association.
1. The District shall allocate special education and ESA staffing on a fair and equitable basis, considering the degree of student need, number of sites served, direct service responsibilities, and total student load.
 2. Any peer review process supporting deployment shall be transparent and subject to review. The District agrees that any CAB deployment process shall honor staff privacy.
 3. Deployment of School Psychologists, Speech-Language Pathologists, Occupational Therapists, and Physical Therapists shall conform to the process described in Section XXX, District Deployment.
- I. The district shall endeavor to maintain a pool of substitute ESP to serve students with disabilities where there is a recognized staff position. If there is no ESP substitute available and no other paraeducator assigned, or available to be assigned to the classroom, the certificated teacher shall be provided a stipend of \$60 per day of absence without a substitute.
- J. All certificated student services providers with case management responsibilities shall be paid two (2) supplemental days, paid at the per diem hourly rate, plus PRS and pro-rated for FTE. These days will be paid at the second June paycheck.
- K. Each full-time elementary school LRC teacher shall be allocated three (3) days per year, within the existing contract year, to assist with administrative tasks related to the Special Education Department. Part-time elementary LRC teachers will be provided with a pro-rata portion of the days.
- L. In elementary buildings with one (1) LRC teacher, when the teacher's caseload is at twenty-five (25) students, an 0.5 FTE paraprofessional will be hired to support the needs of the students. In elementary buildings with two (2) LRC teachers, a paraprofessional shall be provided when LRC teacher caseloads reach thirty (30) students each, a shared 0.5 FTE paraprofessional will be provided to support the needs of the students in the program.

- M. At each comprehensive secondary school, the Special Education Department chair, or one other member of the Special Education Department, shall be provided one additional planning period per day to assist the department with administrative tasks related to the Special Education Department.
- N. Training provided to Basic Education staff will be offered to Special Education certificated staff, with modifications when appropriate.
- Ø. Support for Testing Requirements: Every effort will be made to hold mandatory training related to test administration during the workday to train staff on student assessment. In addition, all appropriate special education staff shall participate in mandatory training on the allowable alternate assessments for special education students.

Counselors and Social Workers:

The District and the Association also recognizes that school counselor and school social worker roles are complementary to one another. Accordingly, school social workers shall be considered eligible candidates for school counseling positions, provided they meet the qualifications required for the role.

Evaluation:

This District in collaboration with the union (including appropriate stakeholders) will develop an evaluation tool in accordance with HB 5030. This tool shall be developed prior to the end of the 2025-2026 school year.

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

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

As students are identified and added to caseloads, if such an addition causes the educator's caseload to exceed the maximum threshold as established herein, the service provider may submit for relief as described below.

Overage Remedies Process:

The special education provider shall complete a caseload form, which shall be submitted for review by the appropriate district authority prior to the educator receiving compensation or remedies for any caseload exceeding the established maximum.

- A. Self-contained (SUCCESS, ACCESS, RISE) This district shall use its best efforts to not exceed caseload limits. If all self-contained sections are full District-wide, additional certificated staff may be provided to meet student needs. The District will maintain 5.0 paraeducator

positions that will be district deployed when individual programs exceed final case load limits. District deployed paraeducators shall be deployed at 0.25 FTE paraeducator time per student overage. In the event that there are not enough paraeducators in the pool, the District will add additional paraeducator staff in order to support all classes that are over caseload limits. Paraeducator coverage shall be provided within two business days.

B. If the maximum ratio is exceeded in the Learning Resource Center (LRC), one or more of the following overload options shall apply:

1. Add certificated staff; or
2. Rebalance students among LRC staff or
3. Add classified support, if classified support is offered, the district agrees to provide adequate time for certificated staff to collaborate, plan, and supervise the classified support staff. as provided below:

<u>Number of Students Over Caseload</u>	<u>Remedy</u>
<u>1 to 4 students</u>	<u>Stipend \$100 per student per grading period</u>
<u>5 to 8 students</u>	<u>additional 0.5 program specific paraeducator</u>
<u>9+</u>	<u>#1 above and caseloads reset</u>

Should the assigned overage exceed the limits of this remedy schedule, additional certificated staff shall be hired.

If the maximum ratio is exceeded in the ML program one or more of the following overload options may apply: Book C below:

- 0.2 paraprofessional for every fifteen (15) students over caseload.
- C. **Nursing:** When determining case overage pay, it shall be based on combined student count for all assigned sites. If the maximum ratio is exceeded in nurse staffing, one or more of the following overload options may apply:
1. Add certificated staff; or
 2. Add classified support. If classified support is offered, the district agrees to provide adequate time for certificated staff to collaborate, plan, and supervise the classified support staff:

<u>Number of Students Over</u>	<u>Remedy</u>
<u>1 to 50 students over</u>	<u>\$1000 stipend per grading period</u>
<u>51 to 100 students over</u>	<u>\$1500 stipend per grading period</u>

Should the assigned overage exceed the limits of this remedy schedule, additional certificated staff may be hired.

- D. **ESAs:** If the maximum ratio is exceeded, one or more of the following overload options may apply:
1. Add certificated staff; or
 2. Add classified support. If classified support is offered, the district agrees to provide adequate time for certificated staff to collaborate, plan, and supervise the classified support staff; or
 3. Re-deployment to promote staffing equity.
 4. Requesting caseload support within the cohort who may have capacity to support the colleague in overage.

<u>Number of Students Over</u>	<u>Compensation</u>
<u>1-5 students</u>	<u>\$500 stipend per semester; \$425 per trimester</u>
<u>6-10 students</u>	<u>\$1000 stipend per semester; \$850 per trimester; or one (1) full day support from an appropriate assistant plus \$500 stipend per semester/\$425 stipend per trimester</u>
<u>11-15 students</u>	<u>\$1500 stipend per semester; \$1275 per trimester; or one (1) full day support from an appropriate assistant plus \$1000 stipend per semester/\$850 per trimester</u>

- E. **School Psychologists:** If the maximum ratio is exceeded at any level, one or more of the following overload options may apply (to exclude child find):
- A. Add certificated staff; or
 - B. Re-deployment to promote staffing equity in consultation with the Team Leads.
 - C. Requesting caseload support from school psychologists within the cohort who may have availability and opportunity to support the colleague in overage.
- F. **Stipend/Release**
1. One to four (1-4) initial/re-evaluations over equals a \$500 stipend per trimester/semester
 2. Four to eight (4-8) initial/re-evaluations over equals a \$650 stipend per trimester/semester

3. Nine to eleven (9-11) initial/re-evaluations over equals an \$850 stipend per trimester/semester
4. Twelve (12)+ initial/re-evaluations over – options A or B above.

Should Deaf and Hard of Hearing certificated staff be required to supervise students outside of their contracted day, due to transportation delays, they will be compensated at \$100 per instance.

For audiologists, a \$750 stipend per semester/trimester for sound booth management and equipment set-up. A \$250 stipend per trimester will be paid for each site over the maximum number of annual screening sites.

TVI and Orientation and Mobility Specialists: In cases where additional student needs arise beyond an individual’s allocated FTE, the District may provide additional staffing or adjust caseloads accordingly-through collaboration with Student Services Administrators.

Specialized Preschool Programs: The District will use its best efforts to ensure that Specialized preschool programs may not exceed caseload limits.

Should all District specialized preschool placements be at capacity, additional students identified through Child Find may be served in a playgroup, or in an educational setting in alignment with the students IEP.

G. School Counselors and Social Workers

<u>Number of Students Over</u>	<u>Remedy</u>
<u>1 to 50 students over</u>	<u>\$750 stipend per grading period</u>
<u>51 to 100 students over</u>	<u>\$1000 stipend per grading period</u>
<u>101+ students over</u>	<u>District will work with the Association and employee to determine a reasonable remedy.</u>

Section 70 – Peer Review

- A. In the event that a certificated employee has a concern that the caseload/workload is inequitable based on student contact hours, the academic and behavioral characteristics of students, or the lack of adequate workspace, the employee may request a peer review by filing with the Assistant Superintendent of Human Resources with copies to the Association and the employee’s supervisor.
- B. The Peer Review Committee shall consist of the involved employee, the appropriate central office administrator, a Human Resources Department representative, an Association representative, the involved principal or designee, other personnel necessary to solve the problem(s), and, at the request of the employee, another certificated colleague. The committee is to act as an intermediary agent to problem solve and examine concerns of equitable workload.

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

ARTICLE X – EMPLOYEE RIGHTS

Section 71 – Employee Contract

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

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

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

The type of employee contracts are as follows:

- A. Continuing Contract (Appendix VIII):
 - 1. Provisional Status – employee's contract will be pursuant to RCW 28A.405.220.
 - a. Provisional status employees shall be subject to nonrenewal of employment contract during the first three (3) years unless otherwise indicated by the referenced RCW.
 - b. In a non-RIF situation, employees shall have access to the displacement pool.
 - c. In a RIF situation

- 1) Provisional status employees who are in their first three (3) years of the profession are the first laid off in a RIF situation unless the third (3rd) year of the provisional status is waived by the Superintendent.
 - 2) Following a RIF, if provisional status employees remain in the District, they shall have access to the displacement pool.
2. Continuing Status – employee’s contract will be pursuant to RCW 28A.405.210.
- B. Replacement Contract
1. An employee with a Personnel Contract Agreement pursuant to RCW 28A.405.900.
 2. A replacement contract will be issued to an employee replacing a certificated employee who is on leave for at least forty-five (45) days and for the duration of such leave.
 3. Each replacement contract shall identify the name of the employee replaced and the anticipated duration of leave. On request, the District shall provide the Association with a list of employees on leave and a list of employees who have been issued replacement contracts.
 4. Each replacement contract shall be subject to the provisions of this Agreement.
 5. A person on a replacement contract of forty-five (45) or more days who has received an overall evaluation rating of proficient or distinguished and who is recommended for continued employment by the evaluator will be considered for hire pursuant to Section 80.

Section 72 – Supplemental Contract

A. General Provisions

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

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

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

- a. When there is insufficient student participation to continue the assignment.
- b. The district is not obligated to offer an extracurricular assignment to an employee who is transferred to another school.

- c. An employee will not be continued in an extracurricular assignment if the assignment is not authorized. Such notification will state the reason(s) for the action. The District's decision shall not be made for arbitrary and capricious reasons.
2. When a school assignment is made based upon an extracurricular program need, the employee and the Association will be notified in writing.

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

- B. School librarians – School librarians shall be provided release time or supplemental days or a combination thereof to complete library closure activities. These days do not count toward the limit on release days requiring a substitute, unless a substitute is requested.
 1. Elementary Librarians will split their five (5) days by closing the library the last two (2) days of the school year and (3) days of supplemental days.
 2. Secondary Librarians will split their five (5) days by closing the library the last three (3) days of the school year and two (2) days of supplemental pay.

For Librarians in charge of multiple libraries, an additional two (2) days will be provided for the closure of each additional library (seven (7) days for two (2) libraries and nine (9) days for three (3) libraries), regardless of the Teacher Librarian's FTE amount. For libraries shared between two or more Librarians, the five days will be divided between the two proportional to their FTE.

Release time and/or supplemental pay will be available beginning May 1st annually.

- C. Secondary School ESA Guidance – ESA guidance staff assigned to secondary schools and alternative programs may work up to five (5) supplemental per diem days in support of guidance activities at the employee's work site annually. The days shall be scheduled in cooperation with the principal and may be worked during vacation periods, weekends, and/or other non-workdays. An additional three (3) supplemental per diem days are available to ESA guidance staff assigned to the high schools specifically to assist with scheduling prior to the start of school and at the semester break. These days will be scheduled with the approval of the principal and shall be worked during vacation periods, weekends, and/or other non-workdays. Guidance staff not planning to use all of their supplemental per diem days shall be permitted to pool their unused days for use of guidance staff in the school willing to utilize the days. The principal(s) shall collaborate with those guidance staff members willing to utilize the available pooled days to establish guidelines and work schedules for the use of the pooled days.
- D. Senior Staff Opportunity – Certificated employees who give notice of their retirement on or before March 15 prior to their retirement date shall be eligible for two (2) additional seven and on-half (7.5) hour days of work, at their per diem rate of pay, as mutually scheduled by the employee and the employee's principal/supervisor.

- E. School Psychologists – School psychologists may work up to ten (10) supplemental days at per diem based on the employee’s placement on the base salary in support of their assignments annually. Supplemental days shall be prorated based on annual FTE. The days shall be scheduled in cooperation with the psychologist’s supervisor and must be worked outside their normally scheduled work hours. School Psychologists will continue to ensure that Transfer Reviews for students are in place before the first day of school.
- F. School Nurses – School nurses may work up to ten (10) supplemental days at per diem in support of the development of health care plans and immunization work. The days shall be scheduled in cooperation with the nurse’s supervisor and must be worked outside their normally scheduled work hours. Supplemental days shall be prorated based on annual FTE. Nurses will continue to ensure that Care Plans for students are in place before the first day of school.
- G. Special Education – All certificated Special Education staff exclusive of the staffing categories referenced above may work up to three (3) supplemental days at per diem, in support of their assignments annually. The days shall be scheduled in cooperation with the special education supervisor and must be worked outside their normally scheduled work hours.
- H. Career and Technical Education (CTE) educators who advise a Career and Technical Student Organization (CTSO) or a locally developed equivalent and have submitted a Program of Work to the CTE Department may be paid for up to 60 hours per academic year at the Extra Pay for Extra Work rate. For non-recognized CTOSs or similar student leadership groups, educators must receive prior written authorization from the CTE Director, with a maximum of 45 compensated hours per academic year. Additional hours for all groups may be approved at the discretion of the CTE Department for planning, attendance, or supervision of events that support student leadership development. All requests for additional hours must be submitted at least ten (10) days in advance, with a response from the CTE Department provided within ten (10) days.

Section 73 – Teachers on Special Assignment

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

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

TOSAs will remain in the TEA bargaining unit and shall be prohibited from evaluating and making deployment decisions for other members. Information about the performance of individual members of the bargaining unit which is obtained through or by any TOSA shall not be used in the evaluation of any member or members of the bargaining unit. The District shall consult with the Association before assigning a TOSA to an administrative position in any building to which they were assigned in the previous year.

TOSAs may flex their workday as long as they work their contracted workday with approval from their administrator as outlined below.

Support before or after contract hours at a worksite for the purpose of:

- i. Leading or supporting Professional Development
- ii. Support of a student with unique educational needs
- iii. Meeting with teams to support instruction
- iv. Preparation and planning for professional development with school site staff.
- v. Mentoring teachers
- vi. Other activities identified and agreed to by the employee's administrator

Section 74 – Personnel Files

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

Section 75 – Cause

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

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

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

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

Section 76 – Equitable Treatment

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

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

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

Section 77 – Harassment and Discrimination

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

- A. Any employee who has a complaint regarding harassment may file said complaint with the employee’s direct supervisor. If the complaint is not satisfactorily resolved or if the complaint involves the supervisor, the complaint should be made to the appropriate level director.
- B. Any employee who has a complaint regarding discrimination based on race; religion; creed; color; national origin or ancestry; sex; gender identity or expression; sexual orientation; deliberate outing, deadnaming or misgendering; 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 may file said complaint provided in District Policy and Regulation 5265 and 5266. The appropriate form may be obtained from the District’s website. A copy of the form is reproduced in Appendix X of this Agreement.
- C. Employees have the right to use bathrooms and other facilities that align with their gender identity or expression, regardless of their sex assigned at birth.
- D. Preferred Names and Photos in Employer Documents. Any District computer system or document that can be viewed by the public or by a colleague should use an employee’s preferred name and preferred gender. Tacoma Public Schools will

use its best efforts to ensure that District systems and documents reflect an employee's preferred name and gender at the employee's request based solely on personal declaration. Employees have the right to request an update any photos of themselves in order to align with gender preferences. If Tacoma Public Schools is compelled by law to use an employee's legal name on certain documents or systems, in the event that this name is different than the employee's preferred name, Tacoma Public Schools will use its best efforts to keep the employee's legal name confidential. Employees may choose to include their preferred pronouns in public facing documents but are not required to do so.

- E. Tacoma Public Schools is prohibited by law from retaliating against any individual for reporting harassment or discrimination. Complaints about retaliation may also be filed under District Policy and Regulation 5265 and 5266.

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

Section 78 – Staff Diversity Plan

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

ARTICLE XI – EVALUATION AND PROBATION

Section 79 – Observation and Evaluation Procedures

- A. Philosophy of Evaluation – The District and the Association believe that evaluation is a collaborative, supportive, and continuous process meant to improve learning and instruction while enhancing job proficiency. To this end, teachers who achieve Level Four (4), Distinguished will be recognized by both the Association and the District.
- B. General Provisions:
 - 1. All employees will be evaluated within Washington State law.
 - 2. Evaluator – Employees shall be notified by November 1 by the administration as to who is responsible for their evaluation. No documentation of student growth goal(s) will be required prior to November 1.
 - 3. TEA bargaining unit members shall be prohibited from participating in the evaluation of other members of the bargaining unit. Information about the performance of individual members of the bargaining unit obtained through or by a member of the same bargaining unit shall not be used in the evaluation of any member(s) of the bargaining unit.
 - 4. A general staff meeting shall be scheduled prior to the beginning of formal observations in order to acquaint staff with the process to be followed and answer questions pertaining to the format for the observations, evaluations, the pre-and post-conferences.

5. A reassignment to a different grade level (P-K, 1-3, 4-5, 6-8, or 9-12) or subject area, or a transfer to a different building shall be noted on the evaluation record for the first (1st) two (2) years. If an employee is assigned to an area other than that of the employee's professional preparation, it may be indicated by the teacher/educational staff associate on the evaluation record during the pre-conference.
6. All unsatisfactory and basic evaluation ratings (levels one (1) or two (2)) shall be explained in writing by the evaluator at the time of the final evaluation meeting. Employees with fewer than five (5) years' experience will not be placed on probation based on a level two (2) summary score.
7. Yearly evaluations of each employee shall be completed no later than May 15.
8. Comprehensive evaluation will be used under the following circumstances:
 - a. A provisional employee shall be evaluated on the comprehensive process.
 - b. The comprehensive evaluation process shall be conducted once every six (6) years.
 - c. An employee may require that the comprehensive evaluation process be conducted in any given school year.
 - d. An evaluator may require that the comprehensive evaluation process be conducted in any given school year. If the employee's and evaluator's choice of evaluation process are in conflict, the comprehensive process shall be used.
 - e. Classroom teachers who have scored at levels one (1) or two (2) will be placed on the comprehensive evaluation.
9. Focused evaluation will be used under the following circumstances:
 - a. Classroom teachers who have scored at levels three (3) or four (4) on their annual evaluation and are not scheduled for a comprehensive evaluation on the six (6) year cycle.
 - b. Non-provisional classroom teachers will be evaluated on the focused plan five (5) out of six (6) years unless the evaluator initiates a move to the comprehensive evaluation. This must be communicated to the employee and documented prior to December 15.
10. The focused evaluation process shall be as follows:
 - a. One (1) of the eight (8) state evaluation criteria must be proposed by the teacher at the first (1st) pre-evaluation conference and approved by the evaluator.
 - b. If employees choose criterion one (1), two (2), four (4), five (5), or seven (7), they must also complete the student growth components in criterion three (3) or

six (6). If the employee chooses criterion three (3), six (6), or eight (8), no other criteria are required.

- c. The score received on the selected criterion in a focused evaluation is the score assigned as the final summative score only if it is higher than the most recent summative evaluation score.
 - d. A group of teachers may choose to collaborate on a shared goal.
 - e. Observations and conferences shall follow the guidelines set forth in the comprehensive evaluation plan.
11. For non-provisional employees, the evaluation rotation schedule for the term of this contract shall be contained in the appendices (Appendix XI).
 12. If the principal wishes to place the employee on the comprehensive evaluation process when the employee is eligible for the focused evaluation process, the principal and the employee shall meet to discuss the reasons for placement on the comprehensive evaluation process, no later than December 15. A TEA representative may be included at the employee's request.
 13. Information shall only be included in any evaluation if it has been previously addressed by the assigned evaluator during the evaluation period.

C. Observation and Evaluation Forms:

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

D. Observations

1. Prior to each formal observation(s) as outlined, an individual pre-conference is required. At this time, the evaluator and the employee will focus on the upcoming observation(s) and share learning targets aligned with the state criteria and instructional framework.
2. All employees newly employed by the District shall be observed within the first (1st) ninety (90) calendar days of the commencement of their employment for a

period of not less than thirty (30) minutes. Observation material must be completed and distributed following the procedures prescribed in C.2 of this section.

3. Third (3rd) year provisional employees will be observed three (3) times during the school year for no less than a total of ninety (90) minutes (RCW 28A.405.100).
4. In addition to the formal observation(s) required herein, the evaluator may make formal observations at any time during the school year, providing the employee has been notified prior to the evaluation. Observation notes shall be completed following each formal observation. Evaluators are expected to monitor the performance of staff through formal and informal observations. For formal and informal observations, evaluators are expected to give prompt feedback on examples of good teaching, as well as performance issues of concern, regardless of the circumstances in which the issues arose.
5. Employees may provide additional artifacts and evidence for consideration as part of the evaluation process.
6. During the school year each employee shall be observed for the purpose of annual evaluation at least twice in the performance of his/her duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. At least one (1) observation will be no less than thirty (30) minutes.
7. A series of observations must be completed within a period of six (6) workdays.
8. Within three (3) workdays, observation notes shall be provided to the employee per RCW 28A.405.100/
9. Within six (6) workdays of the completion of an observation or series of observations, a post-observation conference must be held to share perceptions and identify avenues for continued growth.
10. Non-classroom-based certificated instructional staff and ESAs will use the designated evaluation process tool.

E. Summative Evaluation

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

Section 80 – Probation Procedures

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

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

- A. **Step 1:** The evaluator will notify the employee in writing when the employee's rating(s) is(are) unsatisfactory. The evaluator and the employee shall work together to resolve the unsatisfactory condition(s) at this level per RCW 28A.405.100.
- B. **Step 2:** If, in the judgment of the evaluator, the matter is not being resolved at Step 1, then a written recommendation about the situation will be given to the employee and the Assistant Superintendent of Human Resources. That letter shall identify the deficiencies and note steps taken to resolve the problem. Having been so notified of the possibility of being placed on probation, the employee may request a meeting with the appropriate Human Resources Department administrator. The meeting will be held within five (5) days of the request.
- C. **Step 3:** If, in the judgment of the Assistant Superintendent of Human Resources, the matter is not being resolved at Step 1 or Step 2, or if the Assistant Superintendent of Human Resources, after insuring that reasonable efforts have been made to assist the employee, deems the situation to be of such nature that it be referred to the Superintendent immediately, the Assistant Superintendent shall summarize the situation, in writing to the Superintendent, with a copy to the employee.
- D. **Step 4:** If, in the judgment of the Superintendent, the matter has not been resolved at Step 2 or 3, and the employee's performance is still deemed unsatisfactory, the Superintendent may either involuntarily transfer the employee or place the employee on probation by following the procedures listed below, unless otherwise prohibited by law.
 - 1. The employee may be placed on probation by the Superintendent any time after October 15 for a period of sixty (60) school days and shall be notified in writing of stated areas of deficiencies, along with recommendations for improvement. During the period of probation, the employee may not be transferred from the supervision of the original evaluator.
 - 2. The original evaluator and an evaluator appointed by the District and agreed to by the Association shall meet with the employee at least twice per month to supervise and make written evaluation of progress of the employee.
 - 3. The probationary status may be lifted at any time if satisfactory improvement of stated deficiencies has been documented, but not later than May 15 of each school year.
 - 4. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from the assignment and placed into an alternative assignment for the remainder of the school year or, at the District's option, be placed on paid leave for the balance of the contract term. This reassignment may not displace another employee, nor may the

District's action adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year.

ARTICLE XII – ASSIGNMENT AND TRANSFER

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

Section 81 – Terms

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

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

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

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

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

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

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

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

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

Section 82 – New School Assignments

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

- B. Principals or program administrators may involve staff members in determining general assignment or deployment schedules for the upcoming school year, and such teams may create an initial assignment or deployment schedule based on employee preferences. However, the final assignment or deployment schedule is the responsibility of the principal or program administrator. If it becomes necessary to make reassignments due to staffing or student enrollment changes or other building needs, the principal or program administrator will make those assignment decisions based on individual qualifications and/or preferences.
- C. Before assigning or deploying an employee to a position other than one (1) of the preferences selected by the employee, or if the assignment preference form was not distributed to employees and an employee's assignment or deployment is to be changed, the principal/program administrator will first call a meeting of affected employees to examine options. This step is not necessary if an employee did not submit a preference form.
- D. End of Year: Employees shall be notified of the final teaching assignments as soon as possible, but no later than the Friday before the last day of school. If a change is made subsequent to the final notice, employees, including District-deployed staff, affected by the change will be notified of the change and the reason as soon as possible. Employees assigned to move schools will be provided with appropriate packing material and moving resources to move instructional materials to the new building. Impacted staff will follow the District moving procedures outlined by the Maintenance and Operations office and will pack all their instructional materials prior to the last day of school and the District will move instructional materials to the new school. For in-building classroom moves, impacted staff will work directly with their building administrator to coordinate in-building support to relocate instructional materials to the new classroom. Staff who are required to move locations either through displacement or administration direction will be given a \$100 stipend.
- E. Fall: Staff reassigned after the first (1st) day of school will receive up to two (2) days of release time for preparation. Staff unable to utilize release time shall be paid at per diem. The District will provide support for moving instructional materials and supplies.
- F. Semester: Staff experiencing changes of assignment, classroom, or subject area at semester will be advised of changes by January 15.
- G. Upon request, the principal/program director will meet with an employee or employees whose assignment(s) have been changed to discuss the reasons for the change(s).
- H. Every effort will be made to avoid requiring a secondary school teacher to teach more than two (2) subject areas, more than three (3) preparations, or any courses outside the area of endorsement, including online classes.
- I. District-deployed employees shall be notified of their assignments for the following school year by the Friday before the last day of school annually. Adjustments due to changes in student placement, academic and behavioral characteristics of students, related service needs, and program location will be made by October 15 annually. In unforeseen circumstances where an extension is necessary, the District will notify the Association with the rationale, and a new

deadline will be established. The District will provide the Association with a quarterly report of FTE to caseload ratios for all District-deployed staff. Upon request, said report may be supplied more frequently.

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

- 1. District Deployed Staff are educators who are assigned to district sites, typically based upon FTE and identified need at individual sites. These staff members are District deployed: elementary specialists, multi-lingual teachers, TOSAs, SLPs, PTs, OTs, school psychologists, audiologists, nurses, TVIs, sign language interpreters, instructional coaches, and K-3 collaboratives

Deployment Procedures:

- a. Team Leads will collaborate with relevant District supervisors to assign staff to building sites. Staff preference and current placement will be priority factors with assignment.
 - b. Should a building administrator request replacement of a District Deployed Staff member, they must communicate this preference to the employee and relevant District supervisor in writing. This communication must include rationale for re-deployment of the employee.
 - c. Department Team Leads will collaborate with the relevant District supervisor to assign staff to building sites based upon building needs, staff strengths, and staff preferences.

Section 83 – General Procedure for Open Positions

For positions which are open, the following apply:

- A. Successful applicants for open positions shall be assigned in accordance with the certification they hold as described by current state regulations.
- B. Staff will participate in the staffing process by assisting in the preparations of position postings, participating in interviews, and making recommendations. At least one staff member from the Bargaining Group, and when available, that staff member will be from the appropriate work group, shall be on the interview team. The principal will

have the responsibility to make the final recommendation to Human Resources. Interviews shall be scheduled before or after the student day to ensure the related staff can be on the interview team when staff are not available during the day.

- C. The District and the Association will review all open positions. Postings shall include the reason for the vacancy.
- D. The District will post all positions (by specific job title and duties, specific building locations, specific open and targeted closing dates, and specific contract type) on the District website.
- E. An employee interested in transferring to an open position must complete the online application process on the District website. Employees may indicate their preferred grade levels and buildings on their application. This form will be logged in by date and time, which will be certified by the Human Resources Department.
- F. An open position will be filled within fifteen (15) workdays of the establishment of the interview pool unless a waiver is obtained from the Association and District.
- G. The Association may request an appeal in writing to the Assistant Superintendent of Human Resources, to seek clarification regarding the qualification criteria for any open positions. No posted position shall be filled if such an appeal has been filed until such time as the appeal has been resolved.

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

- H. Any position determined through the grievance process to have been filled contrary to the terms of this contract will be opened within fifteen (15) days of such determination, with the date of transfer of the successful applicant to be at the discretion of the successful applicant and administrator.
- I. The Human Resources Department will notify the appropriate administrator of the names of the following qualified (those individuals having appropriate endorsements and meeting highly qualified standards where required by the District in accordance with federal and state requirements or with a plan approved by the Assistant Superintendent of Human Resources to achieve highly qualified status) applicants for an interview:
 - 1. Three (3) most senior applicants defined by the collective bargaining agreement, and
 - 2. One (1) qualified applicant who has been displaced during the current year, and
 - 3. An applicant of the District's choice, which could include the temporary incumbent, if applicable (a person presently in the position that was filled after the school year began).

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

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

- K. The successful applicant for an open position shall have two (2) days to accept or reject the position. Once an employee accepts a position, said employee may not apply for another open position effective that same school year. Positions obtained under Displacements, are not restricted by this paragraph.
- L. The Human Resources Department, in consultation with the appropriate administrator and the employee, will establish the beginning date for the position. Positions opened after August 31 will be filled by a long-term substitute or employee on a replacement contract until the next September, when the successful applicant will begin.
- M. All employees who are interviewed for an open position will be notified by the Human Resources Department within five (5) workdays after the open position has been filled. Such notification shall include the name of the employee selected and the factors which led to the selection.
- N. On request, the most senior applicant(s) not selected for a position will be notified of the specific reasons in writing. Additionally, if an external candidate is hired over an internal candidate the District will notify the Association of the rationale.

Section 84 – Timeline Procedure for Filling Positions

The District will not fill open positions occurring at the following times as described below:

- A. Outside the staffing season will run June 21 through February 28. Outside the staffing season positions should be filled using the process in Section 84.I.
- B. The staffing season will run March 1 through June 20. During the staffing season positions should be filled using the following process:
 - 1. The Human Resources Department will notify the appropriate administrator of the names of the following qualified (those individuals having appropriate endorsements and meeting highly qualified standards where required by the District in accordance with federal and state requirements or with a plan approved by the Assistant Superintendent of Human Resources to achieve highly qualified status) applicants for an interview:
 - a. The two (2) most senior applicants defined by the collective bargaining agreement and
 - b. Two (2) qualified applicants who have been displaced during the current year, and
 - c. An internal applicant of the District’s choice, which could include the temporary incumbent
 - d. if applicable (a person presently in the position that was filled after the school year began)

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

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

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

Section 85 – Supplemental Conditions

- A. The District may fill up to five (5) open positions per year based upon extracurricular assignments. Such positions shall be posted pursuant to Section 84, General Procedures for Open Positions, by listing the extracurricular assignment as the open position; such positions shall include full time teaching assignments at the same school.

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

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

Section 86 – Displacement

- A. Displacement means the involuntary transfer of a District staff member due to a loss of building FTE or a reduction in building/categorical allocation. Displaced staff will retain their continuing contract status, pay, and benefits.
- B. Displacements shall not be made arbitrarily or capriciously but will be based on staffing needs.
- C. Both spring and fall displacements shall be determined by Washington State seniority, using certification and area of endorsement. The District will involuntarily transfer the least senior employee within the staffing category; provided, however, an employee will not be involuntarily transferred if another employee volunteers to transfer.
- D. No member shall be displaced more frequently than once in any 3 consecutive school years. Every effort shall be made to avoid transferring District-deployed staff two years in a row. Staff who are in their first 2 years of teaching shall be exempt from displacement.
- E. No member shall be displaced who is currently on a Plan of Improvement.
- F. Upon displacement, the District shall involuntarily transfer staff members in order of seniority, in the areas of endorsement, and with the building master schedule/grade levels needed to an appropriate placement. All efforts will be made to collaboratively work with the displaced employee to determine the best placement. Displaced staff will retain the option to apply for other open positions.
- G. Written notification of displacement shall be provided to impacted staff prior to May 15th. Staff subject to displacement after May 15th shall receive written notice by June 30. The Association shall be informed prior to impacted staff.
- H. Employees who have been displaced shall have the right to return to their former position if reinstated, or a position for which they are qualified at the former worksite, for a position of twelve (12) months from the last day of the school year during which they were displaced. In the event that such a position becomes open, the District shall

offer the position to the employee. The employee will then have forty-eight (48) hours in which to accept or decline the position. In the event that the employee opts not to return, the employee will only be considered for subsequent openings consistent with the applicable Assignment and Transfer provisions, Article XII, of the Agreement.

Section 87 – Involuntary Transfer

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

Section 88 – School Closures, Changes in School Attendance Boundaries, or Grade Level Reorganization between More than One (1) Site

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

- F. Displaced employees not selected for open positions at receiving schools shall be subject to displacement as set forth in Section 87.
- G. Available positions for which no displaced employees apply shall be posted and filled in accordance with Section 84, General Procedures for Open Positions.

Section 89 – Opening/Reopening a New School

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

- A. The Superintendent shall place on file in the Human Resources Office the proposed organizational plan of the school as soon as it is available but no later than March 1.
- B. The organizational plan shall set forth the number of positions at the new site together with required qualifications for each position.
- C. Once a principal has been named by the Superintendent, he or she shall establish a core team comprised of current employees selected from the District at large. The core team shall engage in such preparations as needed including the selection of remaining employees to fill available positions as set forth herein.
- D. All other positions made available by the newly opened school will be made available first (1st) to displace employees from the school(s)/site(s) transferring students to the new school as set forth in Section 89.
- E. Available positions for which no displaced employees apply shall be posted and filled in accordance with Section 84, General Provisions for Open Positions.

ARTICLE XIII – LAYOFF AND RECALL

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

Section 90 – Selection of Staffing Categories for Layoff and Recall

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

Section 91 – Staffing Categories for Layoff and Recall

- A. Teaching Staff – Elementary (K-5):
 - 1. Certification: An employee shall possess an appropriate valid Washington state teaching certificate other than a temporary or emergency certificate that authorizes the holder thereof to teach at the elementary level, as per WAC 181.82.

2. Preference for a position of librarian or media specialist will be given to an employee who has successfully completed a program in library/media science or who is in the process of taking/completing such a program.
- B. Teaching Staff Middle and High School Levels (6-8; 9-12) – Certification – An employee shall possess an appropriate valid Washington State teaching certificate, other than a temporary or emergency certificate, that authorizes the holder thereof to teach at the secondary level in identified subject areas, as per WAC 181.82.
- C. Education Support Associates (Preschool-12)
 1. Definition: The Education Support Associates (ESAs) shall include psychologists, counselors, nurses, speech language pathologists, physical therapists, occupational therapists, librarians and other areas of special certification.
 2. Certification: An employee shall possess the special credential or certification, and highly qualified status required for the particular position, as per Chapter 181-82 WAC.
- D. Special Education Staff (Preschool-12) – Definition – The special education staff shall include teachers of special education and other areas of special certification. An employee must satisfy the qualification criteria for the position required by Chapter 181-82 WAC.

Section 92 – Tie Breakers

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

Section 93 – Layoff

- A. All employees for whom no position is available shall be placed in the District layoff pool. An individual may remain in the layoff pool for no more than two (2) school years (ending August 31) following the employee’s layoff.
- B. Notice shall be given in the manner and at the time required by law to every employee who is affected by the layoff. The District shall make every effort to provide the Association with a listing of all employees to be laid off seventy-two (72) hours prior to Board notification.
- C. Performance of employees shall not be a factor in determining the order of layoff.
- D. Under such terms and conditions as may be imposed by the various insurance carriers, individuals in the District layoff pool may continue all or part of their group insurance benefit programs by payment, in advance, of the premiums for such insurance.

- E. All individuals in the layoff pool shall, upon request, be placed on the substitute teacher list following layoff and shall receive priority consideration for substitute assignments.
- F. Individuals in the District's layoff pool shall receive priority consideration for assignment to temporary contracted positions. The acceptance of a temporary contracted position shall not remove the individual from the District layoff pool.

Section 94 – Recall

- A. As positions become available, the District shall reinstate qualified individuals from the layoff pool, using the criteria specified above in Sections 93, Tie Breakers, and 94, Layoff.
- B. The District may hire new employees only where there is no individual in the layoff pool who meets the certification, endorsement and highly qualified standards specified for the available position.
- C. Individuals who obtain additional certification, qualifications, highly qualified status (where applicable), or college preparation while in the layoff pool shall be entitled to update their records with the Human Resources department. An individual in the layoff pool may change the designation of categories during the first (1st) week in December of each year. In filling a vacancy, the most recent category designation and certification, qualification, highly qualified status (where applicable), and college preparation information on file in the Human Resources department shall be determinative.
- D. An individual in the layoff pool shall have twenty-four (24) hours to respond following actual notice by telephone, other electronic media, in person, or in writing of an offer of recall. If the individual fails to respond, the individual's name shall be passed over for the position. If the individual fails to respond a second (2nd) time to an offer of recall, the individual's name shall be placed at the bottom of the seniority list for the layoff pool in the categories designated.
- E. An individual in the layoff pool shall have the right to reject one (1) offer of recall. If an individual in the layoff pool rejects a second (2nd) offer of recall, the individual's name shall be placed at the bottom of the seniority lists for the layoff pool in the categories designated.
- F. Where a position offered for recall has been rejected by all of the qualified individuals in the layoff pool, the District shall assign the position to the qualified individual holding the lowest position on the appropriate seniority list. Failure to accept such an assignment shall constitute forfeiture of all recall rights.
- G. The District will notify the Association, in writing, of all employment offers made to individuals in the layoff pool and the final outcome of such offers.

Section 95 – Involuntary Transfer Following Layoff

- A. In completing staff assignments for the school year in which a reduction-in-force occurred, the District will attempt to maintain each employee who is retained in the employee's current school or field or level or position; provided, however, that all

employees retained are subject to involuntary transfer within their certification and endorsements.

- B. All authorized positions not held by an incumbent, after application of the criteria, shall be deemed vacant and shall be posted for a period of five (5) days for filling from the retained employees.
- C. At the expiration of the posting period, all applicants among the retained employees shall be considered for the positions for which they applied within the staffing categories previously chosen.

ARTICLE XIV – GRIEVANCE PROCEDURE

Section 96 – Definition

A grievance is a claim based upon an alleged violation of this agreement, written District policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an employee by an administrator. A Grievant shall mean an individual employee, group of employees within a building or program, or the Association (as defined the below Section).

Section 97 – Procedure

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

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

- A. **Level I** – An employee with a grievance shall discuss the grievance first with the employee’s immediate supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. An Association representative may be present at the employee’s request. The supervisor will respond to the grievance in writing within ten (10) business days.

If a Level I grievance is not resolved, the Grievant has thirty (3) business days to file a Level II grievance

- B. **Level II** – In the event that the grievance is not resolved informally, it shall be reduced to writing by the grievant and presented to the immediate supervisor; no later than thirty (30) business days after the Level 1 grievance response.
 - 1. Upon receipt, the supervisor shall arrange a meeting with the Grievant to discuss the written grievance, which should be held within ten (10) business days.
 - a. The Grievant and an Association representative (at Grievant request) will be present at the meeting.

- b. If the Association is not in attendance, they may be notified of the Level II meeting by the supervisor.
 2. Within ten (10) business days after the meeting, the supervisor shall render a decision thereon, in writing, and present it to the Grievant and Association.
 - C. **Level III** – If the Grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered as outlined in Section 98 B. 2 the Grievant may file the grievance in writing to the Superintendent or designee within ten (10) business days; with a copy sent to the administrator and the Association.
 1. The Superintendent or designee shall represent the administration at this level of the grievance procedure. Within ten (10) business days after receiving the written grievance, the Superintendent, or designee shall establish a meeting date with the aggrieved in an effort to resolve the grievance. When a grievance hearing is held at Level III and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the Grievant and approved by the District.
 2. If a Level III grievance is not filed in writing with the Superintendent within ten (10) business days after a Level II decision has been received in writing, then the grievance shall be waived. The decision from Level III shall be in writing and delivered to the Grievant and the Association. If the Grievant/Association is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) business days after the meeting with the Superintendent, or designee the Grievant/Association may file a Level IV grievance.

D. **Level IV**

Mediation:

If the Association is not satisfied with the disposition of the grievance at Level III, or if no written decision has been received within the time limits described in Level III, then the grievance may be referred to mediation at the option of the Association. Mediation can be requested at Level IV.

- a. The district and the Association must mutually agree to engage in mediation.
- b. The Association must notify the district within ten (10) business days of the conclusion of the Level III grievance decision of the Association's desire to refer the Level IV grievance to mediation.
- c. The district shall respond to the Association of their agreement or disagreement within ten (10) business days after receipt of the Association's written request.
- d. Both parties will agree to a 3rd party mediator and all others terms that are applicable
- e. Any costs for the services of mediation shall be shared equally by the District and the Association.
- f. If both parties agree or disagree to mediation, it does not limit nor deny the ability to advance the Level IV grievance to arbitration. If both parties do not mutually agree to the mediation outcome it does

not limit nor deny the Associations ability to advance to Level IV grievance arbitration.

Arbitration:

1. If the Grievant/Association is not satisfied with the disposition of the grievance at Level III, the Association may, within ten (10) business days after the decision is rendered, submit the grievance to arbitration.
2. Grievant/ Association Option – At the Grievant/Association's option, a grievance may be submitted in writing to the School Board prior to a request for arbitration, if the Grievant/Association is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) business days after the meeting with the Superintendent designee. The President of the School Board shall review the grievance appeal and shall determine whether or not a Board level grievance appeal shall be held. If the Board level grievance appeal is not held, the President of the Board shall reply to the Grievant/Association in writing within five (5) days.
3. The Association may request a list of arbitrators from the Federal Mediation and Conciliation Service. The District and the Association will select an arbitrator by alternately striking names from the list until an arbitrator is determined. As an alternative, the Association may submit the grievance to arbitration through the American Arbitration Association (AAA). If the AAA is used, the parties will be bound by the voluntary rules and procedures of the AAA for the selection of the arbitrator.
4. The arbitrator shall confer promptly with the representatives of the Board and of the Association, review the record of prior meetings and hold such further hearings as deemed necessary.
5. The arbitrator will have the authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings, or if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.
6. The arbitrator's findings shall be submitted in writing as soon as possible to the Board and the Association and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
7. Any costs for the services of the arbitrator shall be shared equally by the District and the Association.
8. Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or the postponement, unless the District and the Association mutually agree to other arrangements in reaching a settlement to the grievance.

Section 98 – Supplemental Conditions

- A. Exclusive representations for a grievant shall be through the Association except for an employee who may elect self-representation.
- B. There shall be no reprisal by the Association, the District or its employees by reason of the involvement of any person in the grievance procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.
- D. A grievance may be lodged by the Association.
- E. All grievances must start at the lowest level and must complete that level before advancing to the next level (unless a timeline is previously missed). In the event that a grievance at level 1 cannot be resolved without district resources and/or the alleged issue causing the alleged grievance has been identified at multiple sites, the grievant(s) and Association will work with the District to initiate the grievance at the higher level.
- F. For certificated employee grievances, the arbitrator shall have no power or authority to rule on any of the following:
 - 1. The termination of services or failure to reemploy any provisional employee.
 - 2. The termination of services or failure to reemploy any employee to a position on supplemental salary schedule.
 - 3. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect or reduction in force.
- G. Upon request, the Board agrees to provide necessary information to a designated representative of the Association.

AGREEMENT

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

FOR TACOMA SCHOOL DISTRICT NO. 10

Korey Strozier, President
Board of Directors

Date

FOR TACOMA EDUCATION ASSOCIATION

Angel Morton, TEA President

Date

MEMORANDUM OF UNDERSTANDINGS

Incentive Supplemental Contract

MEMORANDUM OF UNDERSTANDING

This MOU shall be deemed made and entered into this 22nd day of August 2024, by and between the Tacoma Public School District ("TPS") and the Tacoma Education Association ("TEA").

- 1.1. TEA and TPS are parties to a Collective Bargaining Agreement ("CBA"), with a term of September 1, 2022 through August 31, 2025.
- 1.2. On May 13, 2024, a question was asked in regard to payments for supplemental days for Special education staff listed in the CBA under Section 73 - Supplemental Contracts.

2. Terms and Conditions

Outlined below is section 73- Supplemental Contract of the CBA. Within the CBA there is language of which positions are to be paid a per diem using base salary to calculate rates (paragraphs C, D, G, and H) Additionally, the contract states that other supplemental contracts are paid per diem using a base + personal Responsibility Stipend (PRS) calculation (paragraph F).

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

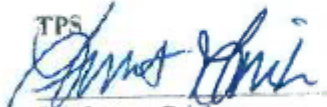
D. Middle School ESA Guidance – At the middle schools, four (4) supplemental per diem, based on the employee's placement on the base salary schedule, days shall be allocated to each ESA guidance staff member.

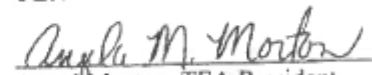
In the event an individual staff member chooses not to utilize the supplemental allocation, any unused days may be utilized by other guidance staff assigned to the school.

TPS and TEA
MOU re Section 73
1 Page

- F. School Psychologists – School psychologists may work up to ten (10) supplemental days at per diem, based on the employee’s placement on the combined salary schedule (base + personal responsibility stipend), in support of their assignments annually. Supplemental days shall be prorated based on annual FTE. The days shall be scheduled in cooperation with the psychologist’s supervisor and must be worked outside their normally scheduled work hours. School Psychologists will continue to ensure that Transfer Reviews for students are in place before the first day of school.
 - G. School Nurses – School nurses may work up to ten (10) supplemental days at per diem (base only) in support of the development of health care plans and immunization work. The days shall be scheduled in cooperation with the nurse’s supervisor and must be worked outside their normally scheduled work hours. Supplemental days shall be prorated based on annual FTE. Nurses will continue to ensure that Care Plans for students are in place before the first day of school.
 - H. Special Education – All certificated Special Education staff exclusive of the staffing categories referenced above may work up to three (3) supplemental days at per diem, (base only), in support of their assignments annually. The days shall be scheduled in cooperation with the special education supervisor and must be worked outside their normally scheduled work hours.
3. Other Terms and Conditions
- 3.1 Through examination, it has been determined that all supplemental contracts outlined in the CBA used base + PRS to calculate per diem rates.
 - 3.2 Consequently, TPS is seeking this amendment with the request to continue to calculate per diem using the base + PRS calculation for all supplemental contracts irrespective of verbiage indicating only base.
 - 3.3 TPS is communicating with Union regarding this current practice as information only since no action is needed.
 - 3.4 Entire Agreement- This Agreement constitutes the entire understanding of the parties as to the subject matter hereof, and shall not be modified or added to, except by written agreement executed by the parties.
 - 3.5 Non-Precedent Setting. This Agreement shall not be interpreted to create a past practice or precedent.

IN WITNESS WHEREOF, the parties shall be deemed to have executed this Agreement on the date first above written.

TPS

Dr. Forrest Griek
Director of Labor Relations
Date of Signature: 8/22/24

TEA

Angel Morton, TEA President
Date of Signature: 8/22/24

MEMORANDUM OF UNDERSTANDING

For the 2025-2026 school year only, those certificated employees who received a New Professional Signing Bonus during the 2024-2025 school year per the terms of Section 21, Paragraph E, Sections a.i. through a.v. shall receive a supplemental contract in the amount between \$700 and \$1000 to complete the terms of the New Professional Signing Bonus.

The Memorandum of Understanding will be in effect through August 31, 2026 for the District.

Tacoma Public Schools

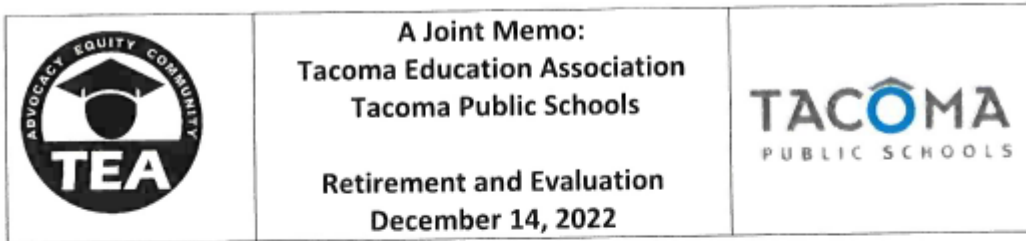
Teacher Education Association

Renee Trueblood, Assist. Superintendent
Human Resources

Angel Morton, TEA President

Date: _____

Date: _____



Section 80 of the Collective Bargaining Agreement (CBA) provides for Observation and Evaluation procedures. In addition, Washington State Law RCW 28A.405.100 outlines the minimum criteria for the evaluation of certificated employees. Section 73(E) provides staff an opportunity to receive an additional benefit for providing notice of retirement before March 15.

In order to clarify the parties' intent of complying with evaluation requirements and to show respect for an employee's retirement decision, Tacoma Education Association and Tacoma Public Schools agree as follows:

- 1) If a certificated employee provides the District with written notice of retirement using the District-approved form before March 15; and
- 2) If the employee's retirement has been identified on the Human Resources personnel report to the Board of Directors and subsequently approved by the Board; and
- 3) If the employee agrees that they have waived any right to rescind such retirement; then
- 4) The parties agree that the employee will be considered a "retiring employee."

The parties agree that a retiring employee will not:

- 1) Receive a contract for employment for the next school year;
- 2) Be considered a continuing employee;
- 3) Be considered an employee for purposes of RCW 28A.405.100(3)(b); and
- 4) Be evaluated under Section 80 of the CBA.

In partnership,



Penny Cramer
 President
 Tacoma Education Association


 Renee Trueblood (Jan 4, 2023 17:08 PST)

Renee Trueblood
 Assistant Superintendent, Human Resources
 Tacoma Public Schools

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated February 26, 2025, is an agreement between the Tacoma Public School District ("District") and the Tacoma Education Association ("TEA") regarding the District calendar.

1. Background

- 1.1 The District and TEA are parties to a Collective Bargaining Agreement ("CBA") with a term of September 1, 2022, through August 31, 2025.
- 1.2 In order to obtain staff and community input as required by the CBA, Section 45, the District conducted a calendar survey of families and staff in December 2024.
- 1.3 The survey results indicate a strong preference for ending the school year before the Juneteenth holiday.
- 1.4 The survey results also indicate a strong preference for teachers to conduct Professional Development days before the Labor Day holiday.
- 1.5 The District's draft teacher and student calendars for the 2025-2026 school year has the school year ending after the Juneteenth holiday.
- 1.6 The District's new finance system, Focus, allows more flexibility to start teacher contracts before the 1st of September.

2. Terms and Conditions

- 2.1 The parties agree to the attached calendar for the 2025-2026 school year only.
- 2.2 The parties agree that certificated staff contracts will be issued effective August 20, 2025, for the 2025-2026 school year only.
- 2.3 The parties agree that the two Professional Development days as provided for in Section 43.C.1 will be scheduled after August 20 and before the Labor Day holiday.
- 2.4 The parties agree to the following changes to the CBA for the 2025-2026 calendar year only:

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

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

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

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

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

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

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

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

- H. When possible, if the objectives of paragraphs A-G are met, and if all other CBA and legal requirements are met, then if Veterans' Day falls on a Tuesday, the preceding Monday will be a non-student day and if Veterans' Day falls on a Thursday, the following Friday will be a non-student day.

3. Other terms and conditions:

- 3.1 This agreement constitutes the entire understanding of the parties as to the subject matter hereof, and shall not be modified or added to, except by written agreement executed by the parties.
- 3.2 This agreement shall not be interpreted to create a past practice or precedent.

IN WITNESS THEREOF, the parties shall be deemed to have executed this Agreement on the first date above written:

FOR TACOMA PUBLIC SCHOOLS

FOR TACOMA EDUCATION ASSOCIATION


Renee Trueblood (Feb 26, 2025 13:56 PST)


Angela M Morton (Feb 26, 2025 14:31 PST)

Renee Trueblood
Assistant Superintendent, HR

Angel Morton
President

MEMORANDUM OF UNDERSTANDING

Regarding the Addition of Duties to the Secondary Counselor Roles Between Tacoma School District and Tacoma Education Association

This Memorandum of Understanding (MOU) is entered into by and between the **Tacoma School District (TPS)** and the **Tacoma Education Association (TEA)**. The purpose of this agreement is to outline the terms regarding the addition of High School and Beyond Navigator responsibilities to secondary school counselor roles starting in the **2025-2026** school year.

Background

Secondary Counselors currently support students through academic advising, emotional and mental health support, crisis intervention, and college and career planning. The addition of new responsibilities to help students navigate High School and Beyond planning limits the time available for direct student services. While Secondary counselors are committed to supporting students, it is necessary to set clear boundaries to ensure the continued effectiveness of counseling services.

Agreement

1. Implementation

- a. The additional duties added to the middle and high school-(Secondary) counselor job descriptions will be implemented for the 2025-2026 school year and will be reviewed with TEA in the future prior to any changes.
- b. Applicable duties are outlined in the 2025-2026 TPS Secondary Counselor job description.

2. Defined Counselor Responsibilities

- a. The District and Association understand that there is an ebb and flow to counselor priorities based on student and school community needs. The District recognizes that Counselors have the education and expertise to prioritize their work for maximum efficiency and Principals will collaborate with Secondary Counselors on setting these priorities.

3. Training for Secondary Counselors

- a. Prior to the start of the school year, training will be provided to all Secondary counselors on the requirements of the High School and Beyond Plan and the Schoolinks platform.

4. Review Process

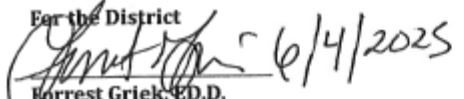
- a. To assess if this model is sustainable for continuation, a Peer Review of Individual Workloads will be conducted in three high schools and one middle school to assess the impact of the new responsibilities on Secondary counselor workloads; the review will be administered In November and April of the 2025-2026 school year.

- b. Feedback will be gathered from secondary counselors through surveys and collaborative discussions to assess feasibility and effectiveness.
- c. Representatives from the District and Association, including five secondary counselors, will meet in **May** to review the impact of the added duties and discuss possible adjustments.

5. Duration

This MOU shall remain in effect for the **2025-2026** school year. A formal review process will determine any next steps. This agreement may be amended at any time by mutual consent of both parties. This MOU is **non-precedent setting**.

For the District

 6/4/2025
Forrest Griek, ED.D.
Director of Labor Relations &
Whole Educator Support Human Resources

For the Association:

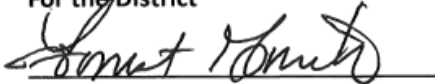

Angel Morton
President -Tacoma Education Association

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the **Tacoma School District (TPS)** and the **Tacoma Education Association (TEA)**. The purpose of this agreement is to codify a mutual commitment from TEA and TPS to study the application of making changes to Medicare Billing and changing to a Trimester to Semester Calendar.

This MOU shall remain in effect for the **2025-2026** school year. A review process will determine any next steps. This agreement may be amended at any time by mutual consent of both parties. This MOU is **non-precedent setting**.

For the District

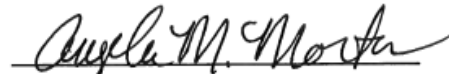


Forrest Griek, Ed.D.

Director of Labor Relations &

Whole Educator Support Human Resources

For the Association:



Angel Morton

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 follows:

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:

- Technology:

- Legal Office:

- Purchasing:

- Budget/Finance:

Print and sign your name:

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.

Appendix IV - 2025-2028 Salary Schedules

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 Collective 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 a 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: _____
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 align="center">TACOMA SCHOOL DISTRICT NO. 10 Contract</p>	<p 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</u>, and 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]]
[[6: Supplemental Contract Description]]	[[6: Supplemental Contract \$]]	[[6: Supplemental Contract Facility]]	[[6: Supplemental Contract Begin Date]]	[[6: Supplemental Contract End Date]]	[[6: Supplemental Contract Issue Date]]
[[7: Supplemental Contract Description]]	[[7: Supplemental Contract \$]]	[[7: Supplemental Contract Facility]]	[[7: Supplemental Contract Begin Date]]	[[7: Supplemental Contract End Date]]	[[7: Supplemental Contract Issue Date]]
[[8: Supplemental Contract Description]]	[[8: Supplemental Contract \$]]	[[8: Supplemental Contract Facility]]	[[8: Supplemental Contract Begin Date]]	[[8: Supplemental Contract End Date]]	[[8: Supplemental Contract Issue Date]]
[[9: Supplemental Contract Description]]	[[9: Supplemental Contract \$]]	[[9: Supplemental Contract Facility]]	[[9: Supplemental Contract Begin Date]]	[[9: Supplemental Contract End Date]]	[[9: Supplemental Contract Issue Date]]
[[10: Supplemental Contract Description]]	[[10: Supplemental Contract \$]]	[[10: Supplemental Contract Facility]]	[[10: Supplemental Contract Begin Date]]	[[10: Supplemental Contract End Date]]	[[10: Supplemental Contract Issue Date]]

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	
<p>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.</p>	
I was discriminated based on the following protected class(es):	
<input type="checkbox"/> Age	
<input type="checkbox"/> Color	
<input type="checkbox"/> Creed	
<input type="checkbox"/> Gender Identity or Expression	
<input type="checkbox"/> Marital Status	
<input type="checkbox"/> National Origin or Ancestry	
<input type="checkbox"/> Pregnancy	
<input type="checkbox"/> Race	
<input type="checkbox"/> Religion	
<input type="checkbox"/> Sensory, Mental, or Physical Disability	
<input type="checkbox"/> Sex	
<input type="checkbox"/> Sexual Orientation	
<input type="checkbox"/> Use of a Trained Dog Guide/Service Animal by a Person with a Disability	
<input type="checkbox"/> 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

AGREEMENT

Between the



Board of Directors

and the

**Membership of the Tacoma Education
Association**



Unified Collective Bargaining Agreement

September 1, 2025 – August 31, 2028

TACOMA SCHOOL DISTRICT #10

BOARD OF DIRECTORS

Korey Strozier, President
Chelsea McElroy, Vice President

Enrique Leon
Elizabeth Bonbright
Lisa Keating

SUPERINTENDENT

Joshua J. Garcia

Tacoma School District No 10

P.O. Box 1357

Tacoma, WA 98401-1357

(253) 571-1000

TACOMA EDUCATION ASSOCIATION

BOARD OF DIRECTORS

Angel Morton, TEA President

Michael Williams, TEA Vice President

Margaret Ross, Treasurer

Jennifer Boutell, Secretary

Dammian Tucker, Stadium Zone Representative

Jennifer Vandever, Lincoln Zone Representative

Tiffany Rossien, Foss Zone Representative

Mary Rowe, Mt. Tahoma Zone Representative

Kathy Woodard, Silas Zone Representative

Danita Kiourkas, Office Professional Representative

Meagan Lopez, Professional Technical Representative

Mark Craypo, WEA Board Director

Megan Capes, WEA-PAC Manager

Tacoma Education Association
3049 South 36th Street., Suite 300
Tacoma, WA 98409

(253) 565-4411

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PREAMBLE

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

Both parties hereto agree as follows:

ARTICLE I – CONTRACT IMPLEMENTATION

Section 1 – Definitions

Association – the Tacoma Education Association (TEA)

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

District – Tacoma School District No. 10 or its authorized representatives.

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

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

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

Section 2 – Anti-Bias and Nondiscrimination

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

Section 3 – Recognition

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

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

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

Section 4 – Agreement Duration and Reopeners

- A. Duration – the Agreement and each of its provisions is binding and effective from September 1, 2025 to August 31, 2028.
- B. Financial Reopeners – In the event that there is a significant loss of revenue to the District resulting from a levy failure, legislative action, regulatory or agency action, or passage of an initiative or referendum, the parties shall reopen applicable sections of the Agreement within thirty (30) calendar days.
- C. Reopeners
 - 1. Either party may reopen any provision of the Agreement exclusive of Section 21.A Salary Guides, with written notice by March 1 annually provided that the Labor-Management Committee process as specified in Section 15 Labor-Management Meetings, has determined that the contract amendments are in the best interests of the District and the Association.
 - 2. In addition, the parties may open applicable sections of the Agreement to implement task force and committee recommendations as provided for in the Agreement.
 - 3. Either Party may reopen the Agreement sixty (60) days prior to August 31 of the current contract year for the purpose of negotiating changes to the salary schedule.

Section 5 – Status of the Contract

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

Section 6 – Conformity to Law

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

Section 7 – Rights of the Board

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

Section 8 – Distribution of the Contract

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

Section 9 – Bargaining a New Contract

- A. Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party. The first (1st) meeting shall be held within ten (10) school days after March 1.

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

ARTICLE II - BARGAINING UNIT PRIVILEGES

Section 10 - Association Leaves

- A. TEA President – the Board agrees to provide a leave of absence with pay to the President of the TEA during the President’s term of office. TEA will reimburse the District a sum equal to the salary, PRS, Optional Days, all benefits, and other compensation of the President.
- B. TEA Vice-President – The Board agrees to provide a leave of absence with pay to the Vice-President of the TEA during the Vice-President’s term of office. TEA will reimburse the District a sum equal to the salary, PRS, Optional Days, all benefits, and other compensation of the Vice-President.
- C. Such leave and reimbursement shall be for full-time or part-time release as determined by TEA. TEA shall provide the District notice of a change in leave of absence for executive officers by June 1 for the subsequent school year.
- D. Upon return from leave, a President or Vice-President will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level which would have been achieved had no absence occurred. Further, upon return from such leave, the President will be given the same consideration for returning to the position of last assignment as if the President had been on active duty. If the position of the 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.
3. If the District has concerns about the effect of Association leaves on the educational process, the District and Association will meet and confer regarding such concerns.
4. All requests for such leave must be submitted two (2) weeks prior to the need and/or event. Extenuating circumstances will be discussed between the Association and the Assistant Superintendent of Human Resources or designee.

Section 11 - Dues Deduction

- A. Authorization – Upon written authorization for unified membership dues in the Association, the Board agrees that said sums will be deducted from payrolls and forwarded promptly to the Association. All enrollments and cancellations shall be handled by the appropriate officers of the Association.
- B. Cancellation – Cancellation of dues must be received in the finance office directly from the officers of the Association. The District shall provide for automatic reinstatement of the deduction for Association dues for employees returning from leave, unless canceled, through written notice by the Association.
- C. Substitutes – The Association must notify the Superintendent in writing no later than September 1 annually of the amount of the payroll deduction for substitutes. The District will deduct the amount specified by the Association for dues if authorized in writing by a regular substitute.
- D. Hold Harmless – The Association agrees to defend, indemnify, and hold the District harmless (suits by the District excepted) against any and all claims, suits, orders, or judgments brought or issues against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this section contingent upon the District's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's own choosing.
- E. Member Lists - The District shall follow the guidelines below for providing new hire information notification to WEA and the Association of any new employee(s) covered by this collective bargaining agreement no later than the 15th of each month. The new employee lists shall include all information required to process membership, including but potentially not limited to:
 1. Full Name
 2. Address
 3. Personal phone number
 4. Home email address
 5. Work email address
 6. Employee number
 7. Work location (s)
 8. Position

9. Assignment
10. FTE
11. Employment start date

Section 12 – Building Use

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

Section 13 – Communications

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

Section 14 – Delivery Service

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

Section 15 – Labor-Management Meetings

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

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

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

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

Section 16 – Collaboration and Innovation

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

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

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

Section 17 – Site-Centered Decision-Making

A. Definitions

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

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

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

B. Implementation

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

1. District-Level Facilitation – SCDM will operate within the parameters set by the school board, working in conjunction with the anchors. A committee appointed by the Labor-Management Committee will take on the role of supporting the success of SCDM at school sites. Their role shall include but not be limited to the following:
 - a. Review the needs for SCDM training on a yearly basis
 - b. Collaboratively develop content of SCDM training
 - c. Attain resources and other support for those involved through training sessions and facilitated meetings
 - d. Establish general steps for preparation and training at school sites
2. Decision-Making Principles/Parameters – The District and the Association agree to the following parameters and operating principles which shall guide the SCDM process at school sites.
 - a. Before a building’s SCDM decision is implemented, there must be a consensus of staff (as defined by staff at the site) as well as parent involvement and input for decisions that impact students. Once consensus has been reached as defined by SCDM bylaws, the decision becomes an expected norm for the learning community.
 - b. If a SCDM proposal is contrary to any terms of the collective bargaining agreement, state or federal guidelines, or District guidelines, regulations, or policies, a waiver from the appropriate body must be obtained.
 - c. The SCDM team will be responsible for overseeing, implementing, and evaluating the continuous achievement plan building mission statement, common agreements, and initiatives.
 - d. The SCDM team should develop bylaws that include the following categories:
 - i. Article I – Mission/Purpose,
 - ii. Article II – Membership,
 - iii. Article III – Decision-Making Process,
 - iv. Article IV – Meetings,
 - v. Article V – Communication Process, and
 - vi. Article VI – Evaluation Process

The bylaws will be kept on file at the building, with a copy provided to the Association: By-laws will be reviewed annually, and new by-laws, re-writes, or revisions will be submitted to the anchors no later than October 15.

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

Each site shall conduct an annual self-assessment of its SCDM process. The content and format for any such evaluation shall be approved by the District’s anchors. Content and format will be reviewed annually by the Labor-Management Committee. All staff members and participating

parents and students in SCDM shall have an opportunity to participate in the assessment which shall include, but not be limited to, the clarity of the decision-making process, the effectiveness of communication, the level of staff and parent participation, and the impact of SCDM on school improvement efforts. The results of the assessment shall be shared with staff, parents, and students who participate in SCDM, and the appropriate Assistant Superintendent to refine and improve the process.

3. Limitations – The Administration, the Board, and TEA shall not be required nor expected to set aside legal responsibilities or certain traditional dimensions of organizational roles. Such legal responsibilities and organizational roles include the following:
 - a. The anchors will accept state and federal laws as applicable.
 - b. Superintendent of Public Instruction rules
 - c. Board policies and administrative regulations and guidelines including adopted curriculum and programs
 - d. The collective bargaining agreements between any of the organized labor groups and the District
 - e. The responsibility, authority, and accountability of the principal in the day-to-day management of the schools
4. Waivers – The anchors will accept requests for waivers from an existing policy, regulation, or a portion of the collective bargaining agreement. These requests will then be referred to the appropriate mechanism for action (i.e., take to TEA if issue deals with the Agreement, take to the Board if issue deals with Board policy, etc.). The timelines for submitting completed waiver requests shall be determined by the support team and shall be communicated to staff annually.
 - a. The waiver is initiated by or presented to the SCDM for initial feasibility. Any potential impact on students and parents and their involvement in the development of the waiver proposal shall be clearly documented prior to the submission of the request. Staff should not vote on proposed waivers in a poll or survey provided by the SCDM at this stage of the process. The SCDM shall solicit feedback from all certificated staff on waiver proposals prior to anchor approval to conduct initial feasibility analysis.
 - b. The SCDM will complete the SCDM Waiver Checklist (Appendix II) and send to the anchors for compliance with law and CBA. The SCDM will use the application form in Appendix III of the CBA, which should be emailed to the TEA President and TPS Director of Labor Relations. All waivers for the next school year are due by the first Monday before Spring Break.
 - c. SCDM anchors will respond in writing to all proposals by the end of April each year. Each anchor will process and evaluate waivers in good faith, considering feedback from relevant stakeholders as part of their respective decision-making process. If an anchor disapproves the waiver, that anchor shall present its organization's rationale for the disapproval to the SCDM.

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

Section 18 – Building Budgets

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

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

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

Section 19 – Career and Technical Education:

CTE Program Expenditure Transparency

- The Career and Technical Education (CTE) Department shall establish a clear timeline for annual program budget preparation, review and approval. Additional time may be provided for staff hired after the budget cutoff.
- CTE employees shall have access to expenditures and remaining funds for their program.

CTE Program Relocations

- The district shall make every effort to avoid relocating the same CTE program in two (2) consecutive calendar years.

CTE Equipment and Materials

- Buildings housing CTE instructional programs shall include work areas containing equipment and supplies with appropriate, functioning technology in compliance with the current edition of the State Standards for CTE Programs, as determined by the CTE director. Every effort shall be made to have equipment in place and installed by the first student day of the year.

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

- A. Purpose and Intent – these guidelines are designed to assist staff at the building level to establish processes for considering, applying for, and accepting grants.
1. Not all circumstances can be addressed in advance on issues like these and these guidelines are not intended to be a barrier to applying for grants that will enhance the teaching and learning at individual sites. However, the more closely the guidelines can be followed, the more likely a site will have a positive experience in utilizing grant opportunities.
 2. Because it is the interest of both the Association and the District for school sites to be successful in properly implementing grants once they are received, it is the belief of the parties that schools should only rarely consider having more than one school-wide grant in place at a time. We recommend that multiple grants be considered only in exceptional circumstances.
- B. Role of the SCDM
1. Decisions to pursue or accept building-based grants should be made consistent with the SCDM processes at the school site. Additionally, any requirements of the grant process itself, including staff votes of support must be followed. When the SCDM bylaws are not specific regarding participation in the decision-making process, at least those employees specifically impacted by the grant under consideration must be included in the decision. Records of this process should be kept.
 2. Each SCDM should develop a clear process of communication about grant issues that solicits views from staff and channels information back to staff while the grant is under consideration. This process should account for, as completely as is possible, short time frames for grant applications and application opportunities that arise when staff is not generally available. See communication recommendation below.
 3. A written proposed budget should be developed and shared with staff through building communication processes prior to the application being submitted. The budget should address issues like compensation for coordination activities, training participation requirements, and mileage. It should also address how materials and other supplies will be acquired.

- C. Building Administration/Building Oversight
 - 1. It is the legitimate role of the building administrator to monitor and initiate (consistent with SCDM processes at the school site) the entire grant process. If the initiation occurs while the building staff is unavailable for the summer break, the initiation must be done in collaboration with the TEA President or UniServ Director.
 - 2. When a building has more than one grant or when a grant provides facilitators or others from outside the District, the various committees and leadership roles already present in the building and those related to the grant(s) should be clearly delineated.
- D. Communication – All involved in this process, building administrators, and SCDM members, must make communication a key component in each and every step of this process. The communication must have as its goal the complete sharing of information in a timely manner with all involved in the process and anyone who will be impacted by the decisions. This must include those inside the building and those outside the building who also will be impacted by the decision.
 - 1. Notification process – Buildings should be sure that the Superintendent’s Office and TEA have advance notice of the intent to apply for a grant.
 - 2. If a building plans to expand the application of a grant behind its specific focus, to teachers outside the focused grade band for instance, the impact of the grant on those additional staff should be included in the information provided to staff.
 - 3. Training – The potential training impact of the grant should be described for staff to the extent it is known in advance, including the number of trainings, anticipated dates (at least general timeframes), the length of trainings, pay rates for trainings, and whether or not the training is optional or required beyond the contract. Required training beyond the contract shall be compensated at the extra-pay-for-extra-work rate.
 - 4. Duration – The staff must be informed of the duration of the grant and a description of the renewal process, if any. Additionally, staff should be aware of the consequences for the school if not meeting the terms of the grant.
 - 5. Impacts – Finally, the staff and administration at the building site should discuss and consider the anticipated impacts of adhering to the grant requirements. For example, staff should discuss the following questions:
 - a. How do we anticipate acceptance of this grant will change the workload in our building?
 - b. Will the grant necessitate any realignment of existing leadership roles and responsibilities?
 - c. Will acceptance of the grant require applying for waivers from the existing contractual language in the Agreement?
- E. Employee Rights
 - 1. Site members not wishing to participate in a grant may voluntarily displace after the decision to accept the grant is made and prior to the grant implementation.

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

ARTICLE III – SALARIES AND BENEFITS

Section 21 – Salary Guides

- A. Base Salary – The base salary of the salary schedule, while maintaining the current index, shall be **\$62,046 for the 2022-2023** school year, provided, however, any employee on a salary schedule cell is who paid less than the state law requires, now or hereafter amended, will be paid the salary required by state law as per Appendix IV, Salary Schedule.
 1. 2025-2026 School Year – Each cell on the salary schedule shall be increased by the implicit price deflator (2.5%)
 2. 2026-2027 School Year – Each cell on the salary schedule shall be increased by the implicit price deflator (IPD).
 3. 2027-2028 School Year – Each cell on the salary schedule shall be increased by the implicit price deflator (IPD).
- B. Professional Responsibility Stipend – As an incentive to provide the additional services required outside the base contract and supplemental workdays, the District will provide a Professional Responsibility Stipend (PRS) to all certificated staff members in the District. The PRS will be equal to four and one-half percent (4.5%) of the employee’s placement on the base salary schedule. A part-time employee will receive a pro-rata share of this stipend based on the employee’s full-time equivalency (FTE).
- C. The PRS recognizes that employees provide a professionally responsible level of services in, but not limited to, the following areas which are beyond the base contract:
 1. Attendance at the day before the first (1st) day of the year and at the conference/semester day. PRS days are self-directed. Leave provisions do not apply to PRS days.
 2. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction.
 3. Conferencing with parents and/or students.
 4. Preparation for and attendance at reasonable building activities such as open houses, curriculum nights, parent education nights, school and community functions, student orientation, and concerts.
 5. Participation in self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars, or research projects.
 6. Participation in a reasonable and equitable number of grade level, department, building, job-alike, and/or District committees, task forces, processes, and activities.
 7. Planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, participation in a

reasonable and equitable number of IEP and Section 504 meetings and communicating with parents and students.

8. Employees shall document the completion of these activities in the District-designated system.
- D. Junior Reserve Officer Training Corp (JROTC) Instructor Compensation – The base salary will be based on the instructor’s current Minimum Instructor Pay (MIP). JROTC Instructors shall also be paid a PRS which shall be the annual MIP multiplied by four and one-half percent (4.5%) base rate as negotiated by the Association and will be paid out via stipend, with equal pay date for the school year.
- E. Incentive Supplemental Contract – the following incentive supplemental contracts are provided outside the base contract and in compliance with applicable state laws:
 - a. Hard-to-fill position signing bonus – The District may designate certificated positions as “hard-to-fill” on the position postings. As part of its review of postings, the Association may request more information or object to the designation of the position as hard-to-fill. If the position is accepted by the Association, the position can then be advertised as having a signing bonus of \$1,000 for each of the first (1st) two (2) years employed by the District. The hard-to-fill bonus will be paid on the second (2nd) pay day in January.
 - b. ESA Hard-to-fill position signing bonus – The District and the Association will jointly agree to designate for each school year those ESA categories that are hard to fill. These positions will be advertised as having a signing bonus of \$1,000, which will be paid on the second (2nd) pay day in January.
 - c. ESA National Certification and National Board for Professional Teaching Standards Stipend – When an ESA has achieved national certification in the profession, the ESA will receive a stipend equal to the state stipend for National Board for Professional Teaching Standards certification. The National Certification for ESA stipend will continue as long as the state continues to fund the National Board Certification Teacher stipend.
 - i. Those who have achieved national certification as an ESA or NBPTS certification shall ensure that Human Resources has on file current documentation of valid certification. Lapsed certificates will not be considered documentation to support the yearly bonus.
 - ii. ESA employees with national certification meeting the requirements of this section shall present such documentation no later than December 31 of the school year in which the national certification bonus is being sought.
 - iii. Employees with NBPTS certification meeting the requirements of this section shall present such documentation to Human Resources no later than December 31 of the school year in which the national certification is being sought.
- F. Prorating of per diem pay for salary computation shall be based on a workday assumed to be seven and one-half (7.5) hours. The appropriate basis for calculating per diem pay is provided for in the provisions of the Agreement specifically authorizing per diem pay, as is described in Section 24.C of the Agreement.
- G. Employees who are authorized and agree to teach beyond their contractual workday shall be paid at their individual hourly per diem rate based on the employee’s placement on

the combined salary schedule (base + PRS). Such extra work shall be limited to one (1) hour per day and shall not be authorized for more than the contract year in three (3) years for an individual employee. Exceptions may be granted only in the event that no other qualified employee is available. Qualified employees with less than full-time contracts shall be offered such extra work prior to full-time contracted employees.

- H. When employees are required to work beyond their contract year performing substantially the same duties as in the regular school year, they will be compensated at their per diem rate based on their placement on the combined salary schedule (base + PRS).
- I. Once per semester, staff participating in evening conferences will be granted flex time on the Friday of conference week.
- J. All clock hours and in-service or professional credits that are accepted by the Office of Superintendent of Public Instruction (OSPI) (Form S275) as per WAC 181-85-030 will be accepted by the District for the purpose of salary schedule advancement. District employees under contract on or before August 31, 1990, shall be grandfathered. All credits earned prior to September 1, 1989, and currently applied to the salary schedule shall be maintained.
- K. An employee with an Extra Pay for Extra Work assignment shall be paid in accordance with Section 24, Extra Pay for Extra Work.
- L. Certificated part-time staff assigned to provide Title I services in eligible private schools shall be paid at the authorized hourly pay rate for employees working more than seventy-five (75) days in a school year.
- M. Contingent Reopener – In the event the Legislature authorizes and funds additional State monies to the District or reduces State monies to the District for salary increases or decreases (as the case may be) for certificated, non-supervisory employees, the District and Association will reopen this section for negotiations for the purpose of distributing such additional monies or allocating such reductions.
- N. One (1) additional year of seniority shall be granted for each year of service thereafter that meets the criteria for advancement on the salary schedule.

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

Placement on the salary schedule shall be dependent upon verification of credits and experience supplied by the employee. Clock hours, degrees and credits earned on or before October 1st each year and reported to Human Resources no later than December 31 will be counted toward that year's salary placement. Any clock hours, degrees, and credits earned after October 1st will be applied to the following school year.

- A. The recognition of years of service and applicable degrees and credits earned shall be consistent with state-established guidelines.
- B. Employees shall be placed on the District salary schedule as provided in this Subsection.
 - 1. The term “certificated years of experience” for salary placement only means the number of years of accumulated full-time and part-time professional education employment prior to the current

reporting year in the state of Washington, out-of-state, and a foreign country.

2. Employees who have been teaching in a Washington public school will be given one (1) increment for each year contracted full-time teaching experience.
3. For salary schedule placement purposes, teaching experience outside of the state of Washington will be granted at the rate of one (1) increment for each year of experience at an accredited/approved school (preschool, elementary, and secondary).
4. Staff previously limited to 4 years of out of state teaching experience, will receive credit for all out of state teaching experience and will be reevaluated for placement and adjusted of steps on the salary schedule effective September 1, 2025. No prior year wages will be adjusted.
5. Teaching experience at non-public schools which have been recognized by OSPI at a rate of one (1) increment for each year of experience will be granted if the service was in a position requiring education certification and the non-public school was accredited by the state in which the service was rendered (preschool, elementary, and secondary).
6. For certificated years of experience credit and increment purposes, the equivalent of ninety (90) student days as per the approved calendar on temporary contract or on regular contract shall constitute one (1) year of service and entitles the certificated employees to normal increments.
7. All clock hours and in-service or professional credits that are accepted by OSPI (form S275) will be accepted by the District for employees under contract on or before August 31, 1990 and shall be grandfathered. All credits earned prior to September 1, 1989, and currently applied to the salary schedule shall be maintained.
8. Additional specific provisions are as follows:
 - a. All Educational Staff Associates (ESAs) shall be placed on the salary schedule based upon total years of verified professional experience in their area of hire. Years of verified experience that required professional certification, whether in the public sector or in private practice, shall be honored on a one-for-one basis.
 - b. One (1) year of experience will be granted for every two (2) years of military service, to a maximum of two (2) years.
 - c. Effective September 1, 1998 for new hires, military experience, up to a total of four (4) years, for a maximum on two (2) years of credit) will be given on the salary guide on the basis of one-half (0.5) year for each year of military service. Credit for military service will be granted only if an

employee's actual teaching service was interrupted by military service.

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

1. Degreed employees – Each certificated instructional employee, including vocational educators, with a related degree shall be placed on the salary schedule based on the employee's years of educational experience, highest degree level, and total eligible credits. (The Office of the Superintendent of Public Instruction recognizes some community and technical college experience.) The Director of CTE will determine whether the vocational/CTE certificate was acquired as the result of the college degree rather than business and/or industry experience or whether the degree is "incidental to or not related to" the vocational/CTE certificate (WAC 392-121-250).
2. Non-degreed employees – Each employee holding a valid vocational/CTE certificate obtained as a result of occupational experience shall be placed on the salary schedule as follows:
 - a. Initial placement shall be on the BA column.
 - b. Additional credits shall be calculated thus:
 - i. Only credits earned after all of the minimum requirements for initial vocational/CTE certification will be applicable. These credits must be approved as vocational/CTE educator training by OSPI Career and Technical Education Department. (These requirements are generally more restrictive than those for regular certificated employees.)
 - 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 per 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 experience.
 - c) One (1) year equals two thousand (2,000) hours of occupational experience in the specific vocational/CTE field to be taught.
 - d) The years of experience resulting from the process are not credited to seniority. Only educational experience is credited to seniority.

Section 23 – Insurance Benefits

- A. **School Employees Benefits Board (SEBB) Program** – Employees will be provided benefits through SEBB:
 - Basic Life and Accidental Death and Dismemberment Insurance
 - Basic Long-Term Disability
 - Vision and Dental (including orthodontia if offered)
 - Medical Plan
- B. **District Provided Benefits** – if the District offers any additional benefits, the District will offer said plans to bargaining unit members.

- C. **Eligibility** – All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship. Any employee who has worked 630 hours in the previous two (2) years and is returning to a similar position(s) will be deemed eligible for benefits. Employees are responsible for their share of the monthly premium and must keep payments current to maintain benefits, regardless of whether they are working or not.
- D. **Substitutes** – The District will not sever the employee/employer relationship with substitute employees solely to avoid initial or ongoing benefit eligibility.
- E. **Legislative Changes and Reopeners** – If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contribution towards elective benefits, or substantially changes the medical coverage provisions, either party may reopen this agreement for negotiations over the changes.

Section 24 – Extra Pay for Extra Work

- A. Extra Pay for Extra Work assignments shall be posted with consideration given to members of the bargaining unit prior to hiring from outside candidates. The principal in collaboration with the SCDM team shall recommend specific additional stipends for their building. Given the parameters of each building’s Extra Work allocation, the SCDM team shall also determine the pay for each additional Extra Work assignment. Upon recommendations by the SCDM team, the signature of the TEA building representative, and approval of the building administrator, discretionary building funds will be disbursed for eligible activities.
 - 1. Curricular stipends are allowed for student learning-based activities at the elementary and secondary levels.
 - 2. At the secondary level, non-curricular clubs are allowed with the following guidelines:
 - a. A club supervisor may be paid a stipend provided that they are not participating in the club activities and their role is only for the supervision and safety of students.
 - b. Teachers may supervise a club on a volunteer basis at their discretion and if they wish to participate in non-curricular activities.
 - 3. Stipends are not allowed for staff social activities.

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

- B. The following Extra Pay for Extra Work stipends are compensation for work assignments outside the professional workday. The appropriate Extra Work rate will be determined by the principal in collaboration with members of the SCDM. The rates will be used for all additional work assignments outside the professional workday, except those specifically

designated in this Agreement as compensated at the per diem rate of pay, which is the daily or hourly rate of pay of specific employees based on their placement on the salary schedule.

Funds available for distribution by the SCDM and principal will be clearly articulated in September using the Extra Work Extra Pay Form and will be defined as Tranche A. Positions included in the chart below will be allocated to the school and identified as Tranche B on the Extra Work Extra Pay form to cover the minimum amounts listed below. The listed minimums will be what is funded by the district. Additional amounts beyond the minimum set forth below, as determined by the SCDM, will be covered using the SCDM allocation, Tranche A.

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

Minimum Stipend to Offer	
HS Band Director	\$5,000.00
MS Band Director (<u>including K-8 and 4-8 schools</u>)	\$2,500.00
HS Choral Director	\$3,000.00
MS Choral Director (<u>including K-8 and 4-8 schools</u>)	\$1,500.00
HS Orchestra	\$3,000.00
MS Orchestra (<u>including K-8 and 4-8 schools</u>)	\$1,500.00
ES Music Evening Performances	\$75.00 per performance <u>up to \$300</u>
ES Field Day Coordinator	\$75.00 per performance per year
Overnight Camp (<u>up to 3 nights</u>)	\$500.00/per staff <u>up to \$1500 per school</u>
Chemical Hygiene Officer	<u>1-3 Science Labs: \$500</u> <u>4-6 Science Labs: \$1000</u> <u>7+ Science Labs: \$1500</u>

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

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

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

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

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

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

- C. Generally, if the extra work assignment is a continuation of the employee's full, regular work beyond the school day or year, the appropriate rate of per diem pay is based on the employee's placement on the combined salary schedule (base + PRS). Employees whose position requires working on an extended day will receive the rate of per diem pay based on the employee's placement on the combined salary schedule (base + PRS).
- D. There shall be three (3) hourly rates of pay calculated from the beginning combined salary (base + PRS at BA +0, year 0).
 - 1. When employees are authorized pay as in-service presenters or trainers on instructional topics, the rate of pay shall be 0.11% of the beginning combined salary.
 - 2. Summer school, extended learning activities, and other assignments authorized for pay at an hourly rate shall be paid 0.09% of the beginning combined salary. Employees will be selected for summer school based upon Section 31, Summer School. Employees for building extended learning activities will be selected by their school protocol.
 - 3. When employees are authorized hourly pay as a workshop participant, the rate of pay shall be 0.07% of the beginning combined salary.

Section 25 – Travel Allowance

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

Section 26 – Compensation for Required Hearing

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

Section 27 - Payments and Deductions of Salaries

A. Method of Payment of Salaries

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

schedules to be distributed on the fifth (5th) and twentieth (20th) day each month.

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

B. Deduction of Salary for Absences

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

Section 28 – Payroll Deductions

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

Section 29 – Tax Sheltered Annuities

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

Section 30 – Summer School

- A. Summer school positions may be authorized by one (1) of the following:
 - 1. District supported summer school, including the high school program, Title I/LAP Programs, ELL, and Special Education Programs (extended school year [ESY]),
 - 2. Building-designed summer school, and
 - 3. Jump Start/Transition
- B. Application Process
 - 1. Employees interested in applying for Summer School openings become candidates by applying through the District online system by the published deadline. To fill openings under Section 31.A.1 above, qualified candidates will be considered by program administrators.
 - 2. Order of precedence for Building-designed summer school and Jump Start/Transition shall be as follows:
 - a. Open positions shall be offered to appropriate building grade level certificated staff first (1st),
 - b. Followed by all building staff, and then
 - c. Posted District-wide on the District online system.
 - 3. Summer School program “qualified candidates” will be defined by the following:
 - a. Having a valid endorsement for the curricular area and level being offered
 - b. Having instructional experience in the curricular area
 - 4. To fill the position, the three (3) most senior qualified candidates and a qualified candidate of the District’s choice will be considered.
 - a. Should no candidate meet the qualification criteria, the District may look at qualified (as defined in Section 31.3.a and 31.3.b) external candidates or internal candidates who are endorsed in the subject area and have related experience. If the most senior candidates are not hired for the position, they will be notified of the specific reason in writing.
 - b. Qualifications being equal, seniority will be the deciding factor.
 - 5. An individual accepting a Summer School assignment is committing to the full assignment. No planned absences will be approved during the Summer School assignment. The only exception is if the program supervisor has approved an employee’s absence for the specific days of the NEA convention, plus reasonable travel days, and the employee has identified a substitute who can be available for the entire absence. When considering candidates in subsequent years, attendance may be a consideration in the hiring decision.

ARTICLE IV – LEAVES

Section 31 – 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.

When student coverage is required for a classroom teacher and when the leave is less than half a day, then the leave coverage can be arranged within the building and paid at the class coverage rate.

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 reasons(s) for absence, as certified on this form, are found to be inaccurate the employee will be subject 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 32 – Leaves with Pay

A. Definitions

1. Sick leave is intended to be utilized for personal and family illness, medical and legal appointments, emergencies, and mental/physical health needs.
2. Voluntary Employee Beneficiary Association (VEBA) – VEBA Trust is a non-profit, multiple employer voluntary employees' beneficiary association (VEBA) authorized under Internal Revenue Code 501I(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.

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

minimum of sixty (60) days of accumulated sick leave, at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accumulated sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

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

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

C. Parental/Adoption Leave

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

D. Bereavement Leave

1. Employees shall be granted up to five (5) days paid bereavement leave as the result of the death of any family member (defined below). Family member means an individual with any of the following relationships to the employee:
 - a. Spouse and parents thereof;
 - b. Children and spouses thereof;
 - c. Parents and spouses thereof;
 - d. Siblings and spouses and children thereof;
 - e. Grandparents and grandchildren and spouse thereof;
 - f. Domestic partner and parents thereof, including domestic partners of any individual in (b) through I of this definition as defined by the School Employees Benefits Board (SEBB), or other governmental agency; and

- g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or pregnancy loss; as approved by the Assistant Superintendent of Human Resources.
 - 2. Bereavement leave is non-accumulative. In situations involving the loss of a student or staff, the District and Association will work together regarding coverage for the attendance of the memorial services or funerals.
 - 3. Request for exception to bereavement leave provisions may be granted in extraordinary circumstances, including travel considerations, by the Assistant Superintendent of Human Resources/designee.
- E. Family Leave – Employees shall be granted a leave of absence with pay of not more than four (4) days during a contract year to support members of their families. Family member means and individual with any of the following relationships to the employee:
- 1. Spouse and parents thereof;
 - 2. Children and spouses thereof;
 - 3. Parents and spouse thereof;
 - 4. Siblings and spouses and children thereof;
 - 5. Grandparents and grandchildren and spouse thereof;
 - 6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
 - 7. Any individual related by blood or residing within the employee’s household. If the need is such that additional family leave is required, the employee may use their personal leave to address their family needs as described above. Additionally, benefits of federal and state Family Medical Leave laws may apply.
- F. Personal Leave – Personal leave will be granted for up to two (2) days per year and is accumulative to a total of six (6) days. The following conditions apply to personal leave:
- 1. The employee must report the absence in the District leave system.
 - 2. Ten percent (10%) of staff may use leave to extend a holiday, vacation, or break period, or during the first (1st) or last five (5) days of the student school year with thirty (30) days’ notice prior to the date requested. This will be approved by Human Resources on a first come first served basis and upon confirmation of substitute coverage.
 - 3. Leave may not be used for a job action (i.e., strike, protest, board meeting attendance).
 - 4. When the absence is reported after 6:00 AM on the same day the leave is to be used, the employee will make a good faith effort to contact the building directly.
- G. Military/Reserve Duty and Annual Training Leave
- 1. Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence in accordance with RCW 38.40.060 upon validation of valid orders.
 - 2. Military leave is granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-contract days.
 - 3. When military leave is granted, employees shall receive their regular pay from the District.
- H. Jury Duty, Subpoena Leave

1. Leaves of absence with pay are allowed for jury duty. Any compensation received for the jury duty performed on contract days will be deducted from the employee's net salary. Employees dismissed from jury duty must report to their assignment if such release occurs at such time the employee could complete one-half (0.5) workday.
 2. Leaves of absence with pay shall be granted for an employee who is subpoenaed to testify in an official proceeding except as provided below:
 - a. If the proceeding involves the District and the employee has direct or indirect interest in the outcome, leave with pay shall be restricted to the first (1st) eight (8) employees subpoenaed to testify per specific proceeding. If more than eight (8) employees are subpoenaed, such leave for each additional employee over eight (8) shall be without pay. One (1) designated Association representative shall be granted leave with pay to attend such proceeding upon being subpoenaed and shall not be included within the count of the first (1st) eight (8) employees if the proceeding involves the Association.
 - b. If the proceeding involves self-employment or other employment, leave shall be without pay.
 - c. Any compensation received while an employee is honoring a subpoena will be deducted from the employees' net salary, if it is determined that the employee is entitled to a leave of absence.
 - d. Leaves under this section are only for the portion of the day when attendance is required.
- I. Professional Leave – Leaves of absence with pay and with or without reimbursement of certain expenses may be granted to employees for the purpose of attending professional meetings. Request for such leave shall be on the appropriate form required by the District. Additional forms are required to be completed if travel is involved consistent with Board Policy and Regulation 613R. Final approval for professional leave is delegated to the Superintendent or designee, except in the case of leave involving travel outside the State of Washington. Leave involving professional meetings outside the state must be approved by the Superintendent and Board.

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

1. Substitute and necessary expenses paid by the District. This category applies to employees authorized by the Board to attend educational conferences.
 2. Substitute paid by the District; necessary expenses paid by the educator or outside agency. This category applies to employees authorized by the Board to attend educational conferences in cooperation with outside agencies.
 3. Substitute paid by the educator or educator's sponsor; no expenses paid by the District. This category applies to employees authorized by the Board to participate in important conferences or meetings to represent their local organization. Reimbursement to the District for the cost of a substitute is required.
- J. State Paid Family and Medical Leave – Employees shall be eligible to receive Paid Family and Medical Leave (PFMLA) under the Washington State Family and Medical Leave and Insurance

Act. To be eligible for this leave, employees must have worked a minimum of eight hundred and twenty (820) hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. The district shall pay thirty-seven percent (37%) of the payroll premium, and the employee will pay sixty-three percent (63%) of the premium as stipulated by the state. When such leave is used for pregnancy/maternity, disability, the District shall maintain health insurance benefits during periods of approved PFMLA leave. Employees will be allowed to supplement PFMLA benefits with accumulated sick leave in order to maintain compensation, at the employee's election, in accordance with all state and federal laws.

- K. The District will comply with all provisions of any state leave requirements imposed upon it (e.g., Washington State Paid Sick Leave, Washington State Paid Family and Medical Act, etc.)
- L. An employee is eligible to receive shared leave if they are on an approved leave of absence (Policy 5400) in accordance with District Policy 5400.1.R Leave Sharing. Leave can be donated by an employee, including family members.

Section 33 – Leaves without Pay

A. General Provisions

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

B. Parental and Adoption Leave

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

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

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

D. Military Service (Active Duty)

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

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

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

ARTICLE V – RIGHTS OF CERTIFICATED SUBSTITUTE EMPLOYEES

Section 34 – Salary and Contract Provisions of Substitute Employees

- A. For the 2025-28 school year, the District agrees to maintain the substitute pay rates offered for the 2025-2026 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, 2025	Retired Tacoma Teacher Rate per day effective September 1, 2025
Regular Substitute Assignment		
Substitute daily rate	<u>\$204</u>	<u>\$215</u>
Substitute daily rate Working less than 4 hours paid at 60% of daily sub rate	<u>\$123</u>	<u>\$129</u>
Hard-to-Fill Assignment		
Hard-to-Fill daily rate	<u>\$220</u>	<u>\$231</u>
Hard-to-Fill daily rate Working less than 4 hours paid at 60% of daily sub rate	<u>\$132</u>	<u>\$139</u>

1. Substitutes who are called to work for a full day assignment shall be paid at the full daily rate. Substitutes scheduled to work and report for a full day who are not needed may:
 - a. Choose to go home and receive no pay for the day;
 - b. Call the sub office to be assigned to another job for the day; or
 - c. Remain at the building for 2 hours with approval from the building and be paid for 2 hours
 - d. If the District (CAB or the building) can demonstrate it attempted to contact the substitute at least 2 hours prior to the substitute's scheduled start time but was unsuccessful in reaching the substitute, this provision does not apply and the substitute is not eligible for pay unless they are assigned to and work another available job.
2. Substitutes in long term substitute assignments in excess of 45 days who are fully certificated with the appropriate teaching certificate will receive a replacement contract effective on the 46th day through the duration of the assignment in the current school year or until the last student day.
3. 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.
4. 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.

- A. The substitute rate in each column will reflect the yearly increase of IPD (Section 21) for the duration of this CBA.
- B. Substitute teachers earn one hour of paid sick leave for each 40 hours worked according to the law (RCW49.46.210). Accumulated sick leave may be claimed in accordance with the provisions outlined in RCW 49.46.210 1(b) and (c) and 2 and in accordance with district practices around non-regular employee leave cash out. Up to 40 hours of accrued sick leave will be carried over each August 31st. The leave bank balances for non-regular employees who separate or terminate their employment with the District will remain in the leave bank for a period of 12 months from the date of separation. They may be transferred to another school district or eligible agency in accordance with RCW 28A.400.300 or they will be returned to the employee if the employee is re-hired in the District within 12 months from the separation date. Following the employee's twelfth month of separation, the leave balances will be eliminated from the leave bank.
- C. Assignment – Principals can reassign a substitute, once they have arrived at a building, based on the needs of the building.
- D. Substitute Training Opportunities – If any substitute is required to attend training, the employer will pay for the cost of the training. Substitutes who are members of the TEA bargaining unit may attend curriculum and other training offered by the District. Substitutes shall be paid their daily rate or proration thereof for time in attendance at District or required trainings. Professional Development opportunities to support the work of a substitute teacher will be available every semester.
- E. Feedback Forms – The nature of substitute assignments dictates that formal observation/evaluation cycles will not typically be possible for substitute. Nevertheless, because of the importance of providing substitutes with feedback on their performance, a form will be provided to administrative/supervisory evaluators for their use in providing feedback in the standardized format. All feedback forms will be sent to the Human Resources department, which will file the original form in the substitute's personnel file, and return a copy to the originator, and promptly provide a copy to the substitute. A substitute may request an appointment to review any feedback received in the Human Resources department and may attach addenda to their feedback forms following such review.
- F. Contract Rights – A regular substitute, as determined by the PERC decision, shall have the rights of the following sections of this Agreement:

Preamble

1. Definitions
2. Anti-Bias and Non-Discrimination
3. Recognition
4. Agreement Duration and Reopeners
5. Status of the Contract
6. Conformity to Law
7. Rights of the Board
8. Distribution of the Contract
9. Bargaining a New Contract
10. Association Leaves
11. Dues Deductions

- 12. Building use
 - 13. Communications
 - 14. Delivery of Service
 - 23. Insurance Benefits
 - 25. Travel Allowance
 - 26. Compensation for Required Hearings
 - 28. Payroll Deductions
 - 20. Compliance Provision
 - 35. Salary and Contract Provisions of Substitute Employees
 - 40. Instructional Materials/Parental Review
 - 41. Grading Practices
 - 42. Ownership of Materials
 - 45. Calendar – Term of Employment
 - 47. Professional Workday Provisions
 - 48. Planning Periods
 - 49. Staff Protection
 - 50. Covering Classes
 - 56. Student Discipline/Administrative Responsibility
 - 57. Documentation of Incidents
 - 58. Employee Duties and Responsibilities
 - 59. Physical Facilities
 - 63. Job Description
 - 65. Elementary Schools (Grades K-5)
 - 66. Middle Schools (Grades 6-8)
 - 67. High Schools (Grades 9-12)
 - 70. Special Education, ESAs, and Multi-lingual Instruction
 - 73. Supplemental Contract
 - 75. Personnel Files
 - 76. Cause
 - 77. Equitable Treatment
 - 78. Harassment and Discrimination
 - 79. Staff Diversity Plan
- Article XIV – Grievance Procedure – This article is the only article of this Agreement applicable to regular substitute employees except as provided herein.

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

ARTICLE VI – INSTRUCTION

Section 35 – Academic Freedom

- A. Academic freedom is defined as:
 - 1. The right/responsibility to teach and learn about controversial issues which have economic, political, scientific, or social significance.
 - 2. The right/responsibility to present instructional materials which are pertinent to the subject and levels taught, within the outlines of appropriate course content and within the instructional program.

3. The right/responsibility to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance.
 4. The right of teachers to participate fully in the public affairs of the community.
- B. Employees shall be free to express their personal opinions on all matters relevant to the course content and appropriate to the subject and levels taught, provided that when this personal opinion is stated, the class is so informed. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety in a manner consistent with Policy 2331. Employees should notify the administration when intending to cover a controversial topic.

Section 36 – Classroom Visitors

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

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

Section 37 – Administrative Observation

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

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

Section 38 – Materials Selection

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

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

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

Section 39 – Instructional Materials/Parental Review

- A. Any parent, guardian, or person having control or custody of any student enrolled in a school may arrange, with the building administrator of that school, a specific time to review and examine all instructional materials of whatever nature, whether audible or visual, used or to be used in any course of instruction in which the student is enrolled except examination materials in advance of the date of examination.
- B. All complaints to the use of any materials must be presented utilizing the Request for Reconsideration of Instructional Materials Form (as per Regulation 2020) and will include the name of the author, title, the publisher, and the objections by pages and items; or in the case of materials other than printed materials, written information specifying the precise nature of the objection. The statement must be signed and identified in such a way that a proper reply will be possible.
- C. When a complaint is received, all appropriate persons will be notified, and the time and content of the review process will be established in consultation with such appropriate persons.
- D. An individual student may be excused from using challenged materials after the parent or guardian has completed the Request for Reconsideration of Instructional Materials Form. The teacher will then assign the student alternate materials of equal merit.
- E. The use of challenged materials by class, school, or District, shall not be restricted until final disposition has been made by the appropriate review committee. Individuals may be excused from using challenged materials according to the Procedure for Individual Response.
- F. In deliberations of challenged materials, a District’s Review Committee shall consider the educational philosophy of the District, the professional opinions of other teachers of the same subject, and other competent authorities, reviews of the material by reputable bodies, the teacher’s own state objectives in using the materials, and the objections of the complainant.
- G. The findings of the Building Review Committee and/or District Review Committee shall be a matter of written record and transmitted to the Superintendent and the appropriate level Assistant Superintendent who will notify the interested parties of the findings.

Section 40 – Grading Practices

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

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

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

Section 41 – Ownership of Materials

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

ARTICLE VII – STAFF DEVELOPMENT

Section 42 – 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 a survey every two years of certificated staff, to critique and appraise the professional development system and to address professional learning needs. The District will provide professional development offerings that are required for renewing professional licenses. Examples including, but not limited to; suicide prevention training, Basic Life Support and First Aid, Social Emotional Learning/Character (SEL), Cultural Competency Diversity Equity and Inclusion (CCDEI), and STEM hours.

- B. 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). Hours not worked will not be compensated. This applies to all self-selected PD hours.

1. Fourteen (14) Self-Selected Professional Development hours. Self-Selected Professional Development hours may be used for the following:
 - a. District offered professional development,
 - b. SCDM building approved professional development,
 - c. OPSI approved clock hour classes,
 - d. Education Service District (ESD) offered course work aligned to District initiatives, and
 - e. Licensure classes applying toward national or state licensure requirements.
 - f. Employees may apply their equivalent dollar value of their self-selected hours towards reimbursement for required job related professional development activities in Washington state and the Portland, OR area. Eligible Reimbursement may not exceed beyond the equivalent of available hours and may include the following PD only related expenses:
 1. Payment for registration
 2. Workshop Fees
 3. Membership in professional organizations that are limited to \$250 in total and do not cover union membership fees.

Exclusive of the list above, for employees wishing to attend courses offered by organizations or institutions outside of the District, the employee may submit a request to the Professional Development office. Employees will be notified of approval or denial within five (5) workdays of the date the request was received.

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

2. Seven (7) Technology Professional Development hours. Technology Hours will be available for the implementation of technology to enhance instruction and overall effectiveness. The District and building will offer designated technology professional growth development opportunities specifically for the use of these optional technology hours. This professional development will meet the needs of the membership as indicated on the every two year professional development survey; including STEM qualified clock hours for certification. The technology hours are contingent upon the approval of the Technology Levy.

C. District Guided Professional Development Hours

1. Two (2) days (fourteen (14) hours of required District Guided Professional Development will be provided to all certificated staff whether full-time or part-time. Days will be included as part of the base salary. Part-time staff will either attend the portion of the day(s) that align with their FTE, or submit the hours above their FTE time using their district/building or self-selected professional development hours.

- a. The (14) hours of required District Guided Professional Development will be included in September or August and published on the calendar with days to be determined annually by the District and the Association. If an employee is unable to attend, the employee is responsible for the learning and implementation of the content. If an employee is unable to attend, they must take appropriate leave.

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

- i. Standards and curriculum implementation,
- ii. Instructional approaches as identified by the District instructional framework (CEL 5D+), District content Frameworks, and Washington State Learning Standards,
- iii. Implementation of technology to enhance instruction,
- iv. Building and District improvement plans, and
- v. District or Washington State initiatives aligned to strategic goals.
- vi. vi. Activities aligned with building readiness for the start of school.

- c. The District will provide professional development for all early childhood educators at planned intervals throughout the school year. The dates of such professional development will be provided

to Early Childhood Learning staff by September 15th of each school year with the option of additional courses being offered as needed throughout the year. If additional courses are offered, five (5) workdays prior notice will be given.

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

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

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

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

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

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

Section 43 – K-12 Professional Learning Communities and Late Start

A. Definitions

1. Professional Learning Community (PLC) – A PLC is a team of educators who meets regularly, shares experiences, analyzes data, and works collaboratively to improve teaching skills and the academic performance of students.
2. When applicable, a PLC focuses on collaboration around:
 - a. What students are expected to learn,
 - b. How educators know if the students have learned,
 - c. How we support students when students have not learned, and
 - d. What do 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 months 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 the 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 needed as part of the evaluation process. Paperwork should not unduly detract from the work of the PLCs, nor should it create significant extra work for PLCs.

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

ARTICLE VIII – CONDITIONS OF WORK

Section 44 – Calendar Term of Employment

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

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

1. When a change is required to the calendar outside of this guidance, the District will, as soon as possible but no later than five (5) business days prior to the first day of school, provide a rationale.
 2. The first (1st) student contact day of the year will be the Wednesday after Labor Day.
 3. The Wednesday prior to Thanksgiving will be a non-school, non-workday.
 4. Winter Break will be ten (10) full weekdays and inclusive of three (3) weekends.
 5. Spring Break will be five (5) full workdays and inclusive of two (3) weekends.
- B. When possible, if the objectives above are met, and if all other CBA and legal requirements are met, then if Veterans’ Day falls on a Tuesday, the preceding Monday will be a non-student non-work day and if Veterans’ Day falls on a Thursday, the following Friday will be a non-student non-work day.
- C. Professional Responsibility Stipend Days – PRS days as set forth in Section 21.B require attendance. If an employee has an emergency, a request should be made for an exception by contacting the Assistant Superintendent of Human Resources.
Staff may work remotely as long as they are able to perform essential functions of the job and students are not on campus. When in-person meetings are required, a rationale will be provided to the Association and the District at least five (5) business days prior.
- D. Make-up Days – Three (3) make-up days for District-wide school closures shall be designated in the adopted calendar. Two (2) make-up days will be embedded in the school year calendar prior to the last scheduled day of school, and two (2) days will be added after the last scheduled day of school. When make-up days are necessary to meet the required number of student days, school closure days shall be made up in the order they were missed, i.e., the first (1st) available make-up day will be used for the first (1st) day of closure, and the make-up time shall not increase the previously established time in the calendar. In the event the District is closed by the Superintendent in excess of the three (3) makeup days, negotiations shall begin within five (5) school days after schools are reopened to amend the school calendar to ensure the required number of student days. If within ten (10) school days mutually agreeable make-up days are not arrived at, they will be scheduled at the end of the school year. In the event a closure only affects part(s) of the District, the parties will meet as stated above to identify the make-up days.

- E. Non-School Assignments – Employees not assigned to a school/level will work the days on the school calendar which most closely correlates with the school/level at which they perform a preponderance of their duties.
- F. Early Dismissal Days – The last day of school will be an early dismissal day for students. Employees will be released thirty (30) minutes after students are released. Employees not assigned to a school building will work the same number of hours as high school personnel.
- G. Conference Days – Elementary, middle, and high school conference days may be flexible schedule with the approval of the Superintendent or designee to accommodate attendance by families.
- H. Student Year Waiver Days – The parties agree the District may make application for a state waiver of up to five (5) student instructional days in each year of this Agreement. These days will be regular workdays for employees as set forth in Section 47, Professional Workday Provisions. Placement of these days in the calendar is subject to the process outlined above in this section as part of establishing the school year calendar. Activities will be based on the goals and developed through the SCDM. The primary purpose of these days is for setting and working toward academic and instructional goals that include supporting the improvement of instruction, implementing the Continuous Achievement Plan (CAP), and developing leadership capacity. It is the intention of the parties that these waiver days will eliminate the need to schedule required time beyond the contract day or during planning time for these activities.

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

Section 45 – Non-Teaching Work Assignments

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

Section 46 – Professional Workday Provisions

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

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

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

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

- B. Alternate Schedule – Employees at school sites may voluntarily work an alternate schedule subject to review by the SCDM process and administrative approval when such a schedule is in response to program needs and services.
- C. The District will provide a secure and sanitary location, which could include their workspace for an employee who is lactating, to express their milk or breastfeed their child. Teachers may utilize any break time provided by the District and will not lose any pay as a result. In all cases the employee will work with the administrator to identify a convenient location and work schedule to accommodate their needs. If class coverage is required, provisions of Section 50 apply.
- D. Itinerant Teachers – In order for itinerant teachers to be most effective in their duties, it is agreed that their schedules shall include no less than thirty (30) minutes for lunch, uninterrupted contractual planning time, and sufficient time for traveling from one (1) assignment to another. Travel time includes the time it takes to exit one (1) place of duty and arrive at the second (2nd) place of duty.
- E. Staff Meetings – Staff meetings should be held for the purpose of discussing methods of teaching, discipline, and management, and for the consideration of methods for the improvement of the school.

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

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

- F. School-Wide Supervision – School-wide supervision, school activities, and control will be shared equally by all staff members. The SCDM process shall be submitted to the Association by October 15 annually, or more frequently in the event that any changes are made to the schedule.
- G. Delayed Start due to Hazardous Conditions – In the event of a delayed start of school, certificated staff or work sites impacted by such a change in schedule shall report to work within the time allotted for the delay announced for that day. If additional time is needed to safely arrive, they will contact their supervisor. In the event school(s) are dismissed early due to inclement weather, certificated staff shall be released one-half (0.5) hour after the student dismissal.
- H. Remote Learning – No employee shall be required to provide remote live/synchronous instruction if a closure is two (2) consecutive days or shorter.

Section 47 – Planning Periods

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

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

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

1. Secondary school certificated staff with full-time assignments shall have the equivalent of one (1) class period (not less than fifty (50) minutes) each school day to be used for educational planning. Schools seeking a waiver from this language shall use the waiver process found in Section 17, Site-Centered Decision-Making, of this Agreement. Waivers cannot reduce planning time below two hundred and fifty (250) minutes per week.
 2. All full-time certificated elementary employees shall have a minimum of two hundred and fifty (250) minutes per five (5) day work week for the purpose of educational planning. Each employee shall have at least one (1) continuous thirty (30) minute planning period on each full student day, amounting to a total of at least one hundred and fifty (150) minutes per five (5) day week. In addition, the remaining one hundred (100) minutes shall be provided in blocks of no less than twenty (20) consecutive minutes.
 3. Part-time employees shall have weekly minute educational planning time allotments pro-rated by the length of their assignment and the allotment of planning time at their grade level for full-time employees. Planning time shall be in blocks of time of no less than twenty (20) minutes.
 4. No meetings will be scheduled during planning time.
 5. Elementary planning periods shall be assigned during the student instructional day and shall be exclusive of elementary conference days, the thirty (30) minute duty free lunch, and travel time between assignments.
 6. One early release conference days, specialists will teach the planning periods assigned to them during the student instructional day up until the early release time.
 7. The planning time provision is not in effect on non-student days.
- B. ESA personnel assigned to more than one (1) location shall have planning time allocated proportionally to the time assigned to each school or program site, given that one (1) plan period per day is a full thirty (30) minutes. Planning time shall be in blocks of time no less than twenty (20) minutes. The planning time schedule shall be developed in consultation with appropriate principal(s) or supervisor(s).
- C. Planning periods shall not be assigned during the Board Policy designated thirty (30) minutes at the beginning and end of the professional day.

Section 48 – Staff Protection

- A. Safety Initiatives – In order to assure a safe learning environment for students and staff and to affirm a commitment to zero tolerance for weapons and violence in the schools, the District and the Association agree that the following initiatives will be implemented over the duration of the Agreement.
 - 1. A needs assessment of school safety involving students, staff, and parents will be undertaken as needed. The needs assessment shall include building security and operational procedures, staff access to phones for emergency communications, District-wide policies on school safety, and emergency procedures as needed.
 - 2. Best practices and promising approaches in violence prevention training shall be made available to staff.
- B. Preservation of Order in the Schools
 - 1. An employee may use such force as is necessary for self-protection from attack or to prevent injury to another person (adult or student).
 - 2. The District shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts, and other school functions to maintain discipline and order.
 - 3. Employees shall not, nor shall they be asked or required to, search students, lockers, or student possessions.
- C. Threats to Safety – Employees who are threatened with bodily harm by any individual or any group, while carrying out their occupational obligations shall immediately notify the building principal or supervisor. The principal or supervisor shall notify the designated Level Director of the threat and take immediate steps in cooperation with the employees to provide every reasonable precaution for their safety. Precautionary steps shall be reported to the designated Level Director at the earliest possible time.
- D. Labor and Industries Disability – Upon the determination by the Washington Department of Labor and Industries (L & I) that an employee has been physically disabled by a job related injury or illness because of an assault on the employee’s person arising out of and/or in the course of the employee’s employment, the District will grant the injured employee leave of absence with normal contract pay for the duration of the injury or illness, not to exceed twelve (12) months, with no reduction in accumulated sick leave.
 - 1. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington Department of L & I, except that placement in apposition shall be pursuant to the terms of the Agreement; provide, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.
 - 2. The employee shall, as a condition of receiving benefits under Section 49.D, Staff Protection, L & I Disability, execute an assignment of the proceeds of any judgement or settlement in any third (3rd) party action arising from such injury or illness in the amount of compensation received pursuant to Section 49.D, Staff Protection, L & I Disability, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney’s Office of Pierce County.

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

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

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

- F. Personal Public Liability Insurance – It is the personal responsibility of employees who used their personal automobile in the performance of duties to carry public liability insurance for bodily injury and property damage. The Board cannot be obligated to provide insurance for the employee’s vehicle on a first (1st) party basis.
- G. Medical Professional Liability Protection – The District shall provide District psychologists, nurses, occupational therapists, physical therapists, and all others who perform medical services as part of their duties with medical professional liability protection in the amount of \$250,000 per occurrence to a maximum of \$1,000,000 per policy year. In the event that the present coverage for psychologists is canceled by the insurance carrier, this item is subject to immediate renegotiations.
- H. Vehicle Damage/Loss Provisions – When an employee’s vehicle is damaged in a school setting or in the course of employment (i.e. typical work hours), the District will reimburse the employee, to a maximum of \$1,000 per incident, for damage caused to the personal vehicle. Damaged caused by the employee’s negligence will not be covered. Damage to an employee’s vehicle by the District, or as a result of District action, will be fully covered.
Procedures for submitting a claim:
 1. Notify your supervisor and site security immediately.
 2. Notify police, and get a report or incident/case number within forty-eight (48) hours of the event.
 3. Complete an Employee Personal Property Loss/Damage claim form (Appendix V).
 4. Attach the police report or provide the incident/case number, along with a description of the damage, and a repair cost estimate of the damage.
 5. Submit information to the District’s Risk Management Department within thirty (30) calendar days.

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

- I. Personal Property Damage/Loss Prevention – The District will reimburse an employee for damage or loss of personal property, vehicles excluded, or personal instructional/educational equipment used by the employee in the course of employment pursuant to the following conditions. When the loss occurs through no fault of the employee’s

own the District will reimburse the employee to a maximum of \$1,000 per incident. Reimbursement shall be based upon a reasonable estimate of current value. The District may, at the District's discretion, require an employee to show reasonable evidence of theft or damage. Employees must take reasonable care to protect their personal or instructional/educational equipment.

Procedures for submitting a claim:

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

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

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

- J. Medical Emergencies – In the event of a medical emergency, school staff shall contact the appropriate medical or emergency personnel and notify the appropriate administrator(s). In addition, the District shall make available to all staff written procedures for seeking such assistance when necessary. Staff acting in emergency situations will be afforded legal protection by the District except in cases of negligence or unlawful activity as determined by the Board.
- K. Cleansing Intermittent Catheterization – No employee(s) other than certificated school nurses and special education personnel currently assigned to serve medically impaired students shall be required to provide Cleansing Intermittent Catheterization (CIC). Any training required in CIC for such personnel shall be provided at no cost to the employee. For all open positions that require CIC, such requirement shall be specified in the job posting.
- L. Personal Information – the District shall not provide any personal information concerning employees, such as names, addresses, phone numbers, etc. to any person not required by law (including subpoenas and the Washington Public Records Act) or to any commercial or charitable organization without specific employee approval or Association agreement.
- M. Community Health and Environmental Events – in the event of transmission of a communicable illness that was acquired in the workplace and requires a period of quarantine per State and/or County Health Department Guidance, the parties shall meet to negotiate an MOU appropriate for the event.
- N. Employee Vaccination – The District and the Association recognize that specific vaccinations may be required by State and/or County Health Department Guidelines. 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 95 of the CBA.

- O. Damage to Personal Durable Medical Equipment – the District will reimburse an employee for damage or theft of Durable Medical Equipment including such things as hearing aids, glasses, and wheelchairs used by the employee in the course of their employment pursuant to the following conditions:
 1. The equipment is necessary for the employee to perform their job duties.
 2. A police report, if applicable, must be filed and a copy of said report must be provided to the District within 48 hours of the incident.
 3. Reimbursement will be based upon the replacement costs.
 4. The District may, at its discretion, require an employee to show reasonable evidence of theft or damage.
 5. If the Durable Medical Equipment is necessary for employees to perform their job duties, a reasonable leave request may be granted by the supervisor/District, with no leave being drawn from the employee’s accrued balances.
 6. An employee must submit their claim on a form provided by the district. The claim for reimbursement must be made to the District/principal within thirty (30) days of theft or damage or the claim is waived.

Section 49 – Covering Classes and Loss of Planning

A. Class coverage

1. The principal or designee may request secondary employees holding a valid teaching certificate to cover one period in cases of emergency or when arrangements for a regular substitute cannot be made either because of a time factor or the unavailability of a qualified substitute.
2. When an elementary homeroom teacher is absent without an available substitute, the students in the class may be split equitably into other classrooms. They can be placed in any grade level, with preference going to teachers who volunteer to take extra students.
3. At the beginning of the school year, the principal/supervisor shall seek names of volunteer staff members willing to provide such coverage. Staff members who do not wish to provide such coverage shall only be required to do so in the event of an emergency when no other certificated or classified staff members are available.

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

When an unfilled absence occurs:

- a. Level 1: Volunteers on the list will be asked first for coverage.
- b. Level 2: Should volunteers not be available, the coverage list will be used according to the established rotation.

- c. Level 3: when the coverage list limit is reached during a month, classes will be split into other classes. This level will also prompt the District to find solutions for subsequent absences.
- 4. An emergency is understood to mean a sudden condition or state of affairs calling for immediate action. If it is evident that the emergency will extend beyond one-half (0.5) hour and if time will permit a substitute to serve at least two (2) hours of the school day, a qualified substitute will be immediately called.
- 5. Arrangements for class coverage may be made between teachers with the building principal's approval.
- 6. Student teachers and non-certificated personnel may be used to cover classes only in an emergency situation. Except in unusual circumstances, student teachers and non-certificated personnel shall not cover classes other than those to which they are regularly assigned.
- 7. Student teachers and non-certificated personnel (excluding ESAs and special education teachers) may be used to cover classes only in an emergency situation. Except in unusual circumstances, student teachers and non-certificated personnel shall not cover classes other than those to which they are regularly assigned.
- 8. The Board agrees that any District-wide effort to use classroom teachers, itinerant teachers, librarians, student teachers, counselors, and personnel other than regular substitutes to cover absences of teachers for the purpose of avoiding the usual costs for substitutes shall first be subject to the negotiations process.
- 9. Staff members who experience a loss of planning period or cover a class or a portion thereof in addition to their own, shall be paid per instance according to the table below.
- 10. When a staff member must cover an assignment that is different than their regular assignment for a whole day, the staff person will receive payment for their regularly scheduled planning time based on the table below. Staff members who cover a partial day will receive loss of planning if their regular planning falls within the time they were covering another assignment.

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	\$180

Examples:

- a. Elementary staff adds extra students to their homeroom for the entire day: \$180
- b. Elementary staff covers an assignment that is not their own for the entire day: \$180
- c. Elementary specialist teaches a class that has additional students for 30 minutes: \$35
- d. MS/HS staff covers a 55-minute period: \$50
- e. MS/HS staff covers for a half day (3 hours): \$180
- f. MS/HS staff covers for 80 minutes: \$70
- g. MS/HS staff covers a 30-minute portion of a class: \$35
- h. Substitute teacher covers 50-minute class during their plan time: \$50

Section 50 – Co-Teaching

- A. Definition – Co-Teaching is a practice in which two (2) teachers lead a classroom, creating an inclusive setting where expertise is shared for the benefit of a diverse group of students. The two (2) teachers involved include a classroom teacher paired with any certificated interventionist.
- B. Prerequisites
 - 1. Both instructors shall have leadership and take responsibility for all students within the classroom. One (1) instructor is not to direct the other or use the other in the place of a paraeducator. Instructional arrangements and methods must remain flexible and remain responsive to student learning needs.
 - 2. The District shall provide adequate training and ongoing coaching to support effective co-teaching partnerships.
 - 3. Co-teaching pairs shall have opportunities for common planning time.
 - 4. Co-teaching pairs must mutually establish class norms and procedures, both taking responsibility for the management and organization of the classroom. They will share a common classroom space while engaged in co-teaching.
 - 5. Co-taught classrooms shall not exceed established class size limits for the individual grade level by more than twenty percent (20%). Target ratios should not exceed one (1) student receiving supports for every two (2) typical peers.
- C. Responsibilities
 - 1. Both instructors are responsible for the learning of all students while engaged in a co-teaching arrangement.
 - 2. Both instructors are responsible for aligning instruction to standards.
 - 3. School sites shall not use one (1) member of a co-teaching pair as an emergency in-house substitute for another classroom.
 - 4. Both instructors shall be responsible for data collection, grading, progress reporting, and management for all students.
 - 5. Student IEPs shall be developed collaboratively but are the responsibility of the Special Education Teacher.

Section 51 – Innovative Schools

- A. **Initial opening of an innovative program/school** – After a proposal for an innovative program has been made, the Association will be notified within ten (10) business days of District receipt of the proposal. If the District’s decision is to move ahead with implementing the proposal, the Association will be notified within three (3) business days, and a date will be set to begin discussion regarding any aspect of the new program that may not align completely with the Collective Bargaining Agreement.
- B. **Adding an innovative program to an existing school** – The SCDM process for staff voting and structuring must be used if the program will be added to an existing school. Those staff who voted against the innovative program addition have the opportunity to self-displace.
- C. **Communication with students and families** – Annually the District will provide clear and detailed communication to potential students and their families explaining the innovative

program options available to them, how the innovative program differs from the traditional comprehensive programs, and the expected student and/or family commitment, if any, required to participate (for example transportation, participation in field studies, end of program tests, etc.).

- D. **Innovative program budget** – The district and Association recognize that operating a school with an innovative program may incur additional costs above those of the comprehensive schools across the District. Any additional costs associated with implementing and maintaining the innovative program/school will be calculated using staff input and District budgeting procedures in line with School Board Policies 2015 and 2015R.
- E. **Closing a program** – For the purposes of closing a program only, the innovative program can be discontinued either by District decision or program/school staff decision with District approval. The SCDM will provide notice to the District by January 15 if there is a request to close a program. The District will provide notice of any changes to the staff by April 1st for the following year. The notice must include a rationale for the transition away from the program and plan for the staff and students impacted.
- F. **Training** – The initial and annual training required to maintain the program/school will be provided by the District. Staff new to the building will participate in initial training upon their assignment to the school. Returning staff will have the opportunity for additional annual training on a rotating basis that ensures equity across staff. Training necessary to the program, that occurs outside of the contract year, will be paid at extra work for extra pay workshop rate. If a staff member begins working in the program/school mid-year, initial informal training will be provided immediately followed by formal training as soon as is possible but not later than the following school year. The Association will provide input to the District regarding ongoing training needed prior to the implementation of the innovation based on the governing agency where available.
- G. **Curriculum and materials** – Where an innovative program/school requires specific curricular materials, the District will provide access to those materials for each staff member who needs them. Where the curriculum of the innovative program/school does not align with the District pacing guides and curriculum, the innovative program's/school's curriculum will take precedence. Consumables and classroom materials which need replacement will be provided by the District to ensure the continuity of program over time. Where a specified curriculum does not exist, the innovative program/school has the flexibility to utilize the District curriculum and additional supplemental materials to meet the innovative program's/school's needs. The District will take input from the Association on the respective curriculum and materials.

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

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

requirements to the program/school. The District and Association will review staffing annually and the Association will provide input.

Beginning with the 2025-26 school year, schools choosing to hold an advisory model, to include homeroom, seminar, SEL Time and/or whole Child time shall use the SCDM waiver process (Section 17) to exceed this total.

- I. **Scheduling** – Where innovative programs/schools require a change to the annual calendar, daily calendar, or additional days (i.e. camps), the District will compensate employees who are working beyond the contract day or year for their program and will provide all necessary administrative support to implement these additional days/hours.
- J. **Program evaluation** – Annually, with Association input, each Innovative program/school shall be evaluated for success.

Section 52 – 504 Process

A. Definitions

1. **Section 504:** The provision of the Civil Rights Law that permits an interactive process to provide accommodations and modifications as necessary for student access to academic participation.
2. **504 Plan:** An alternative route for students with healthcare or learning needs, developed as a written plan under Section 504, to adequately access instructional content and programs.
3. **504 Program Coordinator:** The District will designate at least one person to coordinate its efforts to comply with Section 504. This person is responsible for ensuring that the district meets its obligations under the law.
4. **504 Case Manager** works directly with students, families, and school staff to develop and implement 504 Plans, leading the 504 team, overseeing specific students' plans, ensuring classroom accommodations, serving as a point of contact, monitoring progress, coordinating meetings, and maintaining records and annual updates.
5. **504 Site Team:** This includes staff knowledgeable about the student, the meaning of the evaluation data, and the placement options. This team is responsible for determining the eligibility of the student under Section 504 and developing the 504 Plan.
6. **504 Meeting:** The interactive process by which appropriate school personnel and student guardians review and update the 504 plan.

The 504 Case Manager position for each building will be filled by a certificated staff member receiving a stipend as outlined below. The School Counselor shall not be the de facto 504 Case Manager. The building principal makes the final decision if there are no volunteers.

Adequate training for 504 Case Managers will be provided by the district Section 504 Program Coordinator on an annual basis at the beginning of the school year or at a time an employee volunteers for the position. At a minimum, training should include OSPI guidelines regarding referral, evaluation, and review processes, training for the preferred district online system, and district procedures for coordinating with the 504 Site Team.

B. Implementation

1. Every school and/or site may host a team meeting for 504 plan eligibility meetings, initial 504 plan meetings and yearly 504 plan review meetings. Every effort will be made to hold the meeting during the contracted workday.
2. For any portion of those meetings that extend outside of the contracted workday at the request of a parent/guardian:
 - a. Certificated staff attending the meeting in addition to the 504 Case Manager will be compensated at their per diem rate, based on the employee’s placement on the salary schedule, per diem rate for the accumulated hours submitted in 15-minute increments, or
 - b. The employees and building site administrators may mutually decide if the employees’ work will be redistributed before and after the instructional day to provide meeting flexibility

C. 504 Case Manager Stipend will be dictated by the total number of 504s managed throughout the school year. Case Managers will submit a form listing all 504s managed for the school year by June 1st payable on the second June paycheck. Schools will work to maintain caseloads of 50 students or lower per 504 Case Manager. For every designated 504 Case Manager, the following stipends will apply:

<u>504s Managed</u>	<u>Stipend Amount</u>
<u>1-10 Students</u>	<u>\$400</u>
<u>11-20 Students</u>	<u>\$800</u>
<u>21-30 Students</u>	<u>\$1200</u>
<u>31- 40 Students</u>	<u>\$1600</u>
<u>41-50 Students</u>	<u>\$2000</u>
<u>51-60 Students</u>	<u>\$2400</u>
<u>61-70 Students</u>	<u>\$2800</u>

Section 53 – Student Resource and Review Team

- A. Every school and/or site shall host a regularly scheduled Student Resource/Review Team (SRT) meeting. SRT meetings are intended for the purpose of collaboration regarding interventions in response to individual student needs. The leader of the team shall be determined by the school/site and will coordinate the agenda for each SRT meeting. The leader shall invite other professionals, interventionists, and providers, as needed to the SRT

meeting at least twenty-four (24) hours in advance. The district will provide annual guidance around the process and procedures for SRT activities.

- B. Building SRT meetings are held for no more than sixty (60) minutes per meeting and attendance of those assigned to that building is required, along with a general education representative, and any itinerant special education staff who can attend depending upon the number of other schools assigned. Additional meetings may be held at the discretion of the SRT. If a SRT meeting goes beyond the employee workday, the employee(s), building administrator, and representative of the Special Education Department will mutually decide if the employee(s) will be compensated as provided in Section 47, Professional Workday Provisions, or by redistributing before and after instructional day time to provide meeting flexibility.

Section 54 – Special Education

- A. Definition – The District and the Association recognize the right of each student to a Free and Appropriate Education (FAPE) in their Least Restrictive Educational (LRE) setting. We recognize that every student is a general education student first; students with educational disabilities are entitled to Specially Designed Instruction (SDI), related services, supports for school personnel, and appropriate educational accommodations and modifications, as determined by the results of an educational evaluation and the student’s Individualized Educational Program (IEP) team.
- B. Practices – For students to receive special education and related services, the IEP shall indicate the services to be provided:
 - 1. The District supports inclusive practices for students with disabilities, as determined by each student’s IEP team. The inclusion of students with disabilities in the general education program requires cooperation and communication between general and special education staff. Prior to the entry of a student with disabilities into the general classroom, the receiving teacher shall be provided with information regarding the student’s special needs.
 - 2. Students with disabilities who are included in general and specialist classrooms shall be counted in the class count of the general teacher and specialist for the portion of the day they are included in the class.
 - 3. If a student is assigned an individual paraeducator or nurse, per the terms of the IEP, the assigned professional shall not be considered to adjust the classroom student-teacher ratio unless and until the ratio exceeds two to one (2:1).
 - 4. If, in the judgement of any parent, teacher, or specialist, a student with disabilities is not profiting from a placement or the student is creating a substantial disruption to the educational process, a parent or teacher may request an IEP meeting to discuss the student’s placement, request assistance and/or recommend that consideration be given to modifying the IEP, consistent with federal, state, and District rules, regulations, and policies.
- C. IEP and Evaluation Meetings – Any employee required to attend an IEP or evaluation meeting that occurs outside the regular workday shall be compensated at the per diem, based on the employee’s placement on the base salary schedule, hourly rate for the accumulated hours rounded off to the nearer thirty (30) minutes. Members of an Evaluation or IEP team shall be

compensated for any meeting time that extends beyond their contracted workday. Claims shall be submitted by the last working day of the pay period following the pay period in which the time was worked.

D. Case Management –

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

Section 55 – Student Discipline/Administrative Responsibility

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

- A. Enforcement – Student discipline will be enforced fairly and consistently based on the infraction, regardless of race, color, religion, sex, gender identity, sexual orientation, national origin or ancestry, the presence of any sensory, mental or physical disability, or age. Corporal punishment, which is defined as any act which willfully causes the infliction of physical pain on a student, is prohibited.
- B. The district and association recognize that all school buildings must have the same understanding and response to significant unsafe/disruptive behaviors and the appropriate lawful response from staff and administrators. During the 2025-2026 school year the District and Association will convene a group of at least 5 district and 5 Association members to develop a matrix for appropriate response and discipline for behavior that causes substantial disruption in the safe and supportive learning environment for all students.
- C. Cause for Discipline – Sufficient cause for discipline will be:
 1. Verbal or physical threats, intimidation, or assault or interference with an employee by use of force or violence; or
 2. Failure by a student to comply with written rules and regulations established by the District; or
 3. Failure by a student to comply with instructions of employees made within proportion to the issue; or
 4. Failure by a student to comply/engage/accept the reasonable disciplinary actions of employees; or
 5. Conduct which materially and substantially interferes with the educational process; or

6. Failure to identify oneself upon request by an employee in the school building, on school grounds, or at school sponsored events.

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

1. Employees shall administer discipline pursuant to federal and state laws and regulations.
2. An employee may use necessary actions for self-protection from attack or to prevent injury to another person. Considerations for manifestation of disability should be considered and include trained staff.
3. Disciplinary Removal from Class or Activity Period – Employees are empowered to exclude students from the classroom or activity area under certain conditions as long as the student’s Individualized Education Program (IEP)/Behavior Intervention Plan (BIP) is being followed. Employees may exclude a student under their supervision who is creating a disruption of the educational process or who is in violation of the building disciplinary standards.

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

Limitations:

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

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

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

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

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

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

E. Administrative Response

1. When a written report is sent to the principal or other school administrator regarding student discipline, a request for alternative class assignment and/or specific assistance, or recommendation for suspension or expulsion, the principal or school administrator shall respond to the employee in writing concerning the action taken, contact made with the parents or guardians, and any conditions imposed on the student's return to class. Response to the request will be made within five (5) school days and include a plan of action to support the student.
 2. When school authorities endeavor to correct misconduct or misbehavior through counseling and/or conferencing with the student or the student's parents, the employee will be notified and be involved. The "involvement of the employee" means that the teacher has had the opportunity to provide input on next steps.
- F. Recommending Suspension/Expulsion – If, in the employee's judgement, student conduct warrants suspension or expulsion of the student, the employee shall make written recommendation accordingly to the building administrator. Suspension may also be recommended by the employee when the employee reasonably believes that the student is an immediate and continuing danger to themselves, other students, employees, school administrators, or the educational process of the student's school. Any recommendation must include specific examples and/or documentation of the disruptive or disorderly conduct.
- G. Special Education Discipline – The District will comply with all pertinent state and federal laws and Board policy when disciplining students receiving special education services. Upon request, the IEP team (i.e., school personnel, family, and student) will reconvene to review

the IEP and/or BIP of a special education student in which disruptive behavior is directly impacting the classroom teacher.

- H. Assault of Employee – If a student assaults an employee, intimidates by threat of force or violence, or interferes with an employee by use of force or violence in addition to appropriate disciplinary action, the District will report the incident to the proper law enforcement agency.
- I. Building Discipline Review – Prior to the first (1st) day with students, school principals will meet with the employees to establish and/or review District and building disciplinary standards and procedures to ensure uniform enforcement of building standards. The incidents shall be documented in the District-wide reporting system, per **Section 57**.

J. Discipline Supervision Plan.

Each building shall establish, prior to the first student day, a protocol for supervision of students temporarily removed from the classroom for conduct violations, under this section. This protocol shall include the name or job category of the individual(s) responsible for such supervision, and a plan for coverage in the event of a staff absence.

In no event shall this protocol require a certificated staff member to provide such supervision during their duty-free lunch. When requested by the building administrator, certificated staff members may volunteer to provide after school supervision for student discipline with compensation to be provided at the per diem rate.

The Discipline Supervision Plan shall be communicated to all staff members in writing prior to the first student day. The supervisor(s) is/are subject to change due to staff availability.

In the event that the designated supervisor and replacement are unavailable on more than two (2) occasions in the same calendar month, the SCDM will meet to reformulate the Discipline Supervision Plan.

- K. Staff Information – The District shall provide information to all employees annually concerning all applicable federal, state, and local laws, and District rules, regulations, and procedures pertaining to student rights, due process, and the processing of student discipline.
- L. Major Incidents – Major incidents reports relative to weapon incidents, violent acts, and/or incidents which result in intervention by the District Security personnel or the police department shall be communicated to TEA within twenty-four (24) hours of the incident and shall be reviewed on a regular basis with Association leadership.
- M. State law provides that whenever a minor enrolled in a school is convicted in adult criminal court, adjudicated, or entered into diversion agreement with the juvenile court on any of the following offenses, the court must notify the principal of the child’s school of the disposition of the case:
 - 1. A violent offense (includes weapons)
 - 2. A sex offense
 - 3. Inhaling toxic fumes
 - 4. A controlled substance violation
 - 5. A liquor violation
 - 6. Assault and other crimes involving physical harm
 - 7. Kidnapping, unlawful imprisonment, custodial interference
 - 8. Harassment

9. Arson, reckless burning, malicious mischief

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

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

Section – 56 – Documentation of Incidents

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

Section 57 – Employee Duties and Responsibilities

It is the responsibility of employees:

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

Section 58 – Physical Facilities

- A. The District shall provide a minimum of one (1) staff room in each school.
- B. The District will endeavor to provide suitable facilities for all employees. Facilities will include the following:
 - 1. Workspace reasonably free from distractions and interruptions.
 - 2. A work surface, a locking file, a computer, and adequate storage space for educational material.
 - 3. A telephone available for use when confidentiality is required.
 - 4. Reasonable effort will be made so Speech Language Pathologists (SLP) therapy rooms include water to meet standards for universal precautions and for use during therapy. Hand disinfectant, gloves, and other items needed for disinfecting and universal precautions will be available.
- C. On an annual basis, the District will review space utilization at school sites. Such review shall consider sustainability of workspace for all employees and safety concerns which have been raised by staff.
- D. Adequate mitigation strategies for temperature related issues, such as portable space heaters, portable A/C units, and portable fans, may be provided.
- E. The district shall conform to all state codes (WAC: 246-366), city, and county codes related to building safety and maintenance. The District will follow guidance from the Pierce County Health department when needed.

Section 59 – School Construction

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

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

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

Section 60 – Student Teachers

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

Section 61 – Scheduling

- A. Before the District makes any changes to the format (periods per day or semester/quarter) in a secondary school, the District will notify the Association; the Association shall have ten (10) business days to initiate negotiations in accordance with RCW 41.59. In the event the Association does not initiate negotiations, the District shall be free to make said format changes immediately.
- B. Individual sites may initiate changes in format subject to District approval. Such changes must be approved through the building's SCDM process (Section 17)
- C. Each spring, enrollment projections shall be shared with the Association and SCDM teams for the purposes of developing master schedules, allocating resources, and planning for the successful transition and assignment of students. Building master schedules may include alternative workday schedules for employees, with their written consent, consistent with the provisions set forth in Section 17, Site-Centered Decision-Making.

D. The principal shall employ an equitable process to provide input to the building master schedules.

Section 62 – Job Description

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

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

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

ARTICLE IX – CLASS SIZE/STAFFING

Section 63 – Regarding Reduction in Staff

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

Section 64 – Elementary Schools (Grades K-5)

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

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

<u>Grade Level</u>	<u>Maximum Class Size</u>
<u>TK</u>	<u>20</u>
<u>Kindergarten</u>	<u>22</u>
<u>1st-2nd Grade</u>	<u>25</u>
<u>3rd</u>	<u>26</u>
<u>4th-5th Grade</u>	<u>28</u>
<u>Multi-age 1st-3rd</u>	<u>22</u>
<u>Multi-age 3rd-4th</u>	<u>24</u>

<u>Multi-age 4th-5th</u>	<u>26</u>
<u>Montessori Children's House TTK/K</u>	<u>20</u>
<u>Montessori Lower Elementary 1st-3rd</u>	<u>20</u>
<u>Montessori Upper Elementary 4th-5th</u>	<u>26</u>

With the exception of Montessori, multi-age classrooms will not span more than two (2) grades.

Elementary Specialists (Library, Music, and Physical Education)

- A. The District will create a team of Elementary Specialist Team Leads. A Team Lead will be selected by an application process by the Administrator over specialists for those specialist contents without an assigned coordinator. The selected team lead will receive an annual stipend of 2500.

Specialist Team Lead responsibilities will include the following:

1. Collaborate on transparent communications between district and specialist members
 2. Facilitate Department Meetings
 3. Facilitate PLCs
 4. Provide input on annual deployment process by reviewing Assignment Preference Forms and the completed assignments prior to communicating deployment
 5. Coordinate materials inventory
- B. Specialists will be allocated based on the identified need for planning period coverage, as determined by the number of building staffed classrooms. Library allocations are based on the number of classrooms times one (1) plus 270 minutes of maintenance weekly. Musica and Physical Education allocations are based on the number of classrooms times two (2) per week. Elementary school librarians will be a certificated Teacher Librarian, or ~~one~~ a staff member who agrees to gain library media certification within two (2) years of hiring.
 - C. Music and Physical Education Elementary Specialists' daily schedule will consist of no more than nine (9) sections per day and will include planning, passing time, and lunch. On Late Start days, the schedule will include no more than seven (7) sections plus planning, passing time, and lunch. When the enrollment-driven Music and Physical Education Elementary Specialist staffing formula drives a .4, a .5, or a .6 FTE allocation, the Music or Physical Education Elementary Specialist may be shared between no more than two sites. When an allocation to a particular site is .7, .8, or .9 FTE, the Music or Physical Education Elementary Specialists' allocation will be rounded up to a 1.0 FTE. Specialists will be informed of their building's allocated FTE in September in order to plan MTSS time.
 - D. Elementary Library Specialists' daily schedule will consist of no more than seven (7) sections per day and will include planning, passing time, maintenance, and lunch. On Late Start days, the schedule will include no more than five (5) sections plus planning, passing time, maintenance, and lunch.

- E. When the enrollment-driven Music and Physical Education Specialist staffing formula drives a .4, a .5, or a .6 FTE allocation, the Music or Physical Education Elementary specialist may be shared between no more than two sites. Whenever possible the enrollment-driven Library Specialist staffing formula drives less than a 1.0 FTE, the Library Specialist may be shared between no more than two sites.
- F. Music and Physical Education Elementary Specialists with any FTE beyond the driven model will support small groups with Multi-Tiered Systems of Support (MTSS) in proportion to the additional FTE. The MTSS will be identified through a District approved menu. Materials for implementation will be provided. Additional allocated minutes beyond the MTSS support will be determined by the principal in collaboration with the specialist and may include material management or other building needs. Recess and lunchroom supervision shall not be included in the list of approved MTSS activities.

+0.1FTE = three (3) x twenty (20) minute MTSS sessions in a week
 +0.2FTE = five (5) x twenty (20) minute MTSS sessions in a week
 +0.3FTE = seven (7) x twenty (20) minute MTSS sessions in a week

- G. When a specialist is shared between sites:
 1. Principals will work with their level directors, the affected specialist, and Administrator to determine the work schedule, travel time, lunch location, and the building where planning time will occur.
 2. Specialists will be given a minimum of 10 minutes to set up upon arrival at their second school before having a scheduled class arrive for instruction.
 3. Whenever possible, specialists will not be shared between more than two (2) sites.
 4. The site with the greater FTE will be the specialist’s “home” site. The home site is designated for Late Start/PLC days, activities, meetings, etc.
- H. Full-time (1.0 FTE) elementary specialists will have the same amount of planning time and instructional minutes each week as all certificated staff per Section 48.A, minus passing and library maintenance time.
- I. Elementary specialists will have five (5) minute passing times between classes.
- J. Full-time (1.0 FTE) elementary librarian specialists will have two hundred and seventy (270) minutes of library maintenance time per week. Partial FTE allocation will be pro-rata for those employees working less than 1.0 (planning, library maintenance time, and before and after WAC time).

Section 65 – Middle Schools (Grades 6-8)

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

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

Category	Class Size	Student Load
General Education	28	140
Music	34	170
Physical Education	34	170
Career and Technical Education	<u>See section 69</u>	<u>See section 69</u>

Schools choosing to hold an advisory model, to include homeroom, seminar, SEL Time and/or Whole Child time shall use the SCDM waiver process **(Section 17)** to exceed this total.

Middle School librarians will be a certificated Teacher Librarian, or a staff member who agrees to gain library media certification within two (2) years of hiring.

Section 66 – High Schools (Grades 9-12)

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

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

Category	Class Size	Student Load
General Education	30	150
Music	35	175
Physical Education	35	175
Career and Technical Education	<u>See section 69</u>	<u>See section 69</u>

Schools choosing to hold an advisory model, to include homeroom, seminar, SEL Time and/or Whole Child time shall use the SCDM waiver process **(Section 17)** to exceed this total.

High School librarians will be a certificated Teacher Librarian, or a staff member who agrees to gain library media certification within two (2) years of hiring.

Section 67 – Tacoma Online

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

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

Tacoma Online Elementary School will apply class size numbers listed in Section 67 of the Collective Bargaining Agreement plus two (2) K-5 additional students. General overload provisions outlined in Section 68 apply as written. District assigned staff, such as student services and specialists, caseload provisions apply per Sections 64 and 68. Multi-age general education classrooms will not span more than two (2) grades. If numbers exceed the stated maximums by the second Friday of the school year, then adjustments may be made.

The total number of students in instructional classes for Tacoma Online Secondary Schools shall not exceed two hundred (200) including assigned PACE students per 1.0 FTE. Tacoma Online secondary teachers shall not have PACE (advisory periods) that exceed twenty-five (25) students per 1.0 FTE. General overload provisions outlined in Section 68 apply as written. If numbers exceed the stated maximums by the second Friday of the school year, then adjustments may be made. District assigned staff, such as student services, caseload provisions apply per **Section 69.**

Section 68 – General and Overload Provisions

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

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

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

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

- A. Add certificated staff
- B. Create additional sections OR reassign students
- C. Pay as outlined below:
 1. Middle and High School
 - a. Pay: Staff member compensation will be at the rate of \$500 per semester for the first two (2) students over student load counts in Section 64-67. Each additional student will be \$75 per student up to \$1,025 per semester.
 - b. Once caseload overage exceeds nine (9) students, the District and Association shall collaborate to find a remedy.
 2. Elementary School
 - a. Pay: Staff member compensation will be at the rate of \$250 per student per trimester over class size limits in Section 65.
 - b. Every attempt will be made to evenly distribute students among classes at each grade level.
 - c. Once class size overage reaches three (3) students, the District and Association shall collaborate to find a remedy.

Solutions must have final approval of the appropriate District level administrator. If neither A ~~or~~ nor B above is implemented by the tenth (10th) working day after the submission of the class size form, the solution shall default to option C above.

Career and Technical Education (CTE) Class Size and Caseload Guidance

CTE class sizes will align with those of their basic education colleagues by level. Final determinations regarding individual class size and overall caseloads will be made collaboratively between the Director of Career & College Readiness (CTE) and building administration, with individual guidance and oversight provided by the Director of Career & College Readiness (CTE) to ensure alignment with programmatic, instructional, and safety needs.

For courses that require specialized equipment or training stations, class size shall not exceed the number of available workstations, as determined by the Director of Career & College Readiness (CTE), to maintain safe and effective instruction and skill development. If class sizes or caseloads are recommended to be lower than standard due to safety, instructional design, or program requirements (e.g., Construction Trades, Culinary Arts, etc.), the CTE Director will submit a formal recommendation to the building principal for review and approval prior to implementation.

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

Section 69 – Special Education Teachers, ESAs, and Multi-Lingual Instruction

A. Definitions

1. Educational Staff Associates (ESA): ESAs are a staffing category of educational professionals, as defined by OSPI. Professionals holding ESAs include: school counselors, school psychologists, school nurses, school social workers, occupational therapists, physical therapists, speech-language pathologists, and audiologists.
2. Self-Contained Classrooms: a classroom, where a special education teacher is responsible for the instruction of most academic, and social emotional instructional areas.
 1. RISE: Program available from kindergarten to Grade 12 for students with significant behavioral, social, and emotional support needs.
 2. SUCCESS: Elementary program intended for students with significant support needs who receive specially designed instruction for the majority of their day.
 3. ACCESS: Secondary program intended for students with significant support needs who receive specially designed instruction for the majority of their day.
3. Caseload: The TOTAL number of IEPs coordinated and/or monitored per certificated 1.0 FTE. Compliant Individualized Education Program (IEP) and any accompanying documentation are required for students to count on caseloads. Should a student move into the district with non-compliant documents, the providers will have 30 days to develop and implement compliant special education documents.
4. Learning Resource Centers (LRC): LRC teachers provide specially designed instruction, accommodations, and modifications for students who receive Special

- education services ~~instruction~~ to support classroom learning as prescribed by the students Individual Education Program. Learning resource teachers act as case managers.
5. NEST: A framework for inclusive education for students who may present with communicative, developmental, behavioral, adaptive and or cognitive needs.
 6. Specialty Providers: Specialty Providers: Certificated staff member who provides special education services, focusing on specific areas of individual need that require expertise and experience as it pertains to the specific setting, service or individual student need. Specialty Providers include, but are not limited to, audiologists, teachers of the visually impaired (TVIs), orientation and mobility instructors, transition teachers, and other professionals assigned to specialized programs such as IAES, Pearl Youth Residency, separate day school settings and Transition Programming. These individuals are responsible for delivering specialized instruction or services tailored to meet the individual needs of students with disabilities and may engage in direct service provision, case management, consultation, or collaborative planning to ensure effective delivery of educational and developmental support.
 7. Multilingual Education (ML): an instructional program with clearly defined goals, objectives, and measurable achievements for the level of instruction, which is designed to support students who speak multiple languages by providing equitable access to academic content in both their native language and English.
 8. Deaf and Hard-of-Hearing: Deaf and Hard-of-Hearing (DHH) programming is intended to support students with identified hearing loss who require multimodal and individually specially designed instruction, related services, and/or accommodations and modification for students to access curricular instruction, are offered along a continuum from self-contained services to itinerant supplemental service. Instruction in American Sign Language may be provided to support classroom learning.
 9. Audiologist: A professional who identifies, assesses, and manages hearing disorders. Their role includes staff education, student assessment, direct support to students in management of individual hearing technology, and the use of classroom listening equipment.
 10. Teacher for Visually Impaired Learners (TVI): A certificated educational professional who supports students with a visual impairment.
 11. Orientation and Mobility Specialist: A certificated educational professional who instructs students with blindness and low vision to safely and independently navigate the educational and community environment.
 12. Early Childhood Special Education (ECSE) provides specially designed instruction for students aged three years to kindergarten eligibility.
 13. Specialized Preschool: Early childhood education program that provides specially designed instruction for students three to five years old who may present with moderate to significant developmental needs who qualify for special education services.
 14. Playgroup: A 3-4-year-old playgroup is an early learning program designed to provide developmentally appropriate experiences for both special education and non-identified special education students.

15. Transition to Kindergarten (TTK): A general education program intended to provide inclusive intervention opportunities for students who are in their last year of early childhood eligibility as defined by the state.

Child Find: a federal requirement under the Individuals with Disabilities in Education Act (IDEA) that mandates states to actively identify, locate, and evaluate students who are suspected of having an educational disability. Tacoma Public Schools maintains a multi-disciplinary team of professionals to evaluate children with suspected educational disabilities.

- a) School counselors: School counselors are professionally certified individuals. School counselors—provide support and services that address the academic, career, and social emotional development of all students. These provisions apply to staff who are in like positions.
- b) School social workers: School social workers are professionally certified individuals. School Social Workers provide a link between school, home, and community in helping students to achieve academic and social success. School social workers can provide mental health support, case management and services that address the development of all students.
- c) School Nurse: a certificated healthcare professional who provides medical care, supports student health, and promotes wellness in a school setting.

B. General Provisions

- a. Tacoma Public Schools and Tacoma Education Association acknowledge that the program definitions included in this agreement may become obsolete or be replaced during the duration of this agreement. Should Tacoma Public Schools materially change their special education classroom programming or alter the responsibilities of the educators described in this section, Tacoma Public Schools will collaborate with the Association to apply these provisions of this agreement to any new programming.
- b. Speech-Language Pathologists, School Psychologists, Occupational Therapists, and Physical Therapists will be assigned dedicated ESA workspaces (such as a rolling desk, desk, etc.) on their assigned days, that allow for evaluations and/or services to be completed in accordance with student IEPs. Assigned workspaces shall be the appropriate size to offer professional services. This includes consideration of noise levels and other distractions, lighting, confidentiality, access to a telephone, locking file cabinet, computer, internet access, chair, and adult desk. Personal protective equipment, such as medical gloves and sanitizing wipes, will be made available upon request and hand washing facilities will be readily available. If the workspace will not be available, the building administrator will make every effort to notify the ESA in advance.

C. Multi-Lingual Instruction:

Elementary ML	Elementary caseload for each 1.0 FTE ML certificated staff shall not exceed eighty-five (85) students.
Secondary ML	Secondary caseload for each 1.0 FTE ML certificated staff shall not exceed a weekly average of ninety-nine (99) students per day. Total ML caseload may exceed ninety-nine (99) students due to unique student language and academic <u>needs</u> , but may not exceed one hundred and twenty-nine (129) students.

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

<u>Program</u>	<u>Caseload Limits</u>
<u>Learning Resource Center (K-5)</u>	<u>30</u>
<u>Learning Resource Center (6-12)</u>	<u>30, Class size 12</u>
<u>RISE</u>	<u>Kindergarten to Grade Three: 10</u> <u>Grade Three to Grade Five: 12</u> <u>Grade Six to Grade Twelve: 12</u>
<u>SUCCESS</u>	<u>Kindergarten to Grade Three: 10</u> <u>Grade Three to Grade Five: 12</u>
<u>ACCESS</u>	<u>Grade Three to Grade Five: 12</u>
<u>NEST</u>	<u>Grade Three to Grade Five: 12</u>

The District shall prioritize student placement to maximize alignment of student needs within each self-contained classroom. Individual student scheduling shall be determined by student needs described in their IEP.

All self-contained classes for students with cognitive, behavior, social-emotional, and physical needs shall have at least two 0.875 FTE (seven hours daily) paraeducator. Additional support may be added to address program specific and student specific needs.

All self-contained Deaf/Hard of Hearing (DHH) classes shall have at least one (1) .875 FTE (Seven hours daily), paraprofessional. Self-contained classes for students with 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.

E. Caseload Limits

- A. Audiologists shall be hired at 1.0 FTE per 11,500 students enrolled in the district. Audiologists will not be assigned to more than seventeen (17) elementary sites for annual screenings. The District may exceed this level of staffing to address the needs of the students enrolled in Deaf and Hard-of-Hearing programming.
- B. Classroom sizes

<u>Programming</u>	<u>Caseload Limits</u>
<u>DHH Preschool</u>	<u>Eight (8) identified students, two (2) peers. Classrooms not to exceed ten (10) total students.</u>
<u>DHH Kindergarten through Fifth Grade</u>	<u>Kindergarten to Grade Three: ten (10) students Grade Three to Grade Five: twelve (12) students</u>
<u>DHH Sixth grade through Twelfth Grade</u>	<u>Twelve (12)-total students</u>

TVI and Orientation and Mobility Specialists shall be staffed in an equitable manner and with consideration for their caseload and expertise. Staffing information and calculations used by Student Services to determine FTE shall be available upon request from the Association.

The District and the Association will maintain monthly special-education labor-management meetings. The quarterly meetings will include an updated distribution report of students across all sites for review on or by Oct 15th, Feb. 15th and May 15th. The District and the Association will review the distribution of students and address any concerns.

If a student is assigned an individual paraeducator or 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).

<u>Programming</u>	<u>Caseload Limits</u>
<u>Specialized Preschool</u>	<u>Each class shall consist of 4-5-year-olds who attend full-day programs with 3-4 year-olds who attend half-day programs, four (4) days per week, with a total of ten (10) students in the program at one time. For example, but not limited to:</u> <ul style="list-style-type: none"> • <u>Six (6) 4-5-year-olds attend full day, four days per week.</u> • <u>Four (4) 3-4-year-olds attend AM sessions four days per week.</u> • <u>Four (4) 3-4-year-olds attend PM sessions four days per week.</u>
<u>Child Find</u>	<u>Initial FTE for each ESA staffing category will be based on the previous school year's total screenings and evaluations completed for the upcoming school year. Each May, the District will provide the Association with the total number of screenings and evaluations completed by ESA staffing category and the demographer's projections for the upcoming school year. Caseload guideline for each professional disciplined will be used to determine staffing and overload provisions will apply.</u>

Playgroup provisions:

- A. Instruction shall be planned, designed, monitored, and supervised by a teacher with a special education endorsement.
- B. Instruction shall be provided by paraeducators and ESAs.

The District shall prioritize placement of ECSE programs into buildings with in-class restroom access.

ECSE preschool classroom shall have at least two (2) 0.700 FTE, four (4) days per week) paraeducators.

Full-day preschool program teachers shall have at least twenty (20) minutes of planning daily and a total of two hundred fifty (250) minutes per week. The remaining time shall be provided on the non-instructional day.

- C. 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. SLP, OT, PT- The District shall provide guidance about appropriate service delivery models and intervention allocations. Effective September 1, 2026, SLP caseload counts shall only include a combination of related and direct services (consultative and/or supplemental services are not included in caseload). OT and PT caseloads shall be based upon total number of students receiving direct and indirect services. Schedules notating locations and student ID numbers at each building of service to be submitted to the Student Services Administration by Oct 10th. Staff are responsible for maintaining schedules and notifying administrators of changes.

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

ESA Category	Maximum Identified Students
Speech Language Pathologist	Forty-five (45) – the deployment team shall strive not to exceed two (2) sites for 1.0 FTE.
Occupational Therapist	Forty-two (42) – the deployment team shall strive not to exceed three sites for 1.0 FTE
Physical Therapist	Thirty-seven (37) – the deployment team shall strive not to exceed five (5) sites for 1.0 FTE

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

ESA Category	Staffing Level	Considerations
School Psychologist	One (1.0) FTE per 800 students	<ul style="list-style-type: none"> No more than <u>65 total</u> initial evaluations, and re-evaluations per year (excluding child find) The deployment team shall strive not to exceed three (3) sites for 1.0 FTE
<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 time providing direct and indirect services to benefit students.</u> <u>Tasks such as coordinating and monitoring student testing, supervising student testing, supervising students at lunch, and assuming the duties of other non-counseling staff are not direct or indirect services.</u>
Audiologists	One (1.0) FTE per 11,500 students	<ul style="list-style-type: none"> Audiologists will not be assigned to more than seventeen (17) elementary sites for annual screenings.

School Counselor Services:

Direct services are in-person interactions between school counselors to implement comprehensive school counseling programs and students that help students improve achievement, attendance, and discipline. Examples include, but are not limited to counseling instruction, appraisal, advisement, academic and social transitions, and short-term counseling.

Indirect services are provided on behalf of students as a result of interactions with others by school counselors to enhance student achievement and promote equity and access for all students. Examples include, but are not limited to, planning collaboration, consultation, and referrals.

The remaining 20% of work time shall be reserved for essential program planning and school support activities. These activities include: developing and revising the school counseling program, data analysis to guide program goals and create annual school counselor calendars, attending conferences, workshops, training, keeping up with the best practices and current trends in counseling, participating in school wide meetings and contributing to school initiatives that align with the counseling program.

3. School Nurses:
 - a. Non-Regional and Alternative programs, including but not limited to Head Start, ECEAP, SAMi, SOTA, and IDEA, will be staffed with at least a 0.1 RN for every one hundred (100) students, depending on student acuity needs as determined by department administration.
 - b. Nurses shall be provided with a duty-free lunch period of thirty (30) minutes. Should a nurse be required to monitor the health room during the lunch period, their lunch break will be paid at the per diem rate.
 - c. Regional Elementary programs will be staffed with RN FTE at a minimum of 0.1 RN FTE for every one hundred (100) students with the support of an LPN at 0.8125 FTE (six and a half (6.5) hours daily). Additional staffing may be added depending on student acuity needs as determined by department administration.
 - d. Middle Schools and Comprehensive High Schools under one thousand (1,000) students will be staffed at a minimum of 0.5 RN FTE and 0.5 LPN FTE. Additional staffing may be added depending on student acuity needs as determined by department administration.
 - e. Tacoma Online (TOL) will be staffed with RN FTE at a minimum of 0.2 FTE. Additional staffing may be added based on programmatic needs as determined by program and department administration.
 - f. Middle Schools and Comprehensive High Schools over one thousand (1,000) students will be staffed at a ratio of one (1) RN FTE to one thousand (1000) students with the support of an Assistant Nurse at 0.1 FTE for every set of one thousand (1000) students over one thousand (1000) students.
 - g. School Nurse mentors will be paid \$1,000 for mentoring of a new hire School Nurse (for a full year of mentoring), with an added \$500 for each additional new hire School Nurse.
 4. Nurses shall be provided a planning period in alignment with **Section 48**. Planning periods shall not be scheduled during student lunch periods or high traffic times in the health room. Planning periods should be planned in partnership with the School Nurse and building administration.
 - a. Elementary school nurse assignments shall not exceed three (3) sites (not including the nurse supporting alternative sites)
 - b. A staffing workgroup comprised of health services admin and the two (2) department co-chairs will be created in the 2025-26 school year to study implementation of acuity-based staffing with the goal of ensuring to support future flexible staffing based on student needs.
- F. Where the ESAs are eligible to complete Medicaid reimbursement, are licensed to do so, and the District reimburses the ESA for the cost of monthly licensure maintenance, the expectation is that reimbursement is completed monthly.
- G. Team Leads – A team lead will be selected by an application process that includes administration and department members. SLPs and Audiologists combined will have three (3) Team Leads. Psychologists and Nurses will each have two (2) Team Leads. OTs

and PTs will each have one (1) Team Lead. In lieu of a team lead for Ots and PTs, they may choose to convene as a group to determine the division of responsibilities and the stipend. Each Team Lead will receive an annual stipend of \$2500.

Team Lead responsibilities will include the following:

1. disseminate information from Student Services to their department members;
 2. lead department meetings;
 3. lead PLCs;
 4. participate in the annual deployment process;
 5. support the coordination of caseloads;
 6. coordinate assessment and protocol inventory; and
 7. In the event of unfilled short-term positions or caseload overages, the District may assign leads to cover leaves.
 8. Develop and assist facilitation of professional development
- H. Deployment – The leadership team and district administration may use an alternative staffing model of determining caseload, with collaboration of the District and the Association.
1. The District shall allocate special education and ESA staffing on a fair and equitable basis, considering the degree of student need, number of sites served, direct service responsibilities, and total student load.
 2. Any peer review process supporting deployment shall be transparent and subject to review. The District agrees that any CAB deployment process shall honor staff privacy.
 3. Deployment of School Psychologists, Speech-Language Pathologists, Occupational Therapists, and Physical Therapists shall conform to the process described in Section XXX, District Deployment.
- I. The district shall endeavor to maintain a pool of substitute ESP to serve students with disabilities where there is a recognized staff position. If there is no ESP substitute available and no other paraeducator assigned, or available to be assigned to the classroom, the certificated teacher shall be provided a stipend of \$60 per day of absence without a substitute.
- J. All certificated student services providers with case management responsibilities shall be paid two (2) supplemental days, paid at the per diem hourly rate, plus PRS and pro-rated for FTE. These days will be paid at the second June paycheck.
- K. Each full-time elementary school LRC teacher shall be allocated three (3) days per year, within the existing contract year, to assist with administrative tasks related to the Special Education Department. Part-time elementary LRC teachers will be provided with a pro-rata portion of the days.
- L. In elementary buildings with one (1) LRC teacher, when the teacher's caseload is at twenty-five (25) students, an 0.5 FTE paraprofessional will be hired to support the needs of the students. In elementary buildings with two (2) LRC teachers, a paraprofessional shall be provided when LRC teacher caseloads reach thirty (30) students each, a shared 0.5 FTE paraprofessional will be provided to support the needs of the students in the program.

- M. At each comprehensive secondary school, the Special Education Department chair, or one other member of the Special Education Department, shall be provided one additional planning period per day to assist the department with administrative tasks related to the Special Education Department.
- N. Training provided to Basic Education staff will be offered to Special Education certificated staff, with modifications when appropriate.
- Ø. Support for Testing Requirements: Every effort will be made to hold mandatory training related to test administration during the workday to train staff on student assessment. In addition, all appropriate special education staff shall participate in mandatory training on the allowable alternate assessments for special education students.

Counselors and Social Workers:

The District and the Association also recognizes that school counselor and school social worker roles are complementary to one another. Accordingly, school social workers shall be considered eligible candidates for school counseling positions, provided they meet the qualifications required for the role.

Evaluation:

This District in collaboration with the union (including appropriate stakeholders) will develop an evaluation tool in accordance with HB 5030. This tool shall be developed prior to the end of the 2025-2026 school year.

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

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

As students are identified and added to caseloads, if such an addition causes the educator's caseload to exceed the maximum threshold as established herein, the service provider may submit for relief as described below.

Overage Remedies Process:

The special education provider shall complete a caseload form, which shall be submitted for review by the appropriate district authority prior to the educator receiving compensation or remedies for any caseload exceeding the established maximum.

- A. Self-contained (SUCCESS, ACCESS, RISE) This district shall use its best efforts to not exceed caseload limits. If all self-contained sections are full District-wide, additional certificated staff may be provided to meet student needs. The District will maintain 5.0 paraeducator

positions that will be district deployed when individual programs exceed final case load limits. District deployed paraeducators shall be deployed at 0.25 FTE paraeducator time per student overage. In the event that there are not enough paraeducators in the pool, the District will add additional paraeducator staff in order to support all classes that are over caseload limits. Paraeducator coverage shall be provided within two business days.

B. If the maximum ratio is exceeded in the Learning Resource Center (LRC), one or more of the following overload options shall apply:

1. Add certificated staff; or
2. Rebalance students among LRC staff or
3. Add classified support, if classified support is offered, the district agrees to provide adequate time for certificated staff to collaborate, plan, and supervise the classified support staff. as provided below:

<u>Number of Students Over Caseload</u>	<u>Remedy</u>
<u>1 to 4 students</u>	<u>Stipend \$100 per student per grading period</u>
<u>5 to 8 students</u>	<u>additional 0.5 program specific paraeducator</u>
<u>9+</u>	<u>#1 above and caseloads reset</u>

Should the assigned overage exceed the limits of this remedy schedule, additional certificated staff shall be hired.

If the maximum ratio is exceeded in the ML program one or more of the following overload options may apply: Book C below:

- 0.2 paraprofessional for every fifteen (15) students over caseload.
- C. **Nursing:** When determining case overage pay, it shall be based on combined student count for all assigned sites. If the maximum ratio is exceeded in nurse staffing, one or more of the following overload options may apply:
1. Add certificated staff; or
 2. Add classified support. If classified support is offered, the district agrees to provide adequate time for certificated staff to collaborate, plan, and supervise the classified support staff:

<u>Number of Students Over</u>	<u>Remedy</u>
<u>1 to 50 students over</u>	<u>\$1000 stipend per grading period</u>
<u>51 to 100 students over</u>	<u>\$1500 stipend per grading period</u>

Should the assigned overage exceed the limits of this remedy schedule, additional certificated staff may be hired.

- D. **ESAs:** If the maximum ratio is exceeded, one or more of the following overload options may apply:
1. Add certificated staff; or
 2. Add classified support. If classified support is offered, the district agrees to provide adequate time for certificated staff to collaborate, plan, and supervise the classified support staff; or
 3. Re-deployment to promote staffing equity.
 4. Requesting caseload support within the cohort who may have capacity to support the colleague in overage.

<u>Number of Students Over</u>	<u>Compensation</u>
<u>1-5 students</u>	<u>\$500 stipend per semester; \$425 per trimester</u>
<u>6-10 students</u>	<u>\$1000 stipend per semester; \$850 per trimester; or one (1) full day support from an appropriate assistant plus \$500 stipend per semester/\$425 stipend per trimester</u>
<u>11-15 students</u>	<u>\$1500 stipend per semester; \$1275 per trimester; or one (1) full day support from an appropriate assistant plus \$1000 stipend per semester/\$850 per trimester</u>

- E. **School Psychologists:** If the maximum ratio is exceeded at any level, one or more of the following overload options may apply (to exclude child find):
- A. Add certificated staff; or
 - B. Re-deployment to promote staffing equity in consultation with the Team Leads.
 - C. Requesting caseload support from school psychologists within the cohort who may have availability and opportunity to support the colleague in overage.
- F. **Stipend/Release**
1. One to four (1-4) initial/re-evaluations over equals a \$500 stipend per trimester/semester
 2. Four to eight (4-8) initial/re-evaluations over equals a \$650 stipend per trimester/semester

3. Nine to eleven (9-11) initial/re-evaluations over equals an \$850 stipend per trimester/semester
4. Twelve (12)+ initial/re-evaluations over – options A or B above.

Should Deaf and Hard of Hearing certificated staff be required to supervise students outside of their contracted day, due to transportation delays, they will be compensated at \$100 per instance.

For audiologists, a \$750 stipend per semester/trimester for sound booth management and equipment set-up. A \$250 stipend per trimester will be paid for each site over the maximum number of annual screening sites.

TVI and Orientation and Mobility Specialists: In cases where additional student needs arise beyond an individual’s allocated FTE, the District may provide additional staffing or adjust caseloads accordingly-through collaboration with Student Services Administrators.

Specialized Preschool Programs: The District will use its best efforts to ensure that Specialized preschool programs may not exceed caseload limits.

Should all District specialized preschool placements be at capacity, additional students identified through Child Find may be served in a playgroup, or in an educational setting in alignment with the students IEP.

G. School Counselors and Social Workers

<u>Number of Students Over</u>	<u>Remedy</u>
<u>1 to 50 students over</u>	<u>\$750 stipend per grading period</u>
<u>51 to 100 students over</u>	<u>\$1000 stipend per grading period</u>
<u>101+ students over</u>	<u>District will work with the Association and employee to determine a reasonable remedy.</u>

Section 70 – Peer Review

- A. In the event that a certificated employee has a concern that the caseload/workload is inequitable based on student contact hours, the academic and behavioral characteristics of students, or the lack of adequate workspace, the employee may request a peer review by filing with the Assistant Superintendent of Human Resources with copies to the Association and the employee’s supervisor.
- B. The Peer Review Committee shall consist of the involved employee, the appropriate central office administrator, a Human Resources Department representative, an Association representative, the involved principal or designee, other personnel necessary to solve the problem(s), and, at the request of the employee, another certificated colleague. The committee is to act as an intermediary agent to problem solve and examine concerns of equitable workload.

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

ARTICLE X – EMPLOYEE RIGHTS

Section 71 – Employee Contract

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

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

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

The type of employee contracts are as follows:

- A. Continuing Contract (Appendix VIII):
 - 1. Provisional Status – employee's contract will be pursuant to RCW 28A.405.220.
 - a. Provisional status employees shall be subject to nonrenewal of employment contract during the first three (3) years unless otherwise indicated by the referenced RCW.
 - b. In a non-RIF situation, employees shall have access to the displacement pool.
 - c. In a RIF situation

- 1) Provisional status employees who are in their first three (3) years of the profession are the first laid off in a RIF situation unless the third (3rd) year of the provisional status is waived by the Superintendent.
 - 2) Following a RIF, if provisional status employees remain in the District, they shall have access to the displacement pool.
2. Continuing Status – employee’s contract will be pursuant to RCW 28A.405.210.
- B. Replacement Contract
1. An employee with a Personnel Contract Agreement pursuant to RCW 28A.405.900.
 2. A replacement contract will be issued to an employee replacing a certificated employee who is on leave for at least forty-five (45) days and for the duration of such leave.
 3. Each replacement contract shall identify the name of the employee replaced and the anticipated duration of leave. On request, the District shall provide the Association with a list of employees on leave and a list of employees who have been issued replacement contracts.
 4. Each replacement contract shall be subject to the provisions of this Agreement.
 5. A person on a replacement contract of forty-five (45) or more days who has received an overall evaluation rating of proficient or distinguished and who is recommended for continued employment by the evaluator will be considered for hire pursuant to Section 80.

Section 72 – Supplemental Contract

A. General Provisions

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

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

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

- a. When there is insufficient student participation to continue the assignment.
- b. The district is not obligated to offer an extracurricular assignment to an employee who is transferred to another school.

- c. An employee will not be continued in an extracurricular assignment if the assignment is not authorized. Such notification will state the reason(s) for the action. The District's decision shall not be made for arbitrary and capricious reasons.
2. When a school assignment is made based upon an extracurricular program need, the employee and the Association will be notified in writing.

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

- B. School librarians – School librarians shall be provided release time or supplemental days or a combination thereof to complete library closure activities. These days do not count toward the limit on release days requiring a substitute, unless a substitute is requested.
 1. Elementary Librarians will split their five (5) days by closing the library the last two (2) days of the school year and (3) days of supplemental days.
 2. Secondary Librarians will split their five (5) days by closing the library the last three (3) days of the school year and two (2) days of supplemental pay.

For Librarians in charge of multiple libraries, an additional two (2) days will be provided for the closure of each additional library (seven (7) days for two (2) libraries and nine (9) days for three (3) libraries), regardless of the Teacher Librarian's FTE amount. For libraries shared between two or more Librarians, the five days will be divided between the two proportional to their FTE.

Release time and/or supplemental pay will be available beginning May 1st annually.

- C. Secondary School ESA Guidance – ESA guidance staff assigned to secondary schools and alternative programs may work up to five (5) supplemental per diem days in support of guidance activities at the employee's work site annually. The days shall be scheduled in cooperation with the principal and may be worked during vacation periods, weekends, and/or other non-workdays. An additional three (3) supplemental per diem days are available to ESA guidance staff assigned to the high schools specifically to assist with scheduling prior to the start of school and at the semester break. These days will be scheduled with the approval of the principal and shall be worked during vacation periods, weekends, and/or other non-workdays. Guidance staff not planning to use all of their supplemental per diem days shall be permitted to pool their unused days for use of guidance staff in the school willing to utilize the days. The principal(s) shall collaborate with those guidance staff members willing to utilize the available pooled days to establish guidelines and work schedules for the use of the pooled days.
- D. Senior Staff Opportunity – Certificated employees who give notice of their retirement on or before March 15 prior to their retirement date shall be eligible for two (2) additional seven and on-half (7.5) hour days of work, at their per diem rate of pay, as mutually scheduled by the employee and the employee's principal/supervisor.

- E. School Psychologists – School psychologists may work up to ten (10) supplemental days at per diem based on the employee’s placement on the base salary in support of their assignments annually. Supplemental days shall be prorated based on annual FTE. The days shall be scheduled in cooperation with the psychologist’s supervisor and must be worked outside their normally scheduled work hours. School Psychologists will continue to ensure that Transfer Reviews for students are in place before the first day of school.
- F. School Nurses – School nurses may work up to ten (10) supplemental days at per diem in support of the development of health care plans and immunization work. The days shall be scheduled in cooperation with the nurse’s supervisor and must be worked outside their normally scheduled work hours. Supplemental days shall be prorated based on annual FTE. Nurses will continue to ensure that Care Plans for students are in place before the first day of school.
- G. Special Education – All certificated Special Education staff exclusive of the staffing categories referenced above may work up to three (3) supplemental days at per diem, in support of their assignments annually. The days shall be scheduled in cooperation with the special education supervisor and must be worked outside their normally scheduled work hours.
- H. Career and Technical Education (CTE) educators who advise a Career and Technical Student Organization (CTSO) or a locally developed equivalent and have submitted a Program of Work to the CTE Department may be paid for up to 60 hours per academic year at the Extra Pay for Extra Work rate. For non-recognized CTOSs or similar student leadership groups, educators must receive prior written authorization from the CTE Director, with a maximum of 45 compensated hours per academic year. Additional hours for all groups may be approved at the discretion of the CTE Department for planning, attendance, or supervision of events that support student leadership development. All requests for additional hours must be submitted at least ten (10) days in advance, with a response from the CTE Department provided within ten (10) days.

Section 73 – Teachers on Special Assignment

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

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

TOSAs will remain in the TEA bargaining unit and shall be prohibited from evaluating and making deployment decisions for other members. Information about the performance of individual members of the bargaining unit which is obtained through or by any TOSA shall not be used in the evaluation of any member or members of the bargaining unit. The District shall consult with the Association before assigning a TOSA to an administrative position in any building to which they were assigned in the previous year.

TOSAs may flex their workday as long as they work their contracted workday with approval from their administrator as outlined below.

Support before or after contract hours at a worksite for the purpose of:

- i. Leading or supporting Professional Development
- ii. Support of a student with unique educational needs
- iii. Meeting with teams to support instruction
- iv. Preparation and planning for professional development with school site staff.
- v. Mentoring teachers
- vi. Other activities identified and agreed to by the employee's administrator

Section 74 – Personnel Files

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

Section 75 – Cause

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

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

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

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

Section 76 – Equitable Treatment

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

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

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

Section 77 – Harassment and Discrimination

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

- A. Any employee who has a complaint regarding harassment may file said complaint with the employee’s direct supervisor. If the complaint is not satisfactorily resolved or if the complaint involves the supervisor, the complaint should be made to the appropriate level director.
- B. Any employee who has a complaint regarding discrimination based on race; religion; creed; color; national origin or ancestry; sex; gender identity or expression; sexual orientation; deliberate outing, deadnaming or misgendering; 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 may file said complaint provided in District Policy and Regulation 5265 and 5266. The appropriate form may be obtained from the District’s website. A copy of the form is reproduced in Appendix X of this Agreement.
- C. Employees have the right to use bathrooms and other facilities that align with their gender identity or expression, regardless of their sex assigned at birth.
- D. Preferred Names and Photos in Employer Documents. Any District computer system or document that can be viewed by the public or by a colleague should use an employee’s preferred name and preferred gender. Tacoma Public Schools will

use its best efforts to ensure that District systems and documents reflect an employee's preferred name and gender at the employee's request based solely on personal declaration. Employees have the right to request an update any photos of themselves in order to align with gender preferences. If Tacoma Public Schools is compelled by law to use an employee's legal name on certain documents or systems, in the event that this name is different than the employee's preferred name, Tacoma Public Schools will use its best efforts to keep the employee's legal name confidential. Employees may choose to include their preferred pronouns in public facing documents but are not required to do so.

- E. Tacoma Public Schools is prohibited by law from retaliating against any individual for reporting harassment or discrimination. Complaints about retaliation may also be filed under District Policy and Regulation 5265 and 5266.

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

Section 78 – Staff Diversity Plan

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

ARTICLE XI – EVALUATION AND PROBATION

Section 79 – Observation and Evaluation Procedures

- A. Philosophy of Evaluation – The District and the Association believe that evaluation is a collaborative, supportive, and continuous process meant to improve learning and instruction while enhancing job proficiency. To this end, teachers who achieve Level Four (4), Distinguished will be recognized by both the Association and the District.
- B. General Provisions:
 - 1. All employees will be evaluated within Washington State law.
 - 2. Evaluator – Employees shall be notified by November 1 by the administration as to who is responsible for their evaluation. No documentation of student growth goal(s) will be required prior to November 1.
 - 3. TEA bargaining unit members shall be prohibited from participating in the evaluation of other members of the bargaining unit. Information about the performance of individual members of the bargaining unit obtained through or by a member of the same bargaining unit shall not be used in the evaluation of any member(s) of the bargaining unit.
 - 4. A general staff meeting shall be scheduled prior to the beginning of formal observations in order to acquaint staff with the process to be followed and answer questions pertaining to the format for the observations, evaluations, the pre-and post-conferences.

5. A reassignment to a different grade level (P-K, 1-3, 4-5, 6-8, or 9-12) or subject area, or a transfer to a different building shall be noted on the evaluation record for the first (1st) two (2) years. If an employee is assigned to an area other than that of the employee's professional preparation, it may be indicated by the teacher/educational staff associate on the evaluation record during the pre-conference.
6. All unsatisfactory and basic evaluation ratings (levels one (1) or two (2)) shall be explained in writing by the evaluator at the time of the final evaluation meeting. Employees with fewer than five (5) years' experience will not be placed on probation based on a level two (2) summary score.
7. Yearly evaluations of each employee shall be completed no later than May 15.
8. Comprehensive evaluation will be used under the following circumstances:
 - a. A provisional employee shall be evaluated on the comprehensive process.
 - b. The comprehensive evaluation process shall be conducted once every six (6) years.
 - c. An employee may require that the comprehensive evaluation process be conducted in any given school year.
 - d. An evaluator may require that the comprehensive evaluation process be conducted in any given school year. If the employee's and evaluator's choice of evaluation process are in conflict, the comprehensive process shall be used.
 - e. Classroom teachers who have scored at levels one (1) or two (2) will be placed on the comprehensive evaluation.
9. Focused evaluation will be used under the following circumstances:
 - a. Classroom teachers who have scored at levels three (3) or four (4) on their annual evaluation and are not scheduled for a comprehensive evaluation on the six (6) year cycle.
 - b. Non-provisional classroom teachers will be evaluated on the focused plan five (5) out of six (6) years unless the evaluator initiates a move to the comprehensive evaluation. This must be communicated to the employee and documented prior to December 15.
10. The focused evaluation process shall be as follows:
 - a. One (1) of the eight (8) state evaluation criteria must be proposed by the teacher at the first (1st) pre-evaluation conference and approved by the evaluator.
 - b. If employees choose criterion one (1), two (2), four (4), five (5), or seven (7), they must also complete the student growth components in criterion three (3) or

six (6). If the employee chooses criterion three (3), six (6), or eight (8), no other criteria are required.

- c. The score received on the selected criterion in a focused evaluation is the score assigned as the final summative score only if it is higher than the most recent summative evaluation score.
 - d. A group of teachers may choose to collaborate on a shared goal.
 - e. Observations and conferences shall follow the guidelines set forth in the comprehensive evaluation plan.
11. For non-provisional employees, the evaluation rotation schedule for the term of this contract shall be contained in the appendices (Appendix XI).
 12. If the principal wishes to place the employee on the comprehensive evaluation process when the employee is eligible for the focused evaluation process, the principal and the employee shall meet to discuss the reasons for placement on the comprehensive evaluation process, no later than December 15. A TEA representative may be included at the employee's request.
 13. Information shall only be included in any evaluation if it has been previously addressed by the assigned evaluator during the evaluation period.

C. Observation and Evaluation Forms:

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

D. Observations

1. Prior to each formal observation(s) as outlined, an individual pre-conference is required. At this time, the evaluator and the employee will focus on the upcoming observation(s) and share learning targets aligned with the state criteria and instructional framework.
2. All employees newly employed by the District shall be observed within the first (1st) ninety (90) calendar days of the commencement of their employment for a

period of not less than thirty (30) minutes. Observation material must be completed and distributed following the procedures prescribed in C.2 of this section.

3. Third (3rd) year provisional employees will be observed three (3) times during the school year for no less than a total of ninety (90) minutes (RCW 28A.405.100).
4. In addition to the formal observation(s) required herein, the evaluator may make formal observations at any time during the school year, providing the employee has been notified prior to the evaluation. Observation notes shall be completed following each formal observation. Evaluators are expected to monitor the performance of staff through formal and informal observations. For formal and informal observations, evaluators are expected to give prompt feedback on examples of good teaching, as well as performance issues of concern, regardless of the circumstances in which the issues arose.
5. Employees may provide additional artifacts and evidence for consideration as part of the evaluation process.
6. During the school year each employee shall be observed for the purpose of annual evaluation at least twice in the performance of his/her duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. At least one (1) observation will be no less than thirty (30) minutes.
7. A series of observations must be completed within a period of six (6) workdays.
8. Within three (3) workdays, observation notes shall be provided to the employee per RCW 28A.405.100/
9. Within six (6) workdays of the completion of an observation or series of observations, a post-observation conference must be held to share perceptions and identify avenues for continued growth.
10. Non-classroom-based certificated instructional staff and ESAs will use the designated evaluation process tool.

E. Summative Evaluation

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

Section 80 – Probation Procedures

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

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

- A. **Step 1:** The evaluator will notify the employee in writing when the employee's rating(s) is(are) unsatisfactory. The evaluator and the employee shall work together to resolve the unsatisfactory condition(s) at this level per RCW 28A.405.100.
- B. **Step 2:** If, in the judgment of the evaluator, the matter is not being resolved at Step 1, then a written recommendation about the situation will be given to the employee and the Assistant Superintendent of Human Resources. That letter shall identify the deficiencies and note steps taken to resolve the problem. Having been so notified of the possibility of being placed on probation, the employee may request a meeting with the appropriate Human Resources Department administrator. The meeting will be held within five (5) days of the request.
- C. **Step 3:** If, in the judgment of the Assistant Superintendent of Human Resources, the matter is not being resolved at Step 1 or Step 2, or if the Assistant Superintendent of Human Resources, after insuring that reasonable efforts have been made to assist the employee, deems the situation to be of such nature that it be referred to the Superintendent immediately, the Assistant Superintendent shall summarize the situation, in writing to the Superintendent, with a copy to the employee.
- D. **Step 4:** If, in the judgment of the Superintendent, the matter has not been resolved at Step 2 or 3, and the employee's performance is still deemed unsatisfactory, the Superintendent may either involuntarily transfer the employee or place the employee on probation by following the procedures listed below, unless otherwise prohibited by law.
 - 1. The employee may be placed on probation by the Superintendent any time after October 15 for a period of sixty (60) school days and shall be notified in writing of stated areas of deficiencies, along with recommendations for improvement. During the period of probation, the employee may not be transferred from the supervision of the original evaluator.
 - 2. The original evaluator and an evaluator appointed by the District and agreed to by the Association shall meet with the employee at least twice per month to supervise and make written evaluation of progress of the employee.
 - 3. The probationary status may be lifted at any time if satisfactory improvement of stated deficiencies has been documented, but not later than May 15 of each school year.
 - 4. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from the assignment and placed into an alternative assignment for the remainder of the school year or, at the District's option, be placed on paid leave for the balance of the contract term. This reassignment may not displace another employee, nor may the

District's action adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year.

ARTICLE XII – ASSIGNMENT AND TRANSFER

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

Section 81 – Terms

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

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

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

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

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

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

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

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

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

Section 82 – New School Assignments

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

- B. Principals or program administrators may involve staff members in determining general assignment or deployment schedules for the upcoming school year, and such teams may create an initial assignment or deployment schedule based on employee preferences. However, the final assignment or deployment schedule is the responsibility of the principal or program administrator. If it becomes necessary to make reassignments due to staffing or student enrollment changes or other building needs, the principal or program administrator will make those assignment decisions based on individual qualifications and/or preferences.
- C. Before assigning or deploying an employee to a position other than one (1) of the preferences selected by the employee, or if the assignment preference form was not distributed to employees and an employee's assignment or deployment is to be changed, the principal/program administrator will first call a meeting of affected employees to examine options. This step is not necessary if an employee did not submit a preference form.
- D. End of Year: Employees shall be notified of the final teaching assignments as soon as possible, but no later than the Friday before the last day of school. If a change is made subsequent to the final notice, employees, including District-deployed staff, affected by the change will be notified of the change and the reason as soon as possible. Employees assigned to move schools will be provided with appropriate packing material and moving resources to move instructional materials to the new building. Impacted staff will follow the District moving procedures outlined by the Maintenance and Operations office and will pack all their instructional materials prior to the last day of school and the District will move instructional materials to the new school. For in-building classroom moves, impacted staff will work directly with their building administrator to coordinate in-building support to relocate instructional materials to the new classroom. Staff who are required to move locations either through displacement or administration direction will be given a \$100 stipend.
- E. Fall: Staff reassigned after the first (1st) day of school will receive up to two (2) days of release time for preparation. Staff unable to utilize release time shall be paid at per diem. The District will provide support for moving instructional materials and supplies.
- F. Semester: Staff experiencing changes of assignment, classroom, or subject area at semester will be advised of changes by January 15.
- G. Upon request, the principal/program director will meet with an employee or employees whose assignment(s) have been changed to discuss the reasons for the change(s).
- H. Every effort will be made to avoid requiring a secondary school teacher to teach more than two (2) subject areas, more than three (3) preparations, or any courses outside the area of endorsement, including online classes.
- I. District-deployed employees shall be notified of their assignments for the following school year by the Friday before the last day of school annually. Adjustments due to changes in student placement, academic and behavioral characteristics of students, related service needs, and program location will be made by October 15 annually. In unforeseen circumstances where an extension is necessary, the District will notify the Association with the rationale, and a new

deadline will be established. The District will provide the Association with a quarterly report of FTE to caseload ratios for all District-deployed staff. Upon request, said report may be supplied more frequently.

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

K. District Deployed Staff

- 1. District Deployed Staff are educators who are assigned to district sites, typically based upon FTE and identified need at individual sites. These staff members are District deployed: elementary specialists, multi-lingual teachers, TOSAs, SLPs, PTs, OTs, school psychologists, audiologists, nurses, TVIs, sign language interpreters, instructional coaches, and K-3 collaboratives

Deployment Procedures:

- a. Team Leads will collaborate with relevant District supervisors to assign staff to building sites. Staff preference and current placement will be priority factors with assignment.
- b. Should a building administrator request replacement of a District Deployed Staff member, they must communicate this preference to the employee and relevant District supervisor in writing. This communication must include rationale for re-deployment of the employee.
- c. Department Team Leads will collaborate with the relevant District supervisor to assign staff to building sites based upon building needs, staff strengths, and staff preferences.

Section 83 – General Procedure for Open Positions

For positions which are open, the following apply:

- A. Successful applicants for open positions shall be assigned in accordance with the certification they hold as described by current state regulations.
- B. Staff will participate in the staffing process by assisting in the preparations of position postings, participating in interviews, and making recommendations. At least one staff member from the Bargaining Group, and when available, that staff member will be from the appropriate work group, shall be on the interview team. The principal will

have the responsibility to make the final recommendation to Human Resources. Interviews shall be scheduled before or after the student day to ensure the related staff can be on the interview team when staff are not available during the day.

- C. The District and the Association will review all open positions. Postings shall include the reason for the vacancy.
- D. The District will post all positions (by specific job title and duties, specific building locations, specific open and targeted closing dates, and specific contract type) on the District website.
- E. An employee interested in transferring to an open position must complete the online application process on the District website. Employees may indicate their preferred grade levels and buildings on their application. This form will be logged in by date and time, which will be certified by the Human Resources Department.
- F. An open position will be filled within fifteen (15) workdays of the establishment of the interview pool unless a waiver is obtained from the Association and District.
- G. The Association may request an appeal in writing to the Assistant Superintendent of Human Resources, to seek clarification regarding the qualification criteria for any open positions. No posted position shall be filled if such an appeal has been filed until such time as the appeal has been resolved.

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

- H. Any position determined through the grievance process to have been filled contrary to the terms of this contract will be opened within fifteen (15) days of such determination, with the date of transfer of the successful applicant to be at the discretion of the successful applicant and administrator.
- I. The Human Resources Department will notify the appropriate administrator of the names of the following qualified (those individuals having appropriate endorsements and meeting highly qualified standards where required by the District in accordance with federal and state requirements or with a plan approved by the Assistant Superintendent of Human Resources to achieve highly qualified status) applicants for an interview:
 - 1. Three (3) most senior applicants defined by the collective bargaining agreement, and
 - 2. One (1) qualified applicant who has been displaced during the current year, and
 - 3. An applicant of the District's choice, which could include the temporary incumbent, if applicable (a person presently in the position that was filled after the school year began).

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

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

- K. The successful applicant for an open position shall have two (2) days to accept or reject the position. Once an employee accepts a position, said employee may not apply for another open position effective that same school year. Positions obtained under Displacements, are not restricted by this paragraph.
- L. The Human Resources Department, in consultation with the appropriate administrator and the employee, will establish the beginning date for the position. Positions opened after August 31 will be filled by a long-term substitute or employee on a replacement contract until the next September, when the successful applicant will begin.
- M. All employees who are interviewed for an open position will be notified by the Human Resources Department within five (5) workdays after the open position has been filled. Such notification shall include the name of the employee selected and the factors which led to the selection.
- N. On request, the most senior applicant(s) not selected for a position will be notified of the specific reasons in writing. Additionally, if an external candidate is hired over an internal candidate the District will notify the Association of the rationale.

Section 84 – Timeline Procedure for Filling Positions

The District will not fill open positions occurring at the following times as described below:

- A. Outside the staffing season will run June 21 through February 28. Outside the staffing season positions should be filled using the process in Section 84.I.
- B. The staffing season will run March 1 through June 20. During the staffing season positions should be filled using the following process:
 - 1. The Human Resources Department will notify the appropriate administrator of the names of the following qualified (those individuals having appropriate endorsements and meeting highly qualified standards where required by the District in accordance with federal and state requirements or with a plan approved by the Assistant Superintendent of Human Resources to achieve highly qualified status) applicants for an interview:
 - a. The two (2) most senior applicants defined by the collective bargaining agreement and
 - b. Two (2) qualified applicants who have been displaced during the current year, and
 - c. An internal applicant of the District’s choice, which could include the temporary incumbent
 - d. if applicable (a person presently in the position that was filled after the school year began)

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

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

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

Section 85 – Supplemental Conditions

- A. The District may fill up to five (5) open positions per year based upon extracurricular assignments. Such positions shall be posted pursuant to Section 84, General Procedures for Open Positions, by listing the extracurricular assignment as the open position; such positions shall include full time teaching assignments at the same school.

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

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

Section 86 – Displacement

- A. Displacement means the involuntary transfer of a District staff member due to a loss of building FTE or a reduction in building/categorical allocation. Displaced staff will retain their continuing contract status, pay, and benefits.
- B. Displacements shall not be made arbitrarily or capriciously but will be based on staffing needs.
- C. Both spring and fall displacements shall be determined by Washington State seniority, using certification and area of endorsement. The District will involuntarily transfer the least senior employee within the staffing category; provided, however, an employee will not be involuntarily transferred if another employee volunteers to transfer.
- D. No member shall be displaced more frequently than once in any 3 consecutive school years. Every effort shall be made to avoid transferring District-deployed staff two years in a row. Staff who are in their first 2 years of teaching shall be exempt from displacement.
- E. No member shall be displaced who is currently on a Plan of Improvement.
- F. Upon displacement, the District shall involuntarily transfer staff members in order of seniority, in the areas of endorsement, and with the building master schedule/grade levels needed to an appropriate placement. All efforts will be made to collaboratively work with the displaced employee to determine the best placement. Displaced staff will retain the option to apply for other open positions.
- G. Written notification of displacement shall be provided to impacted staff prior to May 15th. Staff subject to displacement after May 15th shall receive written notice by June 30. The Association shall be informed prior to impacted staff.
- H. Employees who have been displaced shall have the right to return to their former position if reinstated, or a position for which they are qualified at the former worksite, for a position of twelve (12) months from the last day of the school year during which they were displaced. In the event that such a position becomes open, the District shall

offer the position to the employee. The employee will then have forty-eight (48) hours in which to accept or decline the position. In the event that the employee opts not to return, the employee will only be considered for subsequent openings consistent with the applicable Assignment and Transfer provisions, Article XII, of the Agreement.

Section 87 – Involuntary Transfer

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

Section 88 – School Closures, Changes in School Attendance Boundaries, or Grade Level Reorganization between More than One (1) Site

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

- F. Displaced employees not selected for open positions at receiving schools shall be subject to displacement as set forth in Section 87.
- G. Available positions for which no displaced employees apply shall be posted and filled in accordance with Section 84, General Procedures for Open Positions.

Section 89 – Opening/Reopening a New School

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

- A. The Superintendent shall place on file in the Human Resources Office the proposed organizational plan of the school as soon as it is available but no later than March 1.
- B. The organizational plan shall set forth the number of positions at the new site together with required qualifications for each position.
- C. Once a principal has been named by the Superintendent, he or she shall establish a core team comprised of current employees selected from the District at large. The core team shall engage in such preparations as needed including the selection of remaining employees to fill available positions as set forth herein.
- D. All other positions made available by the newly opened school will be made available first (1st) to displace employees from the school(s)/site(s) transferring students to the new school as set forth in Section 89.
- E. Available positions for which no displaced employees apply shall be posted and filled in accordance with Section 84, General Provisions for Open Positions.

ARTICLE XIII – LAYOFF AND RECALL

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

Section 90 – Selection of Staffing Categories for Layoff and Recall

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

Section 91 – Staffing Categories for Layoff and Recall

- A. Teaching Staff – Elementary (K-5):
 - 1. Certification: An employee shall possess an appropriate valid Washington state teaching certificate other than a temporary or emergency certificate that authorizes the holder thereof to teach at the elementary level, as per WAC 181.82.

2. Preference for a position of librarian or media specialist will be given to an employee who has successfully completed a program in library/media science or who is in the process of taking/completing such a program.
- B. Teaching Staff Middle and High School Levels (6-8; 9-12) – Certification – An employee shall possess an appropriate valid Washington State teaching certificate, other than a temporary or emergency certificate, that authorizes the holder thereof to teach at the secondary level in identified subject areas, as per WAC 181.82.
- C. Education Support Associates (Preschool-12)
 1. Definition: The Education Support Associates (ESAs) shall include psychologists, counselors, nurses, speech language pathologists, physical therapists, occupational therapists, librarians and other areas of special certification.
 2. Certification: An employee shall possess the special credential or certification, and highly qualified status required for the particular position, as per Chapter 181-82 WAC.
- D. Special Education Staff (Preschool-12) – Definition – The special education staff shall include teachers of special education and other areas of special certification. An employee must satisfy the qualification criteria for the position required by Chapter 181-82 WAC.

Section 92 – Tie Breakers

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

Section 93 – Layoff

- A. All employees for whom no position is available shall be placed in the District layoff pool. An individual may remain in the layoff pool for no more than two (2) school years (ending August 31) following the employee’s layoff.
- B. Notice shall be given in the manner and at the time required by law to every employee who is affected by the layoff. The District shall make every effort to provide the Association with a listing of all employees to be laid off seventy-two (72) hours prior to Board notification.
- C. Performance of employees shall not be a factor in determining the order of layoff.
- D. Under such terms and conditions as may be imposed by the various insurance carriers, individuals in the District layoff pool may continue all or part of their group insurance benefit programs by payment, in advance, of the premiums for such insurance.

- E. All individuals in the layoff pool shall, upon request, be placed on the substitute teacher list following layoff and shall receive priority consideration for substitute assignments.
- F. Individuals in the District's layoff pool shall receive priority consideration for assignment to temporary contracted positions. The acceptance of a temporary contracted position shall not remove the individual from the District layoff pool.

Section 94 – Recall

- A. As positions become available, the District shall reinstate qualified individuals from the layoff pool, using the criteria specified above in Sections 93, Tie Breakers, and 94, Layoff.
- B. The District may hire new employees only where there is no individual in the layoff pool who meets the certification, endorsement and highly qualified standards specified for the available position.
- C. Individuals who obtain additional certification, qualifications, highly qualified status (where applicable), or college preparation while in the layoff pool shall be entitled to update their records with the Human Resources department. An individual in the layoff pool may change the designation of categories during the first (1st) week in December of each year. In filling a vacancy, the most recent category designation and certification, qualification, highly qualified status (where applicable), and college preparation information on file in the Human Resources department shall be determinative.
- D. An individual in the layoff pool shall have twenty-four (24) hours to respond following actual notice by telephone, other electronic media, in person, or in writing of an offer of recall. If the individual fails to respond, the individual's name shall be passed over for the position. If the individual fails to respond a second (2nd) time to an offer of recall, the individual's name shall be placed at the bottom of the seniority list for the layoff pool in the categories designated.
- E. An individual in the layoff pool shall have the right to reject one (1) offer of recall. If an individual in the layoff pool rejects a second (2nd) offer of recall, the individual's name shall be placed at the bottom of the seniority lists for the layoff pool in the categories designated.
- F. Where a position offered for recall has been rejected by all of the qualified individuals in the layoff pool, the District shall assign the position to the qualified individual holding the lowest position on the appropriate seniority list. Failure to accept such an assignment shall constitute forfeiture of all recall rights.
- G. The District will notify the Association, in writing, of all employment offers made to individuals in the layoff pool and the final outcome of such offers.

Section 95 – Involuntary Transfer Following Layoff

- A. In completing staff assignments for the school year in which a reduction-in-force occurred, the District will attempt to maintain each employee who is retained in the employee's current school or field or level or position; provided, however, that all

employees retained are subject to involuntary transfer within their certification and endorsements.

- B. All authorized positions not held by an incumbent, after application of the criteria, shall be deemed vacant and shall be posted for a period of five (5) days for filling from the retained employees.
- C. At the expiration of the posting period, all applicants among the retained employees shall be considered for the positions for which they applied within the staffing categories previously chosen.

ARTICLE XIV – GRIEVANCE PROCEDURE

Section 96 – Definition

A grievance is a claim based upon an alleged violation of this agreement, written District policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an employee by an administrator. A Grievant shall mean an individual employee, group of employees within a building or program, or the Association (as defined the below Section).

Section 97 – Procedure

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

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

- A. **Level I** – An employee with a grievance shall discuss the grievance first with the employee’s immediate supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. An Association representative may be present at the employee’s request. The supervisor will respond to the grievance in writing within ten (10) business days.

If a Level I grievance is not resolved, the Grievant has thirty (3) business days to file a Level II grievance

- B. **Level II** – In the event that the grievance is not resolved informally, it shall be reduced to writing by the grievant and presented to the immediate supervisor; no later than thirty (30) business days after the Level 1 grievance response.
 - 1. Upon receipt, the supervisor shall arrange a meeting with the Grievant to discuss the written grievance, which should be held within ten (10) business days.
 - a. The Grievant and an Association representative (at Grievant request) will be present at the meeting.

- b. If the Association is not in attendance, they may be notified of the Level II meeting by the supervisor.
 - 2. Within ten (10) business days after the meeting, the supervisor shall render a decision thereon, in writing, and present it to the Grievant and Association.
- C. **Level III** – If the Grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered as outlined in Section 98 B. 2 the Grievant may file the grievance in writing to the Superintendent or designee within ten (10) business days; with a copy sent to the administrator and the Association.
 - 1. The Superintendent or designee shall represent the administration at this level of the grievance procedure. Within ten (10) business days after receiving the written grievance, the Superintendent, or designee shall establish a meeting date with the aggrieved in an effort to resolve the grievance. When a grievance hearing is held at Level III and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the Grievant and approved by the District.
 - 2. If a Level III grievance is not filed in writing with the Superintendent within ten (10) business days after a Level II decision has been received in writing, then the grievance shall be waived. The decision from Level III shall be in writing and delivered to the Grievant and the Association. If the Grievant/Association is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) business days after the meeting with the Superintendent, or designee the Grievant/Association may file a Level IV grievance.

D. Level IV

Mediation:

If the Association is not satisfied with the disposition of the grievance at Level III, or if no written decision has been received within the time limits described in Level III, then the grievance may be referred to mediation at the option of the Association. Mediation can be requested at Level IV.

- a. The district and the Association must mutually agree to engage in mediation.
- b. The Association must notify the district within ten (10) business days of the conclusion of the Level III grievance decision of the Association's desire to refer the Level IV grievance to mediation.
- c. The district shall respond to the Association of their agreement or disagreement within ten (10) business days after receipt of the Association's written request.
- d. Both parties will agree to a 3rd party mediator and all others terms that are applicable
- e. Any costs for the services of mediation shall be shared equally by the District and the Association.
- f. If both parties agree or disagree to mediation, it does not limit nor deny the ability to advance the Level IV grievance to arbitration. If both parties do not mutually agree to the mediation outcome it does

not limit nor deny the Associations ability to advance to Level IV grievance arbitration.

Arbitration:

1. If the Grievant/Association is not satisfied with the disposition of the grievance at Level III, the Association may, within ten (10) business days after the decision is rendered, submit the grievance to arbitration.
2. Grievant/ Association Option – At the Grievant/Association's option, a grievance may be submitted in writing to the School Board prior to a request for arbitration, if the Grievant/Association is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) business days after the meeting with the Superintendent designee. The President of the School Board shall review the grievance appeal and shall determine whether or not a Board level grievance appeal shall be held. If the Board level grievance appeal is not held, the President of the Board shall reply to the Grievant/Association in writing within five (5) days.
3. The Association may request a list of arbitrators from the Federal Mediation and Conciliation Service. The District and the Association will select an arbitrator by alternately striking names from the list until an arbitrator is determined. As an alternative, the Association may submit the grievance to arbitration through the American Arbitration Association (AAA). If the AAA is used, the parties will be bound by the voluntary rules and procedures of the AAA for the selection of the arbitrator.
4. The arbitrator shall confer promptly with the representatives of the Board and of the Association, review the record of prior meetings and hold such further hearings as deemed necessary.
5. The arbitrator will have the authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings, or if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.
6. The arbitrator's findings shall be submitted in writing as soon as possible to the Board and the Association and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
7. Any costs for the services of the arbitrator shall be shared equally by the District and the Association.
8. Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or the postponement, unless the District and the Association mutually agree to other arrangements in reaching a settlement to the grievance.

Section 98 – Supplemental Conditions

- A. Exclusive representations for a grievant shall be through the Association except for an employee who may elect self-representation.
- B. There shall be no reprisal by the Association, the District or its employees by reason of the involvement of any person in the grievance procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.
- D. A grievance may be lodged by the Association.
- E. All grievances must start at the lowest level and must complete that level before advancing to the next level (unless a timeline is previously missed). In the event that a grievance at level 1 cannot be resolved without district resources and/or the alleged issue causing the alleged grievance has been identified at multiple sites, the grievant(s) and Association will work with the District to initiate the grievance at the higher level.
- F. For certificated employee grievances, the arbitrator shall have no power or authority to rule on any of the following:
 - 1. The termination of services or failure to reemploy any provisional employee.
 - 2. The termination of services or failure to reemploy any employee to a position on supplemental salary schedule.
 - 3. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect or reduction in force.
- G. Upon request, the Board agrees to provide necessary information to a designated representative of the Association.

AGREEMENT

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

FOR TACOMA SCHOOL DISTRICT NO. 10

Korey Strozier, President
Board of Directors

Date

FOR TACOMA EDUCATION ASSOCIATION

Angel Morton, TEA President

Date

MEMORANDUM OF UNDERSTANDINGS

Incentive Supplemental Contract

MEMORANDUM OF UNDERSTANDING

This MOU shall be deemed made and entered into this 22nd day of August 2024, by and between the Tacoma Public School District ("TPS") and the Tacoma Education Association ("TEA").

- 1.1. TEA and TPS are parties to a Collective Bargaining Agreement ("CBA"), with a term of September 1, 2022 through August 31, 2025.
- 1.2. On May 13, 2024, a question was asked in regard to payments for supplemental days for Special education staff listed in the CBA under Section 73 - Supplemental Contracts.

2. Terms and Conditions

Outlined below is section 73- Supplemental Contract of the CBA. Within the CBA there is language of which positions are to be paid a per diem using base salary to calculate rates (paragraphs C, D, G, and H) Additionally, the contract states that other supplemental contracts are paid per diem using a base + personal Responsibility Stipend (PRS) calculation (paragraph F).

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

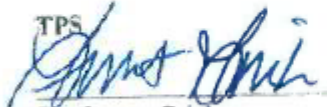
D. Middle School ESA Guidance – At the middle schools, four (4) supplemental per diem, based on the employee's placement on the base salary schedule, days shall be allocated to each ESA guidance staff member.

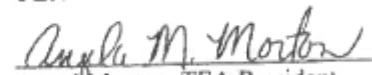
In the event an individual staff member chooses not to utilize the supplemental allocation, any unused days may be utilized by other guidance staff assigned to the school.

TPS and TEA
MOU re Section 73
1 Page

- F. School Psychologists – School psychologists may work up to ten (10) supplemental days at per diem, based on the employee’s placement on the combined salary schedule (base + personal responsibility stipend), in support of their assignments annually. Supplemental days shall be prorated based on annual FTE. The days shall be scheduled in cooperation with the psychologist’s supervisor and must be worked outside their normally scheduled work hours. School Psychologists will continue to ensure that Transfer Reviews for students are in place before the first day of school.
 - G. School Nurses – School nurses may work up to ten (10) supplemental days at per diem (base only) in support of the development of health care plans and immunization work. The days shall be scheduled in cooperation with the nurse’s supervisor and must be worked outside their normally scheduled work hours. Supplemental days shall be prorated based on annual FTE. Nurses will continue to ensure that Care Plans for students are in place before the first day of school.
 - H. Special Education – All certificated Special Education staff exclusive of the staffing categories referenced above may work up to three (3) supplemental days at per diem, (base only), in support of their assignments annually. The days shall be scheduled in cooperation with the special education supervisor and must be worked outside their normally scheduled work hours.
3. Other Terms and Conditions
- 3.1 Through examination, it has been determined that all supplemental contracts outlined in the CBA used base + PRS to calculate per diem rates.
 - 3.2 Consequently, TPS is seeking this amendment with the request to continue to calculate per diem using the base + PRS calculation for all supplemental contracts irrespective of verbiage indicating only base.
 - 3.3 TPS is communicating with Union regarding this current practice as information only since no action is needed.
 - 3.4 Entire Agreement- This Agreement constitutes the entire understanding of the parties as to the subject matter hereof, and shall not be modified or added to, except by written agreement executed by the parties.
 - 3.5 Non-Precedent Setting. This Agreement shall not be interpreted to create a past practice or precedent.

IN WITNESS WHEREOF, the parties shall be deemed to have executed this Agreement on the date first above written.

TPS

Dr. Forrest Griek
Director of Labor Relations
Date of Signature: 8/22/24

TEA

Angel Morton, TEA President
Date of Signature: 8/22/24

MEMORANDUM OF UNDERSTANDING

For the 2025-2026 school year only, those certificated employees who received a New Professional Signing Bonus during the 2024-2025 school year per the terms of Section 21, Paragraph E, Sections a.i. through a.v. shall receive a supplemental contract in the amount between \$700 and \$1000 to complete the terms of the New Professional Signing Bonus.

The Memorandum of Understanding will be in effect through August 31, 2026 for the District.

Tacoma Public Schools

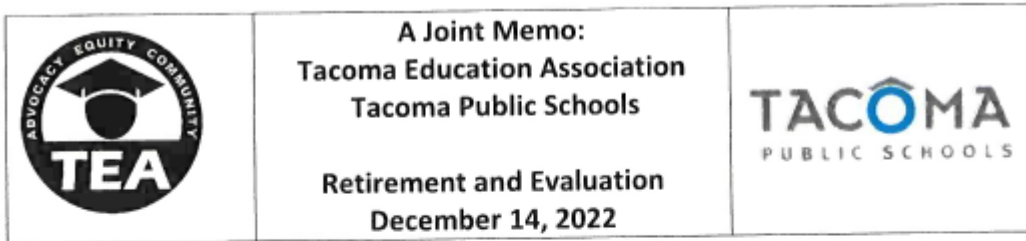
Teacher Education Association

Renee Trueblood, Assist. Superintendent
Human Resources

Angel Morton, TEA President

Date: _____

Date: _____



Section 80 of the Collective Bargaining Agreement (CBA) provides for Observation and Evaluation procedures. In addition, Washington State Law RCW 28A.405.100 outlines the minimum criteria for the evaluation of certificated employees. Section 73(E) provides staff an opportunity to receive an additional benefit for providing notice of retirement before March 15.

In order to clarify the parties' intent of complying with evaluation requirements and to show respect for an employee's retirement decision, Tacoma Education Association and Tacoma Public Schools agree as follows:

- 1) If a certificated employee provides the District with written notice of retirement using the District-approved form before March 15; and
- 2) If the employee's retirement has been identified on the Human Resources personnel report to the Board of Directors and subsequently approved by the Board; and
- 3) If the employee agrees that they have waived any right to rescind such retirement; then
- 4) The parties agree that the employee will be considered a "retiring employee."

The parties agree that a retiring employee will not:

- 1) Receive a contract for employment for the next school year;
- 2) Be considered a continuing employee;
- 3) Be considered an employee for purposes of RCW 28A.405.100(3)(b); and
- 4) Be evaluated under Section 80 of the CBA.

In partnership,



Penny Cramer
 President
 Tacoma Education Association


Renee Trueblood (Jan 4, 2023 17:08 PST)

Renee Trueblood
 Assistant Superintendent, Human Resources
 Tacoma Public Schools

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated February 26, 2025, is an agreement between the Tacoma Public School District ("District") and the Tacoma Education Association ("TEA") regarding the District calendar.

1. Background

- 1.1 The District and TEA are parties to a Collective Bargaining Agreement ("CBA") with a term of September 1, 2022, through August 31, 2025.
- 1.2 In order to obtain staff and community input as required by the CBA, Section 45, the District conducted a calendar survey of families and staff in December 2024.
- 1.3 The survey results indicate a strong preference for ending the school year before the Juneteenth holiday.
- 1.4 The survey results also indicate a strong preference for teachers to conduct Professional Development days before the Labor Day holiday.
- 1.5 The District's draft teacher and student calendars for the 2025-2026 school year has the school year ending after the Juneteenth holiday.
- 1.6 The District's new finance system, Focus, allows more flexibility to start teacher contracts before the 1st of September.

2. Terms and Conditions

- 2.1 The parties agree to the attached calendar for the 2025-2026 school year only.
- 2.2 The parties agree that certificated staff contracts will be issued effective August 20, 2025, for the 2025-2026 school year only.
- 2.3 The parties agree that the two Professional Development days as provided for in Section 43.C.1 will be scheduled after August 20 and before the Labor Day holiday.
- 2.4 The parties agree to the following changes to the CBA for the 2025-2026 calendar year only:

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

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

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

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

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

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

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

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

- H. When possible, if the objectives of paragraphs A-G are met, and if all other CBA and legal requirements are met, then if Veterans' Day falls on a Tuesday, the preceding Monday will be a non-student day and if Veterans' Day falls on a Thursday, the following Friday will be a non-student day.

3. Other terms and conditions:

- 3.1 This agreement constitutes the entire understanding of the parties as to the subject matter hereof, and shall not be modified or added to, except by written agreement executed by the parties.
- 3.2 This agreement shall not be interpreted to create a past practice or precedent.

IN WITNESS THEREOF, the parties shall be deemed to have executed this Agreement on the first date above written:

FOR TACOMA PUBLIC SCHOOLS

FOR TACOMA EDUCATION ASSOCIATION


Renee Trueblood (Feb 26, 2025 13:56 PST)


Angela M Morton (Feb 26, 2025 14:31 PST)

Renee Trueblood
Assistant Superintendent, HR

Angel Morton
President

MEMORANDUM OF UNDERSTANDING

Regarding the Addition of Duties to the Secondary Counselor Roles Between Tacoma School District and Tacoma Education Association

This Memorandum of Understanding (MOU) is entered into by and between the **Tacoma School District (TPS)** and the **Tacoma Education Association (TEA)**. The purpose of this agreement is to outline the terms regarding the addition of High School and Beyond Navigator responsibilities to secondary school counselor roles starting in the **2025-2026** school year.

Background

Secondary Counselors currently support students through academic advising, emotional and mental health support, crisis intervention, and college and career planning. The addition of new responsibilities to help students navigate High School and Beyond planning limits the time available for direct student services. While Secondary counselors are committed to supporting students, it is necessary to set clear boundaries to ensure the continued effectiveness of counseling services.

Agreement

1. Implementation

- a. The additional duties added to the middle and high school-(Secondary) counselor job descriptions will be implemented for the 2025-2026 school year and will be reviewed with TEA in the future prior to any changes.
- b. Applicable duties are outlined in the 2025-2026 TPS Secondary Counselor job description.

2. Defined Counselor Responsibilities

- a. The District and Association understand that there is an ebb and flow to counselor priorities based on student and school community needs. The District recognizes that Counselors have the education and expertise to prioritize their work for maximum efficiency and Principals will collaborate with Secondary Counselors on setting these priorities.

3. Training for Secondary Counselors

- a. Prior to the start of the school year, training will be provided to all Secondary counselors on the requirements of the High School and Beyond Plan and the Schoolinks platform.

4. Review Process

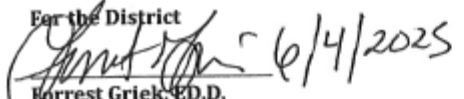
- a. To assess if this model is sustainable for continuation, a Peer Review of Individual Workloads will be conducted in three high schools and one middle school to assess the impact of the new responsibilities on Secondary counselor workloads; the review will be administered In November and April of the 2025-2026 school year.

- b. Feedback will be gathered from secondary counselors through surveys and collaborative discussions to assess feasibility and effectiveness.
- c. Representatives from the District and Association, including five secondary counselors, will meet in **May** to review the impact of the added duties and discuss possible adjustments.

5. Duration

This MOU shall remain in effect for the **2025-2026** school year. A formal review process will determine any next steps. This agreement may be amended at any time by mutual consent of both parties. This MOU is **non-precedent setting**.

For the District

 6/4/2025
Forrest Griek, ED.D.
Director of Labor Relations &
Whole Educator Support Human Resources

For the Association:

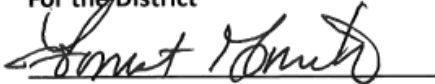

Angel Morton
President -Tacoma Education Association

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the **Tacoma School District (TPS)** and the **Tacoma Education Association (TEA)**. The purpose of this agreement is to codify a mutual commitment from TEA and TPS to study the application of making changes to Medicare Billing and changing to a Trimester to Semester Calendar.

This MOU shall remain in effect for the **2025-2026** school year. A review process will determine any next steps. This agreement may be amended at any time by mutual consent of both parties. This MOU is **non-precedent setting**.

For the District

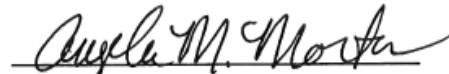


Forrest Griek, Ed.D.

Director of Labor Relations &

Whole Educator Support Human Resources

For the Association:



Angel Morton

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 follows:

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:

[Redacted area for Human Resources]

- Technology:

[Redacted area for Technology]

- Legal Office:

[Redacted area for Legal Office]

- Purchasing:

[Redacted area for Purchasing]

- Budget/Finance:

[Redacted area for Budget/Finance]

Print and sign your name:

[Redacted signature line for SCDM Chair]

[Redacted signature line for Worksite Administrator]

[Redacted date line for SCDM Chair]

[Redacted date line for SCDM Chair]

[Redacted date line for Worksite Administrator]

[Redacted 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.

Appendix IV - 2025-2028 Salary Schedules

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 Collective 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 a 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: _____
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 align="center">TACOMA SCHOOL DISTRICT NO. 10 Contract</p>	<p 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</u>, and 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]]
[[6: Supplemental Contract Description]]	[[6: Supplemental Contract \$]]	[[6: Supplemental Contract Facility]]	[[6: Supplemental Contract Begin Date]]	[[6: Supplemental Contract End Date]]	[[6: Supplemental Contract Issue Date]]
[[7: Supplemental Contract Description]]	[[7: Supplemental Contract \$]]	[[7: Supplemental Contract Facility]]	[[7: Supplemental Contract Begin Date]]	[[7: Supplemental Contract End Date]]	[[7: Supplemental Contract Issue Date]]
[[8: Supplemental Contract Description]]	[[8: Supplemental Contract \$]]	[[8: Supplemental Contract Facility]]	[[8: Supplemental Contract Begin Date]]	[[8: Supplemental Contract End Date]]	[[8: Supplemental Contract Issue Date]]
[[9: Supplemental Contract Description]]	[[9: Supplemental Contract \$]]	[[9: Supplemental Contract Facility]]	[[9: Supplemental Contract Begin Date]]	[[9: Supplemental Contract End Date]]	[[9: Supplemental Contract Issue Date]]
[[10: Supplemental Contract Description]]	[[10: Supplemental Contract \$]]	[[10: Supplemental Contract Facility]]	[[10: Supplemental Contract Begin Date]]	[[10: Supplemental Contract End Date]]	[[10: Supplemental Contract Issue Date]]

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	
<p>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.</p>	
I was discriminated based on the following protected class(es):	
<input type="checkbox"/> Age	
<input type="checkbox"/> Color	
<input type="checkbox"/> Creed	
<input type="checkbox"/> Gender Identity or Expression	
<input type="checkbox"/> Marital Status	
<input type="checkbox"/> National Origin or Ancestry	
<input type="checkbox"/> Pregnancy	
<input type="checkbox"/> Race	
<input type="checkbox"/> Religion	
<input type="checkbox"/> Sensory, Mental, or Physical Disability	
<input type="checkbox"/> Sex	
<input type="checkbox"/> Sexual Orientation	
<input type="checkbox"/> Use of a Trained Dog Guide/Service Animal by a Person with a Disability	
<input type="checkbox"/> 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

