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Title: Tacoma School District No. 10 Board of Directors and Tacoma Education Association (TEA), National Education Association (NEA), Tacoma Association of Educational Office Professionals (TAEOP), Tacoma Association of Public School Professional and Technical Employees (TASPTE), (2002) (MOA)

K#: 830456

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AGREEMENT
between the

2300 workers
(see second agreement)



Board of Directors
and the
Tacoma Education Association
UniServ Council
Unified Collective Bargaining Agreements

TEA
Tacoma Education Association

TAEOP
Tacoma Association
of Educational Office Professionals

TAPSPTE
Tacoma Association of Public School
Professional and Technical Employees

September 1, 2002 - August 31, 2005

1 **Section 3. Agreement Duration and Reopeners**

2
3 Duration: The Agreement and each of its provisions is binding and e
4 ~~September 1, 1999 to August 31, 2002; provided however, the Sectio~~
5 ~~Guides, Section 19. Insurance Benefits and work year shall be cons~~
6 ~~reopener for 2000-01, the second (2nd) year of the Agreement. Other~~
7 ~~opened by mutual agreement of the District and the Association Sept~~
8 August 31, 2005.

9
10 Loss of revenue: In the event that there is a significant loss of revenue
11 resulting from a levy failure, legislative action or passage of an initiative
12 the parties shall reopen applicable sections of the Agreement within thi
13 days.

14 Reopeners:

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

20 B) In addition, the parties may open applicable sections of the Agreement
21 task force and committee recommendations as provided for in the Agr
22

23 **Section 4. Status of the Contract**

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

26 **Section 5. Conformity to Law**

27 If any provision of this Agreement or any application of this Agreement to an
28 or group of employees should be found contrary to law, then such provision
29 application shall not be deemed valid and subsisting except to the extent per
30 law, but all other provisions or applications shall continue in full force and effe
31 Tacoma School District and the Tacoma Education Association agree to compl
32 state and federal guidelines and/or regulations. Therefore, all applicants seek
33 employment opportunities will be considered and will not be discriminated aga
34 the basis of race, color, national origin, sex or handicap. This is in accordance
35 Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973
36 amended; and Title IX/Chapter 28A.640 RCW of the Education Amendments o
37 as amended.

38 **Section 6. Rights of the Board**

39 The Board retains and reserves all powers, rights, authority, duties and respons
40 conferred upon and vested in it by the laws and the Constitution of the State of
41 Washington and/or the United States for the management and operation of the D
42 subject to the provisions of this Agreement.
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1 **Section 7. Distribution of the Contract**

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3 Copies of this Agreement shall be printed at the expense of the District within forty-five
4 (45) days after ratification by the Board and the Association and executed by the
5 authorized representatives thereto. A copy of this Agreement will be provided to each
6 employee covered by this Agreement.

7
8 ~~**Section 8. Reopener Provision**~~

9
10 ~~This Agreement may be reopened for amendment only by the mutual consent of the~~
11 ~~Board and the Association except as provided in Section 3. Duration and Reopeners, of~~
12 ~~the Agreement.~~

13
14 **Section 8. Bargaining a New Contract**

15
16 ~~A. —A meeting of representatives of the Association and representatives of the Board~~
17 ~~will be held once each month, if requested by either party, through February~~
18 ~~preceding the termination date of this Agreement in order to review~~
19 ~~implementation of this Agreement and to discuss topics that may eventually~~
20 ~~require bargaining. Special meetings may be requested to bargain other items~~
21 ~~mutually agreed upon. Insofar as possible, agenda items shall be exchanged ten~~
22 ~~(10) days prior to any meetings.~~

23
24 A. Bargaining will be conducted at times and places mutually agreeable to the
25 negotiators named by each party, provided the first (1st) meeting shall be held
26 within ten (10) school days after March 1 or as soon thereafter when deemed
27 appropriate as mutually determined by the parties.

28
29 B. During negotiations the Board and the Association will present data, exchange
30 points of view, and make proposals and counter proposals. The negotiators for
31 each party shall have the authority to make tentative agreements. However, final
32 agreement shall be contingent upon favorable ratification by the Board and the
33 Association.

34
35 C. Bargaining sessions should be held at least twice a week subsequent to the first
36 (1st) meeting unless there is mutual agreement to the contrary. Negotiators on the
37 Association team will be released from school without loss of pay when day
38 sessions are scheduled.

39
40 D. The District shall furnish the following information prepared by the District in
41 whatever form, format and/or title, after it is prepared, upon request by the
42 Association: budget(s), pupil-teacher ratio report, monthly classification report,
43 monthly and annual financial report(s), computer printout of the budget(s), and
44 staff placement on the salary schedules.

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46 E. Any changes in these procedures shall be made through the process of bargaining
47 as provided herein.

**ARTICLE II
BARGAINING UNIT PRIVILEGES**

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Section 9. Association Leaves

TEA President: The Board agrees to provide a leave of absence with pay to the President of the TEA during his/her term of office. TEA will reimburse the District equal to the salary and all benefits of the President.

Upon return from leave, a 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 he or she would have been achieved had no absence occurred. Further, upon return from leave, the President will be given the same consideration for returning to the same or a last assignment as if he or she had been on active duty. If the position of last assignment no longer exists, the employee will be assigned in accordance with Article XII, Assignment and Transfers.

Association Officers and Representatives:

- A. Up to a total of ninety (90) days of released time per school year with substitute paid by the District shall be provided to the Association for its officers and representatives. Requests for such leave shall be made to the office of Labor and Legislation in advance of the leave. In addition, an employee should notify his/her principal/supervisor at the time of request. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates Chapter 41.59 RCW.
- B. 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 the cost of the substitute shall be reimbursed to the District by the Association. Requests for such leave shall be made to the office of Labor and Legislation 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 (1) time under item C of this section.

Section 10. Dues Deductions

Authorization: Upon written authorization, whether for unified membership dues or Association or equivalent fee, 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.

Cancellation: Cancellation of dues must be received in the finance office of the Association. The District shall provide for automatic reimbursement of dues deduction for Association dues for employees returning from leave – unless otherwise provided through written notice by the Association.

1 Substitutes: The Association must notify the Superintendent in writing no later than
2 September 1 annually of the payroll deduction for substitutes. The District will deduct
3 the amount specified by the Association for dues if authorized in writing by a regular
4 substitute.

5
6 **Section 11. Representation Fee**

7
8 No employee will be required to join the Association; however, those employees who
9 are not Association members but are members of the bargaining unit will have
10 deducted from their salaries a representation fee. The District is authorized to deduct
11 the required amount from each monthly paycheck. The amount of the representation
12 fee will be determined by the Association and communicated to the finance office in
13 writing. The representation fee shall be an amount less than the regular dues for the
14 Association membership in that non-members shall be neither required nor allowed to
15 make a political (WEA-PAC) deduction. The representation fee shall be regarded as
16 fair compensation and reimbursement to the Association for fulfilling its legal obligation
17 to represent all members of the bargaining unit. (Reference RCW 41.59.090).

18
19 In the event that the representation fee is regarded by an employee as a violation of
20 their right to non-association, such bonafide objections will be resolved according to the
21 provisions of RCW 41.59.100, and Chapter 391-95 WAC.

22
23 The Association agrees to defend, indemnify, and hold the District harmless (suits by
24 the District excepted) against any and all claims, suits, orders, or judgments brought or
25 issued against the District as a result of any action taken or not taken by the District
26 pursuant to proper implementation of this section contingent upon the District's
27 agreement that the Association shall be authorized to defend such suit through an
28 attorney of the Association's own choosing.

29
30 **Section 12. Building Use**

31
32 School Visits: The President and a UniServ Director of TEA may visit schools at all
33 reasonable times, or the President and a UniServ Director of TEA may appoint one
34 designated representative to visit in their place; provided, however, that this shall not
35 interfere with, nor interrupt, normal school operations; and provided further that upon
36 arrival at a school the main office is notified.

37
38 Association Meetings: The Association may use District school buildings and
39 equipment with replacement of consumable supplies for meetings and to transact
40 official business on school property at all reasonable times as long as the meeting shall
41 not interfere with or interrupt normal school operations.

42
43 **Section 13. Communications**

44
45 The Association shall have the sole and exclusive right to communicate with employees
46 represented by the Association through use of employee mailboxes in the building and
47 use of faculty bulletin boards, except as provided by law. In implementing this section

1 the only requirement of the District is to notify each competing organization that the
2 Association has the aforementioned sole and exclusive right.

3 4 **Section 14. Delivery Service**

5 The District will provide intradistrict delivery service to the Association office consistent
6 with intradistrict delivery service supplied to schools and without censorship of content.
7

8 9 **Section 15. Labor-Management Meetings**

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

16 In no event can agreements reached in labor-management meetings abridge, add to, or
17 subtract from the collective bargaining agreement provided, however, that such
18 agreements may be made subject to ratification by the Association and the Tacoma
19 Public Schools Board of Directors.
20

21 The Association may include up to six (6) employee representatives, inclusive of the
22 Presidents of the classified and certificated TEA employee groups/designees and
23 UniServ Directors. The Superintendent, Director of Labor and Legislation, and up to
24 four (4) additional members shall represent the District. Other resource personnel shall
25 be available upon request by either party.
26

27 In order to assure communication, agendas and minutes for meetings shall be taken
28 and distributed by the parties.
29

30 31 **Section 16. Site-Centered Decision-Making**

32 A. The Tacoma Public Schools Board of Directors and the Tacoma Education
33 Association (TEA) agree to explore a process of decision-making that will
34 deliberately place greater authority and responsibility for education and related
35 decisions within the school itself. The Board and Tacoma Education Association
36 will jointly explore changes in philosophy, structures and procedures that will
37 facilitate this change with the goals of the following:
38

- 39 1. Providing better collaboration in the delivery of quality educational services;
- 40 2. Placing the decision-making closer to teaching and learning;
- 41 3. Creating an environment that can listen better and respond more quickly to the
42 needs of parents and students; and
- 43 4. Improving the work environment of all educational employees in order to
44 ultimately enhance the learning environment for children.
45
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1 5. The parties also believe that in the process of the implementation of Site-
2 Centered Decision-Making, there will be a growing sense of openness of
3 communications and trust, and an attitude of collaboration in raising the levels
4 of expectations and performance for all students in the District.

5
6 B. District-level Facilitation (Anchors)
7

8 In order to provide Districtwide facilitation and support for Site-Centered Decision-
9 Making, the Superintendent, President of the Tacoma Education Association, and
10 a designated member of the School Board serve as "anchors" for the SCDM
11 process and shall be responsible for providing overall guidance and support for
12 Districtwide implementation of Site-Centered Decision-Making. The role of the
13 SCDM "anchors" shall include but not be limited to the following:
14

- 15 1. To provide direction and guidelines to the process.
- 16 2. To make decisions with respect to the pace and scope of the process.
- 17 3. To attain resources and other support for those involved in the form of training
18 sessions and facilitated meetings.
- 19 4. To establish general steps for preparation and training at school sites.
- 20 5. To insure that the District's pace and support for moving decision making
21 authority to school sites are in harmony and to provide high quality decision-
22 making while keeping the change process moving.
- 23 6. To collaborate in "unsticking" the process when it runs into difficulties and
24 obstacles.
- 25 7. To model and encourage participatory decision making at all levels of the
26 organization, and
- 27 8. To manage an SCDM budget that has been adopted annually in support of
28 SCDM implementation.

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37 C. Decision-Making Principles/Parameters

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39 The District and Tacoma Education Association agree to the following parameters
40 and operating principles which shall guide the Site-Centered Decision-Making
41 process at school sites.

- 42 1. Site-Centered Decision-Making is a joint planning and problem-solving
43 process that responds to diverse educational needs. Site-Centered Decision-
44 Making is a shifting of decision-making from a centralized process to a shared
45 process involving certified staff, classified staff, administrators and parents.
46 Students may be included as determined at each school site.

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Site-Centered Decision-Making requires time, commitment and trust. Centered Decision-Making empowers educational employees and includes the involvement of all staff in the educational process. Site-Centered Decision-Making is a process that ultimately improves achievement and instruction.

2. Site-Centered Decision-Making is a process in which those affected by the decision participate, either collectively or through a representative of their selection, in making decisions. This process includes open dialogue in which issues are presented, defined, discussed and resolved. Each school site is responsible for developing and communicating written procedures which describe their decision making model(s) and shall include how staff, parents and students are involved in the process.
3. Before a building's Site-Centered Decision-Making 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.
4. If a Site-Centered Decision-Making proposal is contrary to any terms of a collective bargaining agreement, state or federal guidelines or District guidelines, regulations or policies, a waiver from the appropriate body must be obtained.
5. The Site-Centered Decision-Making team will be responsible for developing site building plans, an evaluation plan and maintaining appropriate records.

Each site shall conduct an annual self-assessment of its Site-Centered Decision-Making process. The content and format for any such evaluation shall be approved by the District's anchors. Staff members and participating parents and students in Site-Centered Decision-Making shall have an opportunity to participate in the assessment which shall include, but not be limited to, the effectiveness of the decision making process, the effectiveness of communication, the level of staff and parent participation and the impact of Site-Centered Decision-Making on school improvement efforts. The results of the assessment shall be shared with staff, parents and students who participated in Site-Centered Decision-Making, and the appropriate Assistant Superintendent as a means to reflect on and improve the process as well as an opportunity to celebrate successes.

D. Limitations

The parties agree to explore all the implications of the Site-Centered Decision-Making process. However, neither the Administration, the School Board nor the Tacoma Education Association shall be required nor expected to set aside their respective responsibilities or certain traditional dimensions of organizational roles. Site-Centered Decision-Making responsibilities and organizational roles include the following:

1. State and federal laws as applicable.

- 1 2. Superintendent of Public Instruction rules and regulations.
- 2
- 3 3. Tacoma Public Schools Board policies and administrative regulations and
- 4 guidelines including adopted curriculum and programs.
- 5
- 6 4. The collective bargaining agreements between any of the organized labor
- 7 groups and the Tacoma Public Schools.
- 8
- 9 5. The responsibility, authority and accountability of the principal in the day-to-
- 10 day management of the schools.

11
12 E. Waivers

13
14 The District anchors will accept requests for waivers from an existing policy,
15 regulation, or a portion of the collective bargaining agreement. These requests will
16 then be referred to the appropriate mechanism for action (i.e., take to TEA if issue
17 deals with the Agreement, take to Board of Directors if issue deals with Board
18 policy, etc.) The timelines for submitting waiver requests shall be determined by
19 the anchors and shall be communicated to staff prior to October 1st annually.

- 20
- 21 1. Any potential impact on students and parents and their involvement in the
- 22 development of the waiver proposal shall be clearly documented prior to the
- 23 submission of the request.
- 24
- 25 2. It is clearly understood that these approved waivers are not to be considered
- 26 as a precedent nor shall they be district-wide.
- 27
- 28 3. The approved waivers are subject to time limits established by the appropriate
- 29 body.
- 30
- 31 4. In the Site-Centered Decision-Making process, the sites shall be expected to
- 32 report to the District anchors regarding the implications, successes and
- 33 failures based on such exceptions/waivers.
- 34
- 35 5. Any budget implications or potential impact on other schools and/or programs
- 36 shall be determined prior to consideration of waiver requests.

37
38 F. Participation

39
40 Each school shall be expected to participate in the Site-Centered Decision-Making
41 process. Individuals within schools may choose not to participate. However, the
42 decision making process in each school will be clearly defined, highly participative,
43 team oriented, and parent and student focused.

44
45 At the same time, no adverse employment action will be taken against any staff
46 member because of his/her non-participation in the Site-Centered Decision-
47 Making process.

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G. Reconsideration

The parties recognize that the mutual exploration of Site-Centered Decision-Making may lead into difficult areas and unforeseen problems. However, the parties take this risk in good faith and with a readiness to examine attitudes, beliefs and behaviors and to both learn and improve together.

In order to assure the necessary safeguards and acceptance of the established process, the parties may choose to voluntarily withdraw from the terms and conditions of this section by providing written notice. In addition, either party may initiate changes to this section which would be subject to approval by the School Board and by the Tacoma Education Association.

In the event that such notice is provided, there will be a "cooling off" period of sixty (60) calendar days during which the anchors will meet at least twice to discuss the issue(s). If, after the sixty (60) day period, one party wishes to withdraw from participation, the Site-Centered Decision-Making process described in this section will be considered terminated.

**ARTICLE III
SALARIES AND BENEFITS**

Section 17. Salary Guides

A. Base Salary

The base salary of the salary schedule, while maintaining the current index, shall be ~~\$27,817 (inclusive of TRI) for the 2001-2002 school year, \$29,603 (inclusive of Professional Responsibility Stipend) for the 2002-2003 school year and for the 2003-2004 school year~~ the current index and Professional Responsibility Stipend shall be increased by the state pass through amount plus 1.00% and the for 2004-2005 school year the current index and Professional Responsibility Stipend shall be increased by the state pass through amount plus 1.44%, provided, however, any employee on a salary schedule cell who is paid less than the state law requires, now or hereafter amended, will be paid the salary required by said law as per Appendix III, Salary Schedule.

~~B. New Employees~~

~~Employees who are new to the District shall be paid a stipend equal to their daily rate for each day of required orientation. Six additional hours were added for 2001-02.~~

~~C. Hourly pay: There shall be three (3) hourly rates of pay, based upon the salary schedule. The Extra Pay for Extra Work base is \$26,116 for the 2001-02 school year.~~

- 1 ~~1. When employees are authorized pay as inservice presenters or trainers, the~~
2 ~~rate of pay shall be 0.14% of the extra pay base salary per hour.~~
- 3
- 4 ~~2. Summer school and other assignments authorized for pay at an hourly rate~~
5 ~~shall be paid .11% of the extra pay base salary per hour.~~
- 6
- 7 ~~3. When employees are authorized hourly pay as a workshop participant, the~~
8 ~~rate of pay shall be .09% of the extra pay base salary per hour.~~
- 9

10 B. Incentive Supplemental Contracts

11
12 The following incentive supplemental contracts are provided outside of the base
13 contract and in compliance with applicable state laws:

- 14
- 15 1. New Professional signing bonus
16 Certificated staff hired for the 2002-03 school year placed on either:
 - 17 a. the BA+O column and 0 years of experience step, or
 - 18 b. the MA+O column and 0 years of experience step
19 will receive a supplemental contract in the amount of \$1000. In 2003-04,
20 these same individuals will receive a supplemental contract in an amount
21 between \$700 and \$1000.
 - 22 c. the pass through percentage is known and applied to the base and the
23 professional stipend schedule is adjusted according to Section A, and
 - 24 d. a calculation is made to assure, to the extent possible, that the individual
25 will not receive compensation in 2004-05 that in total would be less than
26 that received in 2003-04.
- 27

28 The above process will be applied in subsequent years using the same criteria
29 and processes.

- 30
- 31 2. Hard-to-fill position signing bonus
- 32

33 When a position has been posted for thirty (30) days and no qualified
34 applicants have applied for the position, the position is deemed "hard-to-fill."
35 The position can then be advertised as having a signing bonus of \$1000 for
36 each of the first two years employed by the District.

- 37
- 38 3. ESA Hard-to-fill position signing bonus
- 39

40 The District and Association will jointly agree to designate for each school year
41 those ESA categories that are hard to fill. These positions will be advertised
42 as having a signing bonus of \$1000.

- 43
- 44 C. Prorating of per diem pay for salary computation shall be based on a work day
45 assumed to be eight (8) hours.
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Employees who are authorized and agree to teach beyond their contractual work day shall be paid at their individual hourly per diem rate. Such extra work shall be limited to one (1) hour per day and shall not be authorized for more than 180 days in three 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. Such positions will be posted in the *Staff Bulletin*.

D. When employees are required to work more than 180 days performing substantially the same duties as in the regular school year, they will be compensated at their per diem rate.

~~E. The District may grant out-of-state credit on the salary schedule; provided, however, only four (4) years of out-of-state credit will be counted towards an employee's seniority.~~

E. All clock hours and inservice or professional credits that are accepted by SPI (Form S275) as per WAC 180- 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.

F. An employee with an Extra Pay for Extra Work assignment will be paid in accordance with Section 20. Extra Pay For Extra Work.

G. ~~For the 1999-00 school year, employees who gain or hold National Board Certification shall receive a stipend equal to fifteen (15) percent of their base salary consistent with SPI rules. For 2000-01 and thereafter, employees who gain National Board Certification shall receive a stipend as authorized and funded by the state.~~

H. Contingent reopener: In the event the Legislature authorizes and funds additional State monies to the District for salary increases for certificated, nonsupervisory employees, the District and Association will reopen this section for negotiations for the purpose of distributing such additional monies.

Section 18. Certificated Years of Experience Eligibility Criteria For Salary Schedule Placement

Final and official placement on the salary schedule shall be dependant upon verification of credits and experience supplied by the employee.

A. Employees hired after September 1, 1999 shall be placed on the Tacoma School District No. 10 salary schedule as provided in this subsection.

1 The recognition of years of service and applicable degrees and credits earned
2 shall be consistent with state-established guidelines for placement on the
3 Legislative Evaluation and Accountability Program (LEAP) salary allocation
4 documents.
5

6 B. Employees hired on or before September 1, 1999 shall be placed on the Tacoma
7 School District No. 10 salary schedule as provided in this subsection.
8

- 9 1. The term "certificated years of experience" for salary placement only means
10 the number of years of accumulated full time and part time professional
11 education employment prior to the current reporting school year in the state
12 of Washington, out-of-state, and a foreign country. ~~(WAC 392-121-245)~~
13
- 14 2. ~~As per Regulation 3660.1, new~~ Staff members who have been teaching in a
15 Washington public school will be given one (1) increment for each year of
16 contracted, full time teaching experience.
17
- 18 3. ~~As per Regulation 3660.1, For salary schedule placement purposes,~~ teaching
19 experience outside the state of Washington will be granted at the rate of one
20 (1) increment for each year of experience at an accredited/approved school.
21 (Preschool, elementary, secondary.)
22
- 23 4. ~~The District may count out-of-state credit on the salary schedule; provided,~~
24 ~~however, only four (4) years of out-of-state credit will be counted toward an~~
25 ~~employee's seniority. For purposes of attaining the twenty year increment~~
26 ~~and to determine seniority for purposes of Reduction in Force (RIF), the~~
27 ~~District may count only four (4) years of out-of-state teaching experience~~
28 ~~credit~~
29
- 30 5. ~~As per Regulation 3660.1, Teaching~~ experience at non public schools which
31 have been recognized by OSPI at a rate of one (1) increment for each year of
32 experience will be granted if the service was in a position requiring education
33 certification and the non public school was accredited by the state in which
34 the service was rendered. (Preschool, elementary, secondary.)
35
- 36 6. For service certificated years of experience credit and increment purposes,
37 the equivalent of 90 student days as per the approved calendar on temporary
38 contract or on regular contract shall constitute a year of service and entitles
39 the certificated employees to the normal increments. After nineteen (19)
40 years of service an employee is eligible for a twenty (20) year service
41 increment equal to 5% of the ~~base salary~~ previous step as defined in 4.
42 above.
43
- 44 7. All clock hours and inservice or professional credits that are accepted by
45 OSPI (Form S275) ~~as per WAC 180-85-030~~ will be accepted by the District
46 under contract on or before August 31, 1990 shall be grandfathered. All

1 credits earned prior to September 1, 1989, and currently applied to the salary
2 schedule shall be maintained.

3
4 8. Additional specific provisions are as follows:

- 5
6 a. Guidance staff hired before September 1, 1997 will be granted agency
7 experience at the rate of one (1) year experience credit for each two (2)
8 years of agency experience up to a maximum of six (6) years on the
9 salary schedule. Guidance staff hired after September 1, 1997 will be
10 granted experience in accordance with the LEAP schedule requirements
11 developed by the State of Washington. For experience to be recognized
12 it must be educational experience in public or private preschools,
13 elementary or secondary schools which require certification.
14
15 b. Physical Therapists and Occupational Therapists will be given four (4) or
16 more years experience credit for previous certificated employment in
17 positions which required certification.
18
19 c. One (1) year's experience will be granted for every two (2) of military
20 experience, to a maximum of two (2) years.

21
22 Effective September 1, 1998 for new hires, military experience, up to a
23 total of four (4) years, (for a maximum of two (2) years credit) will be
24 given on the salary guide on the basis of one-half year for each year of
25 military service. Credit for military service will be granted only if an
26 employee's actual teaching service was interrupted by military service.
27

- 28 d. Nurses, Psychologists, and Speech Language Pathologists hired
29 between November 25, 1980 to August 31, 1990 were granted agency
30 experience at the rate of one (1) year experience credit for each two (2)
31 years of agency experience up to a maximum of six (6) years.

32
33 Nurses, Psychologists, and Speech Language Pathologists hired
34 between September 1, 1990 and August 31, 1997, according to
35 Regulation 4141.1 in effect at that time, were granted experience as
36 follows:

- 37
38 1) For nonpublic school work experience approved by the Human
39 Resources Department, credit will be given at a rate of one (1)
40 increment for each year of approved experience up to a maximum
41 of ten (10) years of credit on the salary schedule. No credit will be
42 given for self-employment.
43
44 2) The only work experience considered is the work experience after
45 degrees, certification, etc., which are required by the District, have

1 been completed; provided, however, that the degrees, certification,
2 etc., were also required for the position by the other employer.
3

4 C. Placing Vocational Educators
5

6 1. Degreed employees:
7

8 Each certificated instructional employee, including vocational educators, with
9 a related degree shall be placed on the salary schedule based on the
10 employee's years of educational experience, highest degree level and total
11 eligible credits. (The Office of the Superintendent of Public Instruction
12 recognizes some community and technical college experience.) The Director
13 of Vocational Education will determine whether the vocational certificate was
14 acquired as the result of the college degree rather than business and/or
15 industry experience or whether the degree is "incidental to or not related to"
16 the vocational certificate. (WAC 392-121-250(3)).
17

18 2. Nondegreed employees:
19

20 Each employee holding a valid vocational certificate obtained as a result of
21 occupational experience shall be placed on the salary schedule as follows:
22

23 a. Initial placement shall be on the BA column.
24

25 b. Additional credits shall be calculated thus:
26

27 1) Only credits earned after all of the minimum requirements for initial
28 vocational certification will be applicable. These credits must be
29 approved as vocational educator training by OSPI Vocational-
30 Technical Education office. (These requirements are generally more
31 restrictive than those for regular certified employees.)
32

33 2) Only occupational experience earned after the date upon which the
34 employee met the minimum experience requirements for initial
35 vocational certification can be converted into nondegree credits. This
36 date is indicated by the date the initial certification is issued.
37

38 (a) Nondegree credits are determined as one credit for each 100
39 clock hours of occupational experience up to a maximum of 20
40 credits per calendar year. (Management experience is also
41 occupational experience.)
42

43 (b) Nondegree vocational educators are not eligible for reporting of
44 academic, in-service or "excess" credits.
45

46 3) Eligible years of certificated years of experience:
47

- 1 (a) Credit may be granted for prior professional educational
2 employment (including teaching at some community and
3 technical colleges.)
4
5 (b) Credit may be granted for up to a maximum of 6 years of
6 verified management experience calculated thus:
7
8 (1) Work as a supervisor, foreman or manager in the
9 occupational area in which the person will instruct.
10 Occupational experience is defined by WAC 180-77-
11 003(7) "as paid or unpaid work experience in the career
12 field to be taught."
13
14 (2) The "start point" for conversion of management experience
15 into certificated years of experience is the date upon which
16 the individual met the minimum occupational experience
17 requirements for vocational certification. Only
18 management experience acquired after that date may be
19 converted into certificated years of experience.
20
21 (3) One year equals 2,000 hours of occupational experience in
22 the specific vocational field to be taught.
23
24 (4) The years of experience resulting from the process are not
25 credited to seniority. Only educational experience is
26 credited to seniority.
27

28 **Section 19. Insurance Benefits**

29 **A. Sound Partnership Trust**

30 All insurance programs shall be offered to the employees through the Sound
31 Partnership (hereinafter "TRUST"), unless otherwise expressly provided for the term of
32 this Agreement. There shall be ten (10) trustees, five (5) of whom are appointed by the
33 District, three (3) by the TEA President, one (1) by the Operating Engineers, Local 286,
34 and one (1) by the Tacoma Federation of Para-Educators, Local 461 unless otherwise
35 provided for in statute. The length of the appointment, responsibilities and powers of
36 the trustees shall be determined by the Trust document, provided the trustees shall
37 have no authority to act in violation of this section.
38
39

40 **B. Benefits**

41 In keeping with the powers and responsibilities as described in the TRUST document,
42 the trustees shall determine the benefits to be provided and the contributions required
43 of plan participants. The TRUST shall offer group: long-term disability, term life, vision,
44 dental and health insurances.
45
46

1 C. District contribution

2
3 The District shall provide an insurance benefit contribution to the TRUST of the State
4 allocation amount per month designated for current employees, per eligible FTE (~~1440~~
5 ~~hours classified~~). In addition, the District shall provide an additional amount per eligible
6 FTE as follows:

7

8 <u>2002-03</u>	<u>\$36.36 per month</u>
9 <u>2003-04</u>	<u>\$50.00 per month</u>
10 <u>2004-05</u>	<u>\$60.00 per month</u>

11

12 D. Eligibility

13
14 An employee is eligible for insurance benefits if the employee's regular working
15 assignment is for at least half time. An employee whose working assignment is for
16 at least half time or more but not full time shall be eligible for a prorated payment
17 for insurance benefits.

18
19 In the event of a death, divorce or retirement of a spouse, in whose name a policy
20 has been issued, an employee will be allowed 30 days in which to enroll in the
21 health insurance plan.

22
23 E. Benefit Effective Dates

24
25 The Insurance benefit contributions and provisions contained in this section shall
26 remain in full force and effect from the date of ratification by the parties to August
27 31, ~~2002~~ 2005 and may be reopened for negotiations only in the following events
28 unless otherwise provided for in this agreement:

- 29 1. Legislation is passed which requires fringe benefit coverage from another
30 source.
- 31
- 32 2. Any provision of this section does not comply with the law.
- 33
- 34 3. Legislation removes or eases compensation limitations. Or,
- 35
- 36 4. The TRUST is dissolved or considers dissolving.
- 37

38 **Section 20. Extra Pay For Extra Work**

39
40 All assignments covered by the Agreement shall be posted with consideration given to
41 members of the bargaining unit prior to hiring from outside candidates.

42
43 No employee shall receive compensation from more than one source of funds to
44 supplement pay for the same extracurricular assignment or duty.

45
46 There shall be three (3) hourly rates of pay, based upon the salary schedule.
47 The Extra Pay for Extra Work salary base for the ~~1999-2000~~ 2002-2003 school year is
48 \$24,450 and \$25,183 for the 2000-01 school year. \$27,056.

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1. When employees are authorized pay as inservice presenters or trainers, the rate of pay shall be 0.14% of the extra pay base salary per hour.
2. Summer school and other assignments authorized for pay at an hourly rate shall be paid .11% of the extra pay base salary per hour.
3. When employees are authorized hourly pay as a workshop participant, the rate of pay shall be .09% of the extra pay base salary per hour.

The following Extra Pay for Extra Work stipends are compensation for work assignments outside the professional work day.

EXTRA PAY Senior High Schools			Percent of Base Salary
A.	Instructional Leadership (Sections in Departments)	3-5	1.28
		6	1.53
		7	1.79
		8	2.04
		9	2.30
		10	2.55
		11	2.81
B.	Department Head (FTE staff in Department)	3-5	5.9
		6-10	8.2
		11-15	9.0
		over 16	12.0
C.	Other Annual - Combined		11.0
D.	Band and Marching Group Glee Club Newspaper - Combined Orchestra		12.0
			10.0
			11.0
			4.0
E.	Pupil Appraisals		4.0

EXTRA PAY Middle Schools			Percent of Base Salary
District Curriculum Chair			12.0
Audio Visual Coordinator:			
Enrollment up to 599			2.4
Enrollment 600 or more			3.2
Band Director			4.0
Choral			4.0
Orchestra			4.0
Memory Book			3.2
Pupil Appraisal			4.0
A. Instructional Leadership: 5.9% for each team unit in school (based on 1 leader/4.0 FTE staff) distributed as follows:	Sections in Team	Percent of Base Salary	
	3-5		1.28
	6		1.53
	7		1.79
	8		2.04
	9		2.30
	10		2.55
	11		2.81
12		3.06	
B. Team Leader (FTE staff in Team)	3-5		5.9
	6-10		8.2
	11-15		9.0
	over 16		12.0

EXTRA PAY Elementary Schools			Percent of Base Salary
A.	Audio Visual Coordinator:		
	Enrollment up to 500		2.4
	Enrollment 501 or more		3.2
B.	Pupil Appraisal		4.0

Upon recommendations by the Site-Centered Decision-Making Team, the signature of the TEA building representative, and approval of the building administrator, discretionary building funds will be disbursed for eligible 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.

Section 21. Travel Allowance

Employees approved by the Superintendent or designee to use their private automobile(s) to travel on school business shall be compensated at the IRS rate established as of September 1 annually.

1 **Section 22. Compensation for Required Hearings**

2
3 When an employee attends a hearing or court proceeding by District request or by
4 subpoena for reason(s) directly related to his or her work on behalf of a District pupil,
5 said employee will be compensated at the hourly rate for the required hours when such
6 hearings occur on noncontract days or time. The employee must notify the Human
7 Resources Department prior to the hearing or court proceeding to be eligible for
8 payment.
9

10 **Section 23. Payments and Deductions of Salaries**

11
12 **A. Method of Payment of Salaries**

- 13
14 1. Except for those employees contracted for a number of days which is less
15 than the number normally required for the position, an employee shall be paid
16 in twelve (12) installments consistent with the negotiated salary schedules on
17 the first (1st) banking day of the month beginning in October.
18

19 ~~New employees hired for the 1998-99 school year shall have their monthly~~
20 ~~pay warrants deposited by automatic payroll deposit to an institution(s) of~~
21 ~~their choice. Beginning in the 1999-00 school year, All bargaining unit~~
22 employees will have their monthly pay warrants deposited by automatic
23 payroll deposit to an institution(s) of their choice.
24

- 25 2. In the event an employee serves less than the full contract year, the amount
26 due shall be computed by crediting the employee with a pro rata of the
27 annual salary for each day contracted (including days absent on authorized
28 leave with pay) and by subtracting therefrom any amounts previously paid.
29
30 3. If an employee should die, the estate of that person will not be held liable for
31 any overpayment on contract.
32

33 **B. Deduction of Salary for Absences**

- 34
35 1. Deduction of salary for employee absences not covered by leave with pay is
36 computed at per diem based on the annual salary for each day's absence.
37 This is determined by dividing the contracted salary by the number of days
38 agreed to in the employee's personnel contract.
39
40 2. Employees under contract who are unable to report for duty during the first
41 (1st) pay period in September because of personal illness shall be placed on
42 the payroll and be paid 1/12 of their annual salary each pay period, as
43 provided above, until all sick leave is exhausted.
44
45 3. An employee who does not release his or her substitute in accordance with
46 the approved procedure for releasing a substitute will have ½ the substitute
47 daily wage deducted from his or her salary if both the employee and the
48 substitute report for work for the same position and the substitute is not

1 reassigned. In the event there is a malfunction of District equipment, the
2 employee shall not be held liable for the substitute penalty.
3

4 **Section 24. Payroll Deductions**

- 5
6 A. Payroll deduction will be provided for salary insurance payments under the
7 American Fidelity Insurance Company as sponsored by the Association.
8
9 B. A certificated employee returning to the District whose payroll deduction was
10 interrupted will be allowed thirty (30) days after the first (1st) day of work to
11 re-enroll.
12
13 C. Payroll deductions shall be provided for the tax-deferred savings plan.
14
15 D. In the event of any overpayments, the finance office shall inform the Association or
16 company concerned who will be responsible to refund the overpayment to the
17 concerned party. Under payments shall be promptly paid by the finance office.
18
19 E. Payroll deduction shall be provided for authorized tax-sheltered annuity plans.
20
21 F. The District shall provide for reinstatement of payroll deductions of previous health
22 and dental insurance premium(s) for an employee returning from leave unless
23 canceled or changed through written notice by the employee. To insure the
24 deductions from the next payroll warrant for an employee returning to work on any
25 of the first (1st) ten (10) calendar days of any month, it is necessary for the
26 employee to go to the finance office to complete the proper forms on or before the
27 tenth of the month.
28

29 **Section 25. Tax Sheltered Annuities**

30
31 The District shall place in each school a list of insurance companies for which
32 tax-sheltered annuity payroll deductions are authorized.
33

34 An employee shall have access to the results of the agreed-upon questionnaire which
35 must be completed by each participating insurance company. The results of the
36 questionnaire shall be kept on file in the instructional improvement center at Central
37 Administration Building.
38

39 No new company may sell policies to employees utilizing payroll deductions until the
40 District and the Association mutually agree in writing.
41

42 **Section 26. Compliance Provision**

43
44 If the District would be in violation of State law or would incur any penalty or decrease in
45 State support as a result of the compensation and benefits provided herein, the excess
46 compensation and/or benefits provided shall be reduced to the maximum amount
47 legally allowable without the District incurring any penalty or reduction in support. The
48 reduction in compensation shall be made on a prorata basis among all certificated
49 employees who received an increase in compensation under collective bargaining

1 agreements or other contracts entered into on or after the effective date of Chapter 16,
2 Laws of 1981. The reduction in insurance benefits shall be made by reducing the
3 maximum benefit being received by any employee to the point where the District is in
4 compliance with the FTE average specified by law. Any overpayment may be collected
5 from the employee or offset against future payments as determined by the District. If a
6 final and binding decision is made declaring the compensation and benefit limitation
7 provisions of Chapter 16, Laws of 1981, or the appropriation act unlawful, provisions of
8 this contract affected by the ruling shall be reopened and the District and the
9 Association shall renegotiate the provisions in accordance with the law. Negotiations
10 will begin within ten (10) days following the decision. A final and binding decision is a
11 final decision of the Supreme Court of the State of Washington, or a final decision of
12 the Superior Court, State of Washington, in an action in which the District is a party and
13 which is not appealed within the time permitted by law.
14
15

16 **ARTICLE IV** 17 **RIGHTS OF CERTIFICATED SUBSTITUTE EMPLOYEES**

18 **Section 27. Salary and Contract Provisions of Substitute Employees**

19
20
21 ~~The daily rate of substitute teacher pay shall be \$95 per day provided, however, that~~
22 ~~the daily substitute rate shall increase to \$100 per day following 75 days of service in~~
23 ~~any school year. Substitutes who worked seventy-five (75) or more days the previous~~
24 ~~school year shall be paid \$100 per day for their first (1st) day of work and thereafter for~~
25 ~~the new school year. Substitutes who have worked less than seventy-five (75) days~~
26 ~~and who agree, in writing, to accept "any" assignment shall be paid \$100 per day,~~
27 ~~provided however, if they reject three (3) assignments in a school year, the daily rate~~
28 ~~shall be reduced to \$95 per day. Principals can reassign a substitute, once they have~~
29 ~~arrived at a building, based on the need(s) of the building.~~
30

31 ~~Substitutes working less than four (4) hours shall be paid for 60% of the daily rate; for~~
32 ~~four (4) or more hours, the pay will be for a full day. Retired Tacoma teachers shall be~~
33 ~~paid \$100 per day. Substitutes who are called to work for a full day assignment shall be~~
34 ~~paid at the full daily rate. Beginning with the 16th consecutive day in the same~~
35 ~~assignment, substitutes will be paid \$120 per day; provided, however, that retired~~
36 ~~Tacoma teachers shall be paid a daily rate equal to their placement on the current~~
37 ~~salary schedule.~~
38

39 ~~A Substitute may request an appointment to review any feedback received in the~~
40 ~~Human Resources Department and may attach addenda to their feedback forms~~
41 ~~following such review.~~
42

43 Substitute Rates:

44
45 The daily rate of pay for a substitute teacher shall be as follows:

- 46
47 A. ~~\$100~~ \$105 per day, provided, however, that the daily rate shall increase to \$105
48 \$110 per day following seventy-five (75) days of service in any school year.
49

- 1 B. Substitutes who worked seventy-five (75) or more days the previous school year
2 shall be paid \$105 \$110 per day for their first (1st) day of work and thereafter for
3 the new school year.
- 4
- 5 C. Substitutes who have worked less than seventy-five (75) days and who agree, in
6 writing, to accept "any" assignment shall be paid \$100 per day, provided, however,
7 if they reject three (3) assignments in a school year, the daily rate shall be reduced
8 to \$95 per day.
- 9
- 10 Substitutes working less than four (4) hours shall be paid for 60% of the daily rate;
11 for four (4) or more hours, the pay will be for a full day.
- 12
- 13 D. Retired Tacoma teachers shall be paid \$105 \$110 per day. Substitutes who are
14 called to work for a full day assignment shall be paid at the full daily rate.
- 15
- 16 E. Beginning with the sixteenth (16th) consecutive day in the same assignment,
17 substitutes will be paid \$120 per day; provided, however, that retired Tacoma
18 teachers shall be paid a daily rate equal to their placement on the current salary
19 schedule.

20

21 Incentive Stipends:

22

23 In addition to the daily rates provided above, the following incentive stipends are
24 provided:

25

26 In 2003-04: Individuals who substitute forty-five (45) days during the school year will
27 receive a \$250 stipend.
28 Individuals who substitute ninety (90) days during the school year will
29 receive an additional \$250 stipend.

30

31 In 2004-05: Individuals who substitute forty-five (45) days during the school year will
32 receive a \$500 stipend.
33 Individuals who substitute ninety (90) days during the school year will
34 receive an additional \$500 stipend.

35

36 Assignment:

37 Principals can reassign a substitute, once they have arrived at a building, based on the
38 needs of the building.

39

40 Substitute Task Force:

41 During the 2001-02 school year, \$25,000 shall be provided each year for the work of
42 the Substitute Task Force, including three, two-day training sessions for substitutes.
43 Substitutes who attending the training shall be paid their daily rate for each day of the
44 training.

45

46 Feedback Forms:

47 The nature of substitute assignments dictates that formal observation/evaluation cycles
48 will not typically be possible for substitutes. Nevertheless, because of the importance of
49 providing substitutes with feedback on their performance, a form will be provided to

1 administrative/supervisory evaluators for their use in providing feedback in a
2 standardized format. All feedback will be prepared in triplicate, with one (1) copy to
3 remain with the originator. The Human Resources Department will receive two (2)
4 copies, one (1) of which will be promptly provided to the substitute. The original form
5 will be filed in the substitute's personnel file.
6

7 A substitute may request an appointment to review any feedback received in the
8 Human Resources Department and may attach addenda to their feedback forms
9 following such review.

10
11 Contract Rights:

12
13 A regular substitute, as determined by the PERC decision, shall have the rights of the
14 following sections of this Agreement:
15

- | | | |
|----|---|---|
| 16 | Preamble | 45. Student Discipline/Admin. |
| 17 | 1. Definitions | Respon. |
| 18 | 2. Recognition | 46. Documentation of Incidents |
| 19 | 3. Duration and Reopeners | 47. Employee Duties and |
| 20 | 4. Status of the Contract | Responsibilities |
| 21 | 5. Conformity to Law | 48. Physical Facilities |
| 22 | 6. Rights of the Board | 52. Job Description |
| 23 | 7. Distribution of the Contract | 54. Elementary Schools (Grades K-5) |
| 24 | 8. Bargaining a New Contract | 55. Middle Schools (Grades 6-8) |
| 25 | 9. Association Leaves | 56. High Schools (Grades 9-12) |
| 26 | 10. Dues Deductions | 57. Middle School and High School |
| 27 | 11. Representation Fee | Class Size/Staffing Compliance |
| 28 | 12. Building Use | 58. Special Education, ESA's and |
| 29 | 13. Communications | Learning Specialists |
| 30 | 14. Delivery Service | 62. Supplemental Contract |
| 31 | 19. Insurance Benefits | 63. Personnel Files |
| 32 | 21. Travel Allowance | 64. Cause |
| 33 | 22. Compensation for Required | 65. Equitable Treatment |
| 34 | Hearings | 66. Sexual Harassment |
| 35 | 24. Payroll Deductions | 67. Staff Diversity Plan |
| 36 | 26. Compliance Provision | |
| 37 | 27. Salary & Contract Provisions | Article XIII. Grievance Procedure. |
| 38 | 31. Instruct. Materials/Parental Review | This section is the only section of this |
| 39 | 32. Dissemination of Professional | Agreement applicable to substitute |
| 40 | Information | employees except as provided herein. |
| 41 | 33. Ownership of Materials | Unless specifically noted, items included |
| 42 | 35. New Employee Orientation | in the appendix do not apply to |
| 43 | 37. Calendar - Term of Employment | substitutes. |
| 44 | 38. Professional Work Day | |
| 45 | 39. Planning Periods | *Substitutes who lose scheduled planning |
| 46 | 40. Staff Protection | time or who are required to cover a class in |
| 47 | 41. Academic Freedom | addition to their own resulting in a class size |
| 48 | 42. Classroom Visitors/Observation | exceeding negotiated lids shall be paid |
| 49 | 43. *Covering Classes | consistent with Section 43, Covering |
| 50 | 44. Grading Practices | Classes of the Agreement. |
| 51 | | |

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**ARTICLE V
LEAVES**

Section 28. General Provisions

Leave (i.e., sick, bereavement, family, extraordinary, 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.

An employee on a long-term leave, except for medical leave, shall give notice of intent to return to the District on or before March 15 of each year. If an employee gives notice to return after March 15, they will be treated as a displaced employee for placement purposes. Employees on medical leave shall provide a doctor's notice of their status on or before August 1 of each year.

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 (TIP - Time Input Processing) immediately upon resumption of duties. If reason(s) for absence, as certified on this form, are found to be inaccurate the employee will be subject to appropriate consequences; 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 or an irregular pattern of attendance 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 Human Resources, or designee.

Section 29. Leaves With Pay

- A. Sick Leave (includes illness, injury and emergency) and Cashout Provisions
1. Employees contracted for a full year (180 days or more) shall be credited with twelve (12) days sick leave at the beginning of each year of employment with the District.
 2. Employees who are contracted for less than a full year (~~180 days~~) or less than a 1.0 FTE shall receive a proration of the twelve (12) days.
 3. The unused portion of sick leave allowance shall accumulate from year to year in accordance with current State law.

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4. Sick leave shall apply to illness (including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom), injury and up to three (3) days for emergencies.

The following conditions apply to emergencies:

- a. The problem has been suddenly precipitated.
- b. Pre-planning is not possible.
- c. Pre-planning cannot relieve the necessity for the employee's absence.
- d. The problem is not minor or of mere convenience, but of a serious nature.
- e. Auto trouble shall not be considered an emergency except in case of an accident.

~~5. Employees claiming sick leave benefits shall certify to the cause of the absence upon return to service. Forms shall be provided by the District for this purpose.~~

5. ~~6.~~ Any employee claiming benefits of more than five (5) consecutive work day for reasons of illness or injury from accumulated sick leave shall submit a medical report the ~~fifth (5th)~~ school day after the first (1st) day of illness sixth (6th) consecutive work day and every thirty (30) days thereafter while the illness persists.

Forms shall be provided by the District for this purpose. In the case of documented serious or life-threatening illness, follow-up medical reports may be waived. A physician's release must be submitted to Human Resources Department upon return to work if absence is for medical reasons and leave is more than five days.

6. 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 the attendance incentive program.

B. Sick Leave Cash Out

An employee, at his or her option, may cash in a maximum of twelve (12) of the eligible unused sick days above an accumulation of sixty (60) days, in January the school year following any year in which the employee has a minimum of six (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 c

1 employees who separate from employment and are at least fifty-five (55) and
2 have at least fifteen (15) years of service under either TRS 2 or SERS 2 or
3 PERS 2, or death, an eligible employee or the employee's estate shall receive
4 remuneration at a rate equal to one(1) day's current monetary compensation of
5 the employee for each four (4) full days of accumulated sick leave.
6 No employee may receive compensation for sick leave accumulated in excess of
7 one day per month.

8
9 Annually, the Association shall conduct an election to determine whether the
10 employees will participate in a VEBA plan for cash out of sick leave at retirement
11 or separation from the District. The District will assist the Association in
12 distributing materials required for the vote. Should employees elect to participate
13 in the VEBA plan, the Association and District will follow the state and federal law
14 regarding the implementation of the program, the eligibility for participation and
15 the determination of cash out payment amounts.

16
17 C. Bereavement Leave

- 18
19 1. ~~The Board will allow~~ Employees shall be granted up to five (5) days of paid
20 bereavement leave as the result of the death of any relative residing in the
21 employee's household and the following family members: spouse, mother,
22 father, child or children, siblings, father-in-law, mother-in-law, son-in-law,
23 daughter-in-law, grandfather, grandmother and grandchild.
24
25 2. The Board will allow up to three (3) days of paid bereavement leave for
26 attendance at ~~the funeral~~ family services of a sister-in-law or brother-in-law.
27
28 3. The Board will allow one (1) day of paid bereavement leave for attendance at
29 the funeral of an aunt, uncle, nephew or niece. ~~Extensions may be granted~~
30 ~~by the Assistant Superintendent, Human Resources Department, in~~
31 ~~extenuating circumstances:~~
32
33 4. Bereavement leave is nonaccumulative.
34
35 5. Requests for exceptions to bereavement leave provisions may be granted in
36 extraordinary circumstances, including travel consideration, by the Assistant
37 Superintendent, Human Resources Department/designee.
38

39 D. Family Illness Leave

40
41 Employees shall be granted a leave of absence with pay of not more than three
42 (3) days during a contract year. Family illness leave applies when the health
43 condition of a ~~when such absence is occasioned by the illness of any relative~~
44 ~~residing in the household of the employee and the following family members~~
45 ~~which necessitates the presence of the employee:~~ spouse, mother, father parent,
46 child, or children parent-in-law, grandparent, siblings, or other relative residing in
47 the household of the employee is of a serious enough nature to require
48 treatment, care or supervision by the employee.
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If the need is such that additional leave is required, the employee may use their personal sick leave (as of January 2003) or extraordinary leave to address their family illness needs as described above. Additional documentation will be required from the employee. Additionally, benefits of federal and state Family and Medical Leave laws may apply.

E. Extraordinary Leave

Extraordinary 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 extraordinary leave:

1. The employee must call the SubFinder directly. ~~at least twenty-four (24) hours in advance of the absence in order to assure the availability of a substitute. A substitute, if required, must be available; provided, however, these limitations do not apply when extraordinary leave is used for family illness. (This change in procedure will be jointly reviewed by the District and the Association during the 1998-99 school year.)~~
2. Leave may not be used to extend a holiday, vacation, or break period or during the first (1st) or last five days of the student school year.
3. Leave may not be used for political purposes or en masse meetings/activities.

F. Military/Reserve Duty and Annual Training Leave Service (National Guard/Reserve Duty)

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 from his or her employment for a period not exceeding fifteen (15) days during each fiscal year.
2. Military leave shall be 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 noncontract days.
3. When military leave is granted the employee shall receive his or her regular pay from the District.

G. Jury Duty, Subpoena Leave

1. Leaves of absence with pay are allowed for jury duty. Any compensation received for jury duty performed on contract days will be deducted from the employee's net salary. An employee who is dismissed prior to 12:30 p.m. must report back to his/her assignment. dismissed from jury duty must report to his/her assignment if such release occurs at such time the employee could complete one-half work day.

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- 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 a 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 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 employee's 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.

H. 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. Requests 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 6132R. 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 conference.
- 2. Substitute paid by the District; necessary expenses paid by the educator or outside agency.

This category applies to employee authorized by the Board to attend educational conferences in cooperation with outside agencies.

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3. Substitute paid by the educator or his/her 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.

I. Sabbatical Leave

Up to three-quarters (3/4) of one (1) percent of certificated and up to three-quarters (3/4) of one (1) percent of classified staff may be granted sabbaticals provided that:

- 1. Vacancies resulting from sabbaticals may be filled without posting.
- 2. Sabbaticals may be suspended by May annually if:
 - a. Levy failure
 - b. Passage of initiative or referendum which results in significant loss of revenues
 - c. Reduction in force

The purpose of sabbatical leave is to encourage educators to engage in programs of professional improvement by providing them a stipend to help meet a part of the financial outlay involved in advanced study or study-travel involving enrollment in a recognized university or college program. Sabbatical leave may also be granted for the purpose of recuperation to employees who have served in the District twenty (20) or more years.

The following regulations will be followed in granting sabbatical leaves of absence to employees in the District.

- 1. Any employee desiring sabbatical leave must submit an application to the Superintendent through the building principal or division administrator. The application will specify the reasons and objectives for which leave is requested. The written request shall be submitted to the Assistant Superintendent, Human Resources Department, prior to March ~~18~~ 15 of the school year prior to the year for which sabbatical is desired.
- 2. The employee agrees that the plan as approved shall be followed unless changes are approved in advance by the Assistant Superintendent, Human Resources Department.
- 3. Sabbatical leaves will be granted for one (1) semester, one (1) or two (2) quarters, or one (1) year.
- 4. Sabbatical leaves will be granted only to those employees who have served in the District a minimum of seven (7) years and whose work is

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satisfactory. An employee who has had a sabbatical leave can become eligible for another sabbatical leave after serving an additional seven (7) years in the District. A sabbatical leave of one (1) semester, one (1) or two (2) quarters or one (1) year constitutes a sabbatical leave when considering individual eligibility.

5. An employee on sabbatical leave will receive one-half (½) of the contract salary he/she would have received if he/she had remained on active duty.
6. Seniority service credit and status of an employee on sabbatical leave will not be impaired except as may be provided for elsewhere in this Agreement. The salary of an employee during the period of sabbatical leave will be paid in monthly installments just as though the person were on duty in the District. Sabbatical leave for study entitles a staff member to the normal increments provided that during the leave period at least twenty-two (22) semester hours or thirty-three (33) quarter hours of college credit have been earned or study with credit required in a degree program has been performed. Credit requirements for study leave on a quarter or semester basis shall be prorated. Sabbatical for study-travel will qualify if all requirements for the university or college program have been met. Credit earned during the summer period(s) adjacent to the study leave shall be included in the computation of credits for increment purposes.
7. An employee receiving salary while on sabbatical leave will not engage in teaching or other remunerative occupation during such period. This does not prevent an employee from furthering his/her education on a teaching scholarship or fellowship.
8. Employees who have been granted sabbatical leaves will return to regular service in the District for a period of at least one (1) year. If an employee does not return to regular service with the District at the expiration of a sabbatical leave, all salary paid during the sabbatical leave will become immediately due and payable to the District (Note exception in item 9.)
9. If an employee should die while on sabbatical leave, the estate of that person will not be held liable for any salary paid while on leave. If a staff member should become permanently disabled while on leave, no repayment of salary paid while on leave. If a staff member should become permanently disabled while on leave, no repayment of salary paid while on leave will be required.
10. Employees who take sabbatical leave for professional improvement must submit a written report to the sabbatical leave committee by October 1 following the year of their sabbatical leave. The report shall substantiate the objectives stated in their request for sabbatical leave.

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The leave committee will review each sabbatical leave report and either accept or will return the report to the employee concerned for further documentation and/or substantiation of their stated objectives.

The leave committee may make recommendations to the employee and to the District for improvement of the sabbatical leave program.

11. Not more than three-quarters (3/4) of one (1) percent of the employees covered by this Agreement will be granted sabbatical leaves during the school year.
12. When more than three-quarters (3/4) of one (1) percent of the employees apply for sabbatical leave, the sabbatical leave committee will recommend to the Assistant Superintendent, Human Resources Department, sabbatical leave applications which they feel would be most beneficial to the District and should be given priority in the selection of candidates for sabbatical leave.
13. If the maximum number of requests for sabbatical leave has not been reached by the March 48 15 deadline (see item I. of this segment), further requests will be considered excepting that such requests will not be considered excepting that such requests ~~will not be considered~~ for the first (1st) semester of a school year if filed subsequent to July 1, or the second (2nd) semester if filed subsequent to January 1.
14. "Years of service" for sabbatical purposes means years of actual service in the District and a "year of service" means a year actually spent in the service to which the employee has been assigned.

These definitions, however, are subject to the following explanation and interpretation:

- a. A year of service will be counted even though the employee may be absent on account of illness or for some other reason of equal merit for an interval not exceeding one (1) semester in any school year; provided that all other absences during the remaining years of the tenure period are specified and are occasional absences not exceeding a few days.
 - b. In establishing the tenure period for sabbatical leave, previous leave of absence without pay to study that meet the requirements for advancement on the salary schedule will count as service.
1. An employee returning from sabbatical leave will be given the same consideration for returning to the position of last assignment as if he/she had been on active duty. It will be assumed that the employee wishes to return to the position of last assignment unless he/she had been on active duty. It will be assumed that the employee wishes to return to the position of last assignment unless he/she notifies the Superintendent by

1 March 48 15, prior to the expiration of his/her leave. If the position of last
2 assignment no longer exists, the employee will be assigned in
3 accordance with Article XII, Assignment and Transfer.
4

- and 5 16. In the event an employee did not fulfill the sabbatical leave requirements,
6 said employee shall reimburse the District any monies received. In
7 addition, seniority service credit will not be granted on the salary
8 schedule.
9

10 Section 30. Leaves Without Pay

11 A. General Provisions

- 12 1. Requests for leave without pay for ten days or longer must be approved by
13 the Board of Directors.
14
15 2. The following supplemental conditions apply to all leaves in this section with
16 the exception of B.4. Military Service (Active Duty):
17
18 a. An employee who returns from leave will be returned to the position of
19 last assignment. If the position no longer exists, the employee will be
20 assigned in accordance with Section 74, Displaced Employees.
21
22 b. An employee granted more than any two consecutive leaves of absence
23 will be assigned in accordance with Section 74, Displaced Employees.
24
25 c. An employee who returns from an extended leave may return only at the
26 beginning of an applicable semester, quarter, or in the case of
27 elementary schools, the grading period.
28

29 B. Recuperation Leave

30 A leave of absence without pay for recuperation purposes must be
31 recommended by the employee's personal physician.
32

33 C. Parental and Adoption Leave

- 34
35 1. An employee should notify the Human Resources Department by the end
36 of the fourth (4th) month of pregnancy to assist the Assistant
37 Superintendent, Human Resources Department, in planning for
38 replacement.
39
40 2. Parental leave shall apply to male and female employees and shall begin
41 at a time determined suitable by the employee and the attending
42 physician after consultation with the Assistant Superintendent, Human
43 Resources Department, or designee. Insofar as possible, leave shall
44 begin at a time which is consistent with the orderly continuance of the
45 educational program.
46
47 3. A female employee shall not be required to leave work during pregnancy
48 but shall be allowed to work as long as she is capable of performing the
49 duties of her job.

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4. An employee who is legally adopting a preschool child six (6) years younger may have the privileges of parental leave. The leave shall commence as soon as the child has been ~~released~~ placed in the care of the adopting parent (s). An employee may choose to use paid sick leave and extraordinary leave before or after the actual adoption for up to (6) weeks if the adoption occurs within the United States or up to (8) weeks if the adoption occurs outside the United States, up to the amount of his/her accrued paid leave.

5. Parental and adoption leaves 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 ~~release~~ placement in the case of adoption, of the child.

Upon the completion of parental/adoption leave, additional leave without pay to the end of the current school year, may be requested. The benefits under federal and state Family and Medical Leave laws may apply.

D. Political Leave

Upon request, employees may be granted political leave in accordance with the following provisions:

1. With three (3) weeks notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for his/her 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 to work 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.

E. 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 ~~four (4)~~ five (5) years. If he/she requests re-employment within ninety (90) days of honorable discharge from such military service or after having presented other evidence of having satisfactorily completed service, he/she shall be reinstated or restored, as nearly as existing circumstances permit, to the position previously held or to a position of like seniority, status and pay; provided

1 that the Board need not re-employ such person if circumstances have so
2 changed as to make it impossible, unreasonable, or against the public
3 interest to do so. Provided further, that to the extent permitted by law,
4 this section shall not apply to an individual filling a temporary position at
5 the time of the request for leave.
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2. If a person is not qualified for his/her old position as a result of disability sustained during his/her service, but is nevertheless qualified to perform the duties of another position, under the control of the employer, he/she shall be re-employed 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.

14 F. Other Leaves Other Unpaid Leaves

15 Leaves of absence without pay, not to exceed one(1) year, may be granted.
16 Such leaves of absence may be renewed for a second year. Leaves of
17 absence without pay are subject to the following conditions:
18

19
20 1. Study

21 A leave of absence without pay for study entitles a staff member to a
22 service increment on a salary schedule provided that during the school
23 year in the leave period at least twenty-two (22) semester hours or thirty-
24 three (33) quarter hours of college credit have been earned or study
25 without credit required in a degree program has been performed.
26

27 2. Overseas teaching/educational travel/exchange programs.

28 Leave may be granted to teach overseas, teaching an exchange program
29 or pursue a program of educational travel. Such leave may be renewed;
30 renewals are limited to three.
31

32 3. Other

33 The Board may grant leave for a specific purpose recommended by the
34 Superintendent.
35

36 E. Supplemental Conditions
37

- 38 1. ~~An employee who returns from leave will be returned to the position of last~~
39 ~~assignment. If the position no longer exists, the employee will be assigned in~~
40 ~~accordance with Article XI, Assignment and Transfer. An employee on leave~~
41 ~~who desires a transfer for the next school year must notify the Human~~
42 ~~Resources Department by May 1.~~
43

- 44 2. ~~Except as provided for in this section. An employee who returns from leave~~
45 ~~may return only at the beginning of an applicable semester, quarter, or, in the~~
46 ~~case of elementary schools, the grading period. provided, however, that~~
47 ~~employee on parental or adoption leave must return no later than the~~
48 ~~beginning of the next applicable semester/quarter/grading period after~~

1 **Section 32. Dissemination of Professional Information**

2
3 The District will centralize information relating to professional development in an
4 instructional improvement center. The material will be readily available and accessible
5 to employees.
6

7 **Section 33. Ownership of Materials**

8
9 The Board recognizes that employees under contract to the District may, in carrying out
10 their professional responsibilities, develop materials related to their work. It is
11 understood by the Board and the employees that such materials developed as a part of
12 regular employment are the property of the District. It is also understood that materials
13 created during the leisure hours when an employee is not fulfilling contractual duties to
14 the District are the property of the employee.
15

16 **Section 34. Special Education**

17
18 The District and the Association recognize the right of each student to be educated in
19 an environment appropriate to his/her needs.
20

21 For students eligible to receive special education and related services, the IEP shall
22 indicate the services to be provided. The inclusion of students with disabilities in the
23 general educational program requires cooperation and communication between general
24 and special education staff. Prior to the student with disabilities entry into the general
25 classroom, the receiving teacher shall be provided with information regarding the
26 student's special needs.
27

28 The format and procedure for sharing such information shall be determined at each
29 school/site. The general education teacher is considered a valuable partner in the IEP
30 process. Students with disabilities who are included in general classrooms shall be
31 counted in the class count of the general teacher for the portion of the day they are
32 included in the class. For students placed on interim IEPs, the designated program
33 manager shall be responsible for sharing relevant and appropriate information with the
34 receiving school.
35

36 If, in the judgment of the general education teacher, a student with disabilities is not
37 profiting from a placement or the student is creating a substantial disruption to the
38 educational process, the teacher may request an IEP meeting to discuss the student's
39 placement, request assistance and/or recommend that consideration be given to
40 modifying the IEP, consistent with federal, state and District rules, regulations and
41 policies.
42

43 IEP Meetings

44
45 Any employee required to attend an IEP meeting that occurs outside the regular work
46 day shall be compensated at the hourly rate for the accumulated hours rounded off to
47 the nearer thirty (30) minutes. Claims shall be submitted the last working day of
48 November, March, June and August.
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**ARTICLE VII
STAFF DEVELOPMENT**

Section 35. New Employee Orientation

Orientation: The District shall establish, by October 1, a committee to recommend programs and procedures for new employee orientation. The committee should consider but not be limited to the following:

1. New employee basic orientation during the first (1st) year.
2. Supervision of new employees during the first (1st) year.
3. Release time for professional assistance.

The Association will be included in the new employee orientation program.

Orientation Committee: The committee representing all school levels shall consist of five (5) second year teachers, two (2) experienced teachers, two (2) helping teachers, one (1) representative from Human Resources Department, a representative from elementary and a representative from middle school and high school administration.

The duration of this committee shall be from October 1 through September 30 annually.

~~Section 35. New Employee Procedure~~

Support: The administration shall provide supervision, supportive services, and comprehensive evaluation to help the new certificated employee to succeed in his/her employment.

Compensation: Employees new to the District shall be paid a stipend equal to their daily rate for each day of required orientation. Six additional hours were added beginning in 2001-02.

~~Section 36. New Employee Orientation Program~~

Section 36. Optional Days

~~For each year of the agreement each regularly contracted full time certificated employee shall be entitled to five (5) optional per diem days. Regularly contracted employees who work less than full time shall be entitled to a prorated number of optional days. Two (2) of the allocated per diem days each year may be utilized for building-based extra work (building-based optional days) which supports the implementation of the Promotion Policy, building-based programs, other professional development, team planning, preparation for the opening or closing of the school year, implementing curriculum materials and instructional strategies, parent involvement and conferencing, increased attendance and improved student achievement. Three (3) of the days shall be at the direction of the District (District curriculum optional days) and~~

1 shall be utilized for inservice curriculum, program development and adoption, and other
2 activities which have been approved with the direction of the Assistant Superintendent
3 of Curriculum & Instruction.

4
5 The District curriculum optional days may be worked in blocks of time of two (2) or more
6 hours, exclusive of meals, breaks, and sign-in procedures to a total of three days (18
7 hours). The building-based optional days may be worked in increments of six (6) or
8 less hours to a total of two days (12 hours).

9
10 The District and the Association will publish mutually agreed upon guidelines for
11 optional day use on or before September 1 annually. A calendar of approved District
12 curriculum optional day training shall be made available to staff on or before the second
13 (2nd) Friday of each school year and shall be updated regularly.

14
15 In addition, each year of the agreement ~~\$125,000~~ \$150,000 shall be made available for
16 employee-directed professional growth. Interested employees in the bargaining unit
17 shall submit professional growth plans requesting funds to the Tacoma Education
18 Association Professional Growth Committee for approval.

19
20 Each regularly contracted full-time certificated employee shall be entitled to optional per
21 diem days as follows:

22			
23	<u>2002-03</u>	<u>Five total optional days:</u>	<u>2 Building-based days (12 hours)</u>
24			<u>3 District-based days (18 hours)</u>
25			
26	<u>2003-04</u>	<u>Six total optional days:</u>	<u>2 Building-based days (12 hours)</u>
27			<u>3 District-based days (18 hours)</u>
28			<u>1 Individually directed day (6 hours)</u>
29			
30	<u>2004-05</u>	<u>Seven total optional days:</u>	<u>2 Building-based days (12 hours)</u>
31			<u>4 District-based days (24 hours)</u>
32			<u>1 Individually-directed day (6 hours)</u>
33			

34 Regularly contracted employees who work less than full time shall be entitled to a
35 prorated number of optional days. Optional days may be worked in blocks of time of
36 two (2) or more hours, exclusive of meals and breaks and sign-in procedures as
37 applicable, to a total of six (6) hours.

38
39 Building-based: Building-based optional days are utilized for building-based extra work
40 consistent with options established by the SCDM team or by a consensus of the staff
41 which supports the implementation of the Promotion Policy, building-based programs,
42 other professional development, team planning, preparation for the opening or closing
43 of the school year, implementing curriculum materials and instructional strategies,
44 parent involvement and conferencing, increased student attendance and improved
45 student achievement.

46
47 District-based: District-based optional days are utilized for inservice curriculum, program
48 development and adoption, and other activities which have been approved with the
49 direction of the Executive Director of Curriculum and Instruction. A calendar of

1 approved District curriculum optional days training shall be made available to staff on
2 before the second (2nd) Friday of each school year and shall be updated regularly.

3
4 Individually-directed: Individually-directed optional days are utilized by the employee a
5 individually determined and may be worked prior to the start of the school year and
6 reported in the September pay period or worked at other time(s) during the year.

7
8 August 15 will be the cut-off date for the reporting of optional days except as follows:
9 The District and Association recognize that some buildings and certain departments
10 have conducted optional day activities after August 15 and before the first required
11 contract day of the next school year. The Parties agree that these optional days
12 activities conducted after August 15 shall be allowed to be counted and reported by the
13 participating employees. In addition for 2003-04 and 2004-05, the individually directed
14 optional day shall also be allowed to be reported after August 15.

15
16 The District and Association will publish mutually agreed upon guidelines for optional
17 day use annually.

18
19 In addition, each year of the agreement \$150,000 shall be made available for
20 employee-directed professional growth. Interested employees in the bargaining unit
21 shall submit professional growth plans requesting funds directly to the Tacoma
22 Education Association Professional Growth Committee for approval.

23
24
25 **ARTICLE VIII**
26 **CONDITIONS OF WORK**

27
28 **Section 37. Calendar - Term of Employment**

29
30 School Year Calendar: No later than March 1st annually, the District shall adopt the
31 school calendar for the subsequent school year. The calendar shall be established
32 within parameters which have been negotiated by the District and the Association.
33 Prior to adoption, the calendar shall be shared with the Association.

34
35 Make-up Days: In the event the Tacoma Public Schools are closed by the
36 Superintendent, negotiations shall begin within five (5) school days after they are
37 reopened to amend the school year calendar to insure 180 student days. If within ten
38 (10) school days mutually agreeable make-up days are not arrived at, they will be
39 scheduled at the end of the school year.

40
41 Non-School Assignments: Employees not assigned to a school/level will ~~have the days~~
42 ~~above which most closely correlate with the school/level at which the preponderance of~~
43 ~~their duties are performed. work the days on the school calendar which most closely~~
44 correlate with the school/level at which they perform a preponderance of their duties.

45
46 Early Dismissal Days: On early dismissal days for Thanksgiving, winter break and the
47 last day of school, ~~all TEA, TAEOP and TAPSPTE~~ employees will be released thirty
48 (30) minutes after students are released. Employees not assigned to a school building

1 will work the same number of hours as high school personnel. ~~TAEOP and TAPSPTE~~
2 ~~employees may be released on an alternate day to the regularly scheduled early~~
3 ~~release day when mutually agreed to by the employee and immediate supervisor.~~

4
5 **SUPPLEMENTAL CONDITION:**
6

7 Conference Days: Elementary and middle school conference days may be flexibly
8 scheduled with the approval of the Assistant Superintendents for Elementary and
9 Middle School and High School Education to accommodate attendance by parents or in
10 response to individual scheduling needs.
11

12 **Section 38. Professional Work Day Provisions**
13

14 Work Day: Employees assigned to a school shall work a straight seven and one-half (7
15 ½) hour day inclusive of not less than a thirty (30) minute duty-free lunch period
16 exclusive of passing time. This shall be considered the professional work day. ~~Any~~
17 ~~in-service associated with early student release shall conclude at the end of the regular~~
18 ~~professional work day.~~ No teacher will be required to teach outside the regular student
19 day. ~~Employees are also required to attend not more than eight (8) staff meetings which~~
20 ~~extend up to forty (40) minutes beyond the professional work day. This shall not~~
21 ~~preclude meetings being scheduled during the professional work day.~~
22

23 An employee, upon leaving work in the office, may leave his/her place of duty during
24 lunch. An employee may leave his/her assigned building during the work day with the
25 approval of the building administrator or supervisor.
26

27 Employees on the Salary Schedule for Teachers who work at the Central Administration
28 Building will work a seven (7) hour day exclusive of lunch. Lunch period will be mutually
29 agreed to by the employee and his or her immediate supervisor.
30

31 Alternate Schedule: Employees at school sites may voluntarily work an alternate
32 schedule subject to review by the Site-Centered Decision-Making process, and
33 administrative approval when such a schedule is in response to program needs and
34 services.
35

36 Itinerant Teachers: In order for itinerant teachers to be most effective in their duties, it
37 is agreed that their schedules shall include no less than thirty (30) minutes for lunch,
38 and sufficient time to include walking between their modes of travel and their assigned
39 places of duty when traveling from one (1) assignment location to another.
40

41 Early Release Day Agenda: The staff or their representatives and the Principal will
42 jointly determine the agenda for early release day activities. Such participation shall be
43 confirmed by the signature of the head Association Representative, as well as the
44 Principal, on a form submitted to the district. An in-service associated with an early
45 student release shall conclude at the end of the regular professional work day.
46

47 Staff Meetings: Staff meetings should be held for the purpose of discussing methods of
48 teaching, discipline, and management and for the consideration of methods for the
49 improvement of the school. An agenda for staff meetings should be provided to the staff

1 twenty-four (24) hours in advance. However, additional announcements or items may
2 be added, at any time, to the agenda. Employees may recommend items for the
3 agenda.
4

5 Employees are also required to attend not more than eight (8) staff meetings which
6 extend up to forty (40) minutes beyond the professional work day. This shall not
7 preclude meetings being scheduled during the professional work day.
8

9 School-wide Supervision: School-wide supervision, school activities and control will be
10 shared equitably by all staff members. To this end, each employee shall participate on
11 a voluntary basis. The building administrator will establish a procedure to insure
12 equitable participation.
13

14 Delayed Start: In the event of a delayed start of school, certificated staff or work sites
15 impacted by such a change in schedule shall make a good faith effort to arrive at work
16 at the normal start time. However, if due to hazardous driving conditions, the employee
17 is unable to arrive on time there shall be no deduction of leave time or loss of pay
18 provided the employee arrives one-half (½) hour prior to the altered start of the student
19 school day. In the event school(s) are dismissed early due to inclement weather,
20 certificated staff shall be released one half (½) hour after the student dismissal.
21

22 **Section 39. Planning Periods**

23

24 Being prepared each day to provide their students with worthwhile learning experiences
25 is a major responsibility of classroom teachers. To this end, it is recognized that all
26 employees are required to make adequate preparations for meeting their
27 responsibilities both inside and outside the school day.
28

29 Planning times shall be provided during the professional work day as follows:
30

- 31 1. High school employees with full-time assignments shall have the equivalent
32 of a class period (not less than forty-five (45) minutes) each school day to be
33 used for educational planning.
34
- 35 2. Middle school employees with full-time assignments shall have the equivalent
36 of two hundred twenty-five (225) minutes per five (5) day week for the
37 purpose of educational planning. A planning period will consist of no less than
38 forty-five (45) continuous minutes.
39
- 40 3. All regular elementary classroom and itinerant teachers with full-time teaching
41 assignments shall have a minimum of two-hundred thirty (230) minutes per
42 five-day week for the purpose of educational planning. A planning period
43 shall consist of no less than twenty (20) continuous minutes. However,
44 adjustments in planning time may be made in order to meet the minimum
45 student contact time required by the Basic Education Act.
46

47 Elementary planning periods shall be assigned during the professional work
48 day and shall be exclusive of elementary conference days, the thirty (30)
49 minute duty-free lunch, recess periods, travel time between assignments, and

1 the statutory thirty (30) minutes at the beginning and end of the professional
2 work day.

3
4 4. The District will provide a minimum of two-hundred thirty (230) minutes per
5 five (5) day week for the purpose of educational planning for elementary
6 special education classroom teachers.

7
8 5. All elementary ESA personnel shall have a minimum of two-hundred thirty
9 (230) minutes per five (5) day week during the professional work day apart
10 from student contact for the purpose of planning, consultation and
11 assessment preparation.

12
13 ESA personnel assigned to more than one location shall have planning time
14 allocated proportionally to the time assigned to each school or program site.
15 Planning time shall be in blocks of time of no less than twenty (20) minutes.
16 The planning time schedule shall be developed in consultation with the
17 appropriate principal(s) or supervisor(s).

18
19 ~~B. SUPPLEMENTAL CONDITION:~~

20
21 Planning periods shall not be assigned during the first (1st) one-half (1/2) hour or
22 the last one-half (1/2) hour of the professional work day.

23
24
25 **NOTE: Section 40. Staffing has been moved to Article IX, Class Size/Staffing**

26
27
28 ~~Section 41. Traffic Safety Education~~

29
30 ~~A. Traffic Safety Education (TSE) instructors will be selected by the Assistant~~
31 ~~Superintendent, Human Resources Department. Selection and assignment will~~
32 ~~be based upon the criteria listed in this section. Instructors will make application~~
33 ~~with the District Coordinator at the beginning of each year they wish to teach.~~
34 ~~Application needs to be made only once per year.~~

35
36 ~~B. The building principal is responsible, subject to approval, for selecting a building~~
37 ~~coordinator for TSE. The building coordinator for TSE will have first (1st)~~
38 ~~opportunity to accept or reject the building coordinator assignment for summer~~
39 ~~school. When a vacancy occurs, preference for building coordinator of TSE will~~
40 ~~be given to a TSE instructor regularly assigned to the school.~~

41
42 ~~C. The District Coordinator will assign all necessary automobiles needed for the~~
43 ~~TSE program to the building coordinator in each high school.~~

44
45 ~~D. There will be no driving instruction on single school holidays. If the holiday is a~~
46 ~~multiple holiday (i.e., Thanksgiving, spring break, etc.), arrangements may be~~
47 ~~made for driving instruction if prior approval has been received by the District~~
48 ~~Coordinator.~~

1 E. ~~A fully equipped automobile shall include the following:~~

2	1	Valid license plates	6	Extra set of keys to automobile
3	2	Dual control braking system	7	Registration
4	3	Appropriate signs	8	First Aid Kit
5	4	Inside mirror for instructors	9	Automobile fire extinguisher
6	5	Outside right-hand mirror	10	Jumper cables

7
8
9
10 F. ~~Length of service shall be by sequence credits. An employee will be credited~~
11 ~~with one (1) sequence credit for each course sequence taught, to a maximum of~~
12 ~~four (4) per calendar year (September 1-August 31) and added to the existing~~
13 ~~record as of September 10, 1973. In addition, a substitute meeting the same~~
14 ~~qualifications as any other TSE instructor will be given one (1) sequence credit~~
15 ~~for every fifty (50) hours worked as a TSE instructor per calendar year~~
16 ~~(September 1-August 31). Sequence credit will not be earned for service as~~
17 ~~coordinator.~~

18
19 G. ~~Affirmative action may be used in the assignment of TSE positions if the District~~
20 ~~determines it is legally allowable.~~

21
22 H. ~~Assignments to Traffic Safety Education shall be made according to TSE~~
23 ~~seniority sequence credits. All Traffic Safety positions shall be filled, including~~
24 ~~both behind-the-wheel and simulator instruction, by instructor rank order~~
25 ~~seniority. In the event that there are not enough classes for each instructor~~
26 ~~requesting an assignment at his/her regularly assigned school, the least senior~~
27 ~~instructor(s) will be reassigned for that sequence to a school that does not~~
28 ~~already have an assigned instructor.~~

29
30 ~~1. Coordinators will be assigned to a school and, if hired as a TSE instructor,~~
31 ~~will be assigned a TSE instructor assignment at that same school by length of~~
32 ~~service.~~

33
34 ~~2. TSE instructors who are presently assigned to their school of regular~~
35 ~~assignment during the regular student school year by their length of service;~~
36 ~~provided, however, TSE instructors who elect to not work at their school of~~
37 ~~regular assignment will be assigned pursuant to item H.3.~~

38
39 ~~3. TSE instructors not assigned to their school of regular assignment will be~~
40 ~~given their choice of remaining assignments based upon their length of~~
41 ~~service.~~

42
43 ~~4. In case of a tie in length of service, the tie will be broken pursuant to Section~~
44 ~~72. Tie Breakers.~~

45

- 1 ~~5. All assignments in a school will be based upon length of service.~~
- 2
- 3 ~~I. TSE instructors who do not earn three (3) sequence credits during the first (1st)~~
- 4 ~~three (3) sequences of the regular student school year will be given first (1st)~~
- 5 ~~opportunity to work the fourth (4th) sequence. Any assignments not filled will be~~
- 6 ~~filled by length of service.~~
- 7
- 8 ~~J. Summer school hiring and assignment will be the same as hiring for the first (1st)~~
- 9 ~~three (3) sequences of the regular student school year.~~
- 10
- 11 ~~K. Certification will be pursuant to WAC 392-50-030 with the addition of courses in~~
- 12 ~~TSE Performance-Based Instruction emphasizing individualization of learning~~
- 13 ~~and a simulation course emphasizing integration of instruction based upon~~
- 14 ~~student performance. The building coordinator of TSE is required to be certified~~
- 15 ~~as a TSE instructor.~~
- 16
- 17 ~~L. Inservice courses for TSE shall be determined in consultation with TSE~~
- 18 ~~instructors.~~
- 19
- 20 ~~M. If a TSE instructor receives remuneration for other extracurricular activities the~~
- 21 ~~instructor may participate as long as the activities are not in conflict with~~
- 22 ~~Regulation 4143.1.~~
- 23
- 24 ~~N. The TSE instructor is responsible for the following duties:~~
- 25
- 26 ~~1. Report any and all damages to the automobile to the building coordinator of~~
- 27 ~~TSE.~~
- 28 ~~2. Keep the inside of the automobile clean.~~
- 29 ~~3. Maintain individual student performance records.~~
- 30 ~~4. Return audio visual materials.~~
- 31 ~~5. Fuel car and check oil level.~~
- 32 ~~6. Turn in report forms as required.~~
- 33 ~~7. Verify automobile is fully equipped.~~
- 34
- 35 ~~O. The building coordinator of TSE is responsible for the following:~~
- 36
- 37 ~~1. Schedule repairs and procure data when automobiles are damaged.~~
- 38 ~~2. Turn in time cards to the District Coordinator of TSE by proper date.~~
- 39 ~~3. Complete all necessary forms and records, and see to it that the report forms~~
- 40 ~~are turned in to both the high school office and the District office by the~~
- 41 ~~designated dates.~~
- 42 ~~4. Register students.~~
- 43 ~~5. Secure schedule for integrated program.~~
- 44 ~~6. Order films and necessary supplies for building operation.~~
- 45
- 46 ~~P. The District Coordinator of TSE is responsible for the following:~~
- 47
- 48 ~~1. Provide for an adequate and secure storage area at each high school for~~
- 49 ~~TSE automobiles.~~

- 1 ~~2. Make provisions and provide for automobile maintenance.~~
- 2
- 3 ~~Q. The TSE program will be in conformance with the WAC. Each TSE instructor~~
- 4 ~~shall be provided with a copy of the TSE WAC and shall be responsible for~~
- 5 ~~compliance with the code.~~
- 6
- 7 ~~R. Pay for TSE instructors and the building coordinator of TSE will be the hourly~~
- 8 ~~rate provided in Section 18.A. Salary Guides, Item C.2. of the collective~~
- 9 ~~bargaining agreement.~~
- 10
- 11 ~~S. Liability insurance in the amount to guarantee recovery of losses shall be~~
- 12 ~~provided every instructor in the TSE program. A copy shall be available upon~~
- 13 ~~request.~~
- 14
- 15 ~~T. Any TSE instructor on sabbatical leave shall receive sequence credits equal to~~
- 16 ~~the sequence credits that could have been earned if hired during the sabbatical~~
- 17 ~~leave.~~
- 18
- 19 ~~U. In the event an in-day TSE program is established in the District, classroom,~~
- 20 ~~simulation and driving experience shall be conducted by the in-building~~
- 21 ~~instructors.~~
- 22

23 **Section 40. Staff Protection**

24

25 Preservation of order in the schools:

- 26
- 27 A. An employee may use such force as is necessary for self-protection from
- 28 attack or to prevent injury to another person (adult or student).
- 29
- 30 B. The District shall give priority consideration to the utilization of appropriate
- 31 security personnel at functions such as athletic events, school plays,
- 32 concerts, and other school functions, to maintain discipline and order.
- 33
- 34 C. Employees will not, nor shall they be asked or required, to search student
- 35 lockers, or student possessions.
- 36

37 Threats to Safety: Employees who are threatened with bodily harm by any individual

38 any group, while carrying out their occupational obligations, shall immediately notify

39 building principal or supervisor. The principal or supervisor shall notify the

40 Superintendent's office of the threat and take immediate steps in cooperation with the

41 employees to provide every reasonable precaution for their safety. Precautionary steps

42 shall be reported to the Superintendent's office at the earliest possible time.

43

44 L & I Disability: Upon determination by the Washington Department of Labor and

45 Industries that an employee has been physically disabled by a job-related injury or

46 illness because of an assault on the employee's person arising out of and/or in the

47 course of the employee's employment, the District will grant the injured employee leave

48 of absence with normal contract pay for the duration of the injury or illness, not to

49 exceed twelve (12) months, with no reduction in accumulated sick leave.

1 A. The injured or ill employee shall undergo such medical examinations by
2 qualified examiners as requested by the District. When found fit for duty the
3 employee shall return to duty pursuant to the rules and procedures of and
4 standards set by the Washington State Department of Labor and Industries,
5 except that placement in a position shall be pursuant to the terms of the
6 Agreement; provided, however, the District is authorized to establish a
7 modified duty assignment to accommodate the employee until said employee
8 is released to assume regular duties.

9
10 B. The employee shall, as a condition of receiving benefits under Section 40.
11 Staff Protection, ~~Item C. above, L & I Disability~~, execute an assignment of the
12 proceeds of any judgment or settlement in any third (3rd) party action arising
13 from such injury or illness in amount of compensation received pursuant to
14 Section 40. Staff Protection, ~~Item C. above, L & I Disability~~, but not to exceed
15 the amount of such proceeds. Such assignment shall be in the form
16 prescribed by the Prosecuting Attorney's Office of Pierce County.

17
18 District Liability Insurance: The District shall protect employees by maintaining a
19 standard comprehensive bodily injury and property damage public liability insurance
20 contract in the amount of \$1,000,000 per occurrence.

21
22 It is further agreed that the Board will not surrogate its rights to the insurance carrier for
23 any claim paid as a result of a loss occurring while the employees are acting within the
24 scope of their duties as employees, whether such duties were expressed in the
25 employment contract or implied because of the nature of the employment, whether
26 such duties were performed during the regular duty hours or for the extracurricular
27 activities outside of the regular duty hours.

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

33
34 Personal Public Liability Insurance: It is the personal responsibility of an employee who
35 uses her/his personal automobile in the performance of duties to carry public liability
36 insurance for bodily injury and property damage. The Board cannot be obligated to
37 provide insurance for the employee's vehicle on a first-party basis.

38
39 Medical Professional Liability Protection: The District shall provide School District
40 psychologists with medical professional liability protection in the amount of \$250,000
41 per occurrence to a maximum of \$1,000,000 per policy year. In the event that the
42 present coverage for psychologists is canceled by the insurance carrier, this item is
43 subject to immediate renegotiations.

44
45 Vehicle Damage/Loss Provisions: The District will reimburse an employee for slashed
46 tire(s) and/or damage caused to a vehicle which occurred in the course of his/her
47 employment pursuant to the following conditions:
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1. A police report must be filed and a copy of said report must be provided to the principal/supervisor within forty-eight (48) hours of the incident.
2. The reimbursement shall be subject to a \$1,000.00 maximum reimbursement of actual expenses for each loss. The reimbursement is to cover the employee's insurance deductible amount, provided, however, that if the employee does not have insurance the District will reimburse the actual expense amount up to \$1,000.
3. Other vandalism or loss is not covered.
4. If the employee files a claim to his/her insurance carrier, the District will coordinate insurance benefits.
5. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor/principal within thirty (30) days of the loss or damage, or the claim is waived.
6. The total obligation for reimbursement by the District is \$25,000 for each fiscal year.

Personal Property Damage/Loss Provisions: 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 his/her employment pursuant to the following conditions:

1. The reimbursement shall be a \$1,000.00 maximum reimbursement for each loss.
2. Reimbursement shall be based upon a reasonable estimate of current value.
3. The District may, at the District's discretion, require an employee to show reasonable evidence of theft or damage.
4. An employee must take reasonable care to protect his/her personal instructional/educational equipment.
5. Loss or theft of cash will not be covered.
6. If the loss is covered by an insurance policy carried by the employee, such insurance must be used prior to making a claim to the District.
7. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor/principal within thirty (30) days of the loss or damage, or the claim is waived.

1 8. The District's obligation under this section is a maximum of \$20,000 for each
2 year of the aforementioned collective bargaining agreement.

3
4 Medical Emergencies: Each school shall be provided with the name of a designated
5 backup certificated school nurse who may be contacted in the event of a medical
6 emergency. In addition, the District shall make available to all staff written procedures
7 for seeking such assistance when necessary. Staff acting in emergency situations will
8 be afforded legal protection by the District except in cases of negligence or unlawful
9 activity as determined by the Board of Directors.

10
11 Cleansing Intermittent Catheterization: No employee(s) other than certificated school
12 nurses and special education personnel currently assigned to serve medically impaired
13 students shall be required to provide cleansing intermittent Catheterization (CIC). Any
14 training required in CIC for such personnel shall be provided at no cost to the
15 employee. For all open positions that require CIC, such requirement shall be specified
16 in the job posting.

17
18 **Section 41. Academic Freedom**

19
20 As a vital component of academic freedom, employees shall be free to present
21 instructional materials which are pertinent to the subject and levels taught, within the
22 outlines of appropriate course content and within the instructional program.

23
24 Employees shall be free to express their personal opinions on all matters relevant to the
25 course content and appropriate to the subject and levels taught, provided that when this
26 personal opinion is stated the class is so informed. All facts of controversial issues
27 shall be presented in a scholarly and objective manner within the limits of appropriate
28 discretion and propriety. Employees should notify the administration when intending to
29 cover a controversial topic.

30
31 **Section 42. Classroom Visitors/Observation**

32
33 In order to provide patrons the opportunity to visit classrooms with the least interruption
34 to the teaching process, the following guidelines are set forth:

- 35
36 A. All visitors to a classroom shall obtain the approval of the building administrator.
37
38 B. The time will be arranged by the building administrator with the classroom
39 teacher's approval.
40
41 C. The teacher shall be afforded the opportunity to confer with the classroom
42 observer before and/or after the observation.
43

44 **Section 43. Covering Classes**

45
46 A. Class Coverage

- 47
48 1. The principal or his/her designee may request employees holding valid
49 teaching certificates to cover classes in cases of emergency or when

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arrangements for a regular substitute cannot be made either because of a time factor or the unavailability of a qualified substitute.

- 2. 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 (1/2) 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.
- 3. Arrangements for class coverage may be made between teachers with the building principal's approval.
- 4. Student teachers and noncertificated personnel may be used to cover classes only in an emergency situation. Except in unusual circumstances, student teachers and noncertificated personnel shall not cover classes other than those to which they are regularly assigned.
- 5. The Board agrees that any Districtwide 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 (1st) be subject to the negotiations process.

B. Loss of Planning/Overloads

- 1. Staff members, including specialists, who are required by the principal to cover for another teacher, resulting in a loss of their contractually guaranteed planning time, or who otherwise lose their planning time due to the unavailability of a substitute, shall be paid \$25.00 (twenty-five) for each such occurrence. Teachers who are required by the principal/supervisor to cover a class in addition to their own, resulting in a class size which exceeds negotiated lids, regardless of loss of planning time, shall be paid in the following manner:

More than fifteen (15) minutes/less than one (1) hour	\$25.00
One (1) hour to three (3) hours	\$50.00
Three (3) hours or more	Casual Substitute Daily Rate

At the beginning of the school year the principal/supervisor shall seek names of volunteer staff members willing to provide such coverage. Staff 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 are available.

1 **Section 44. Grading Practices**

2
3 The teacher shall have the authority and responsibility to determine grades and other
4 evaluations of students. No grade or evaluation shall be changed by anyone other than
5 the teacher provided that:

- 6
7 A. It is adequately documented
8
9 B. It is based on achievement.
10
11 C. It is consistent with school and/or District rules.

12 **Section 45. Student Discipline/Administrative Responsibility**

13
14
15 The District shall endeavor to assure that an administrator or certificated designee shall
16 be available to respond to emergency situations at each school and program site during
17 the student school day. In the absence of an administrator, a certificated designee
18 shall be assigned.

- 19
20 A. Enforcement: Student discipline will be enforced fairly and consistently
21 regardless of race, creed, sex or status.
22
23 B. Cause for Discipline: Sufficient cause for discipline will be:
24
25 1. Verbal or physical threats, intimidation or assault or interference with an
26 employee by use of force or violence.
27
28 2. Failure by a pupil to comply with written rules and regulations established by
29 the District; or
30
31 3. Failure by a pupil to comply with the instructions of an employee made within
32 the scope of his/her authority; or
33
34 4. Failure by a pupil to submit to the reasonable disciplinary actions of
35 employees; or
36
37 5. Conduct which materially and substantially interferes with the educational
38 process; or
39
40 6. Failure to identify oneself upon request by an employee in the school
41 building, on school grounds, or at school-sponsored events.
42
43 C. Authority to Discipline: Employees shall have the authority to discipline pupils
44 under their supervision within the following limits:
45
46 1. Employees shall administer discipline pursuant to federal and state laws and
47 regulations.
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- 2. An employee may use such force as is necessary for self-protection from attack or to prevent injury to another person.

- 3. Disciplinary Removal from Class or Activity Period: Employees are empowered to exclude students from the classroom or activity area under certain conditions. Employees may exclude a student under their supervision who is creating a disruption of the educational process or who is in violation of the building disciplinary standards.

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

Limitation:

- a. Except in emergency circumstances as provided in WAC 180-40-290, the employee shall have first (1st) attempted one or more alternative forms of corrective actions; and
- b. The consent of the employee 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 will 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 will be initiated at the recommendation of the staff member unless otherwise 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.

A definition of the term "substantial disruption" shall be developed as part of each building's standard discipline system.

Discipline Report: In cases in which the employee sends a student to the school office, a discipline report pursuant to the District's "Disposition Referral Form" explaining the facts of the misconduct shall be sent to the principal/designee.

The discipline report shall provide descriptions of 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 work day.

1 4. The employee may, at any time, request in writing that an alternative class
2 assignment, disciplinary contract or specific assistance be provided for a
3 pupil whose conduct or misbehavior warrants a recommendation for change.
4 Such request shall include a documentation of the pupil's problem and a list
5 of the types of corrective action already taken.
6

7 D. Administrative Response:
8

- 9 1. When a written report is sent to the principal or other school administrator
10 regarding student discipline, a request for alternative class assignment and/or
11 specific assistance, or recommendation for suspension or expulsion, the
12 principal or school administrator shall respond to the employee in writing
13 concerning the action taken, contacts made with the parents or guardians,
14 and any conditions imposed on the student's return to class.
15
16 2. When school authorities endeavor to correct misconduct or misbehavior
17 through counseling and/or conferencing with the pupil and his/her parents,
18 the employee will be notified and be involved upon his/her request.
19

20 E. Recommending Suspension/Expulsion: If, in the employee's judgment, pupil
21 conduct warrants suspension or expulsion of the pupil, the employee shall make
22 written recommendation accordingly to the building administrator. Suspension
23 may also be recommended by the employee when he/she reasonably believes
24 that the pupil is an immediate and continuing danger to himself/herself, other
25 pupils, employees, school administrators or the educational process of the
26 pupil's school. Any recommendation must include specific examples and/or
27 documentation of the disruptive or disorderly conduct.
28

29 F. Special Education Discipline: The District will comply with all pertinent state and
30 federal laws and Board policy when disciplining special education students.
31 Upon request, the regular education classroom teacher directly impacted by a
32 special education student's disruptive behavior will be given input into the IEP
33 process and will have his/her concerns considered prior to the placement or
34 change of placement of a special education student. Within the IEP process,
35 which includes a meeting of the parent, teacher and District representative who
36 is qualified to provide or supervise special education services, a plan may be
37 established for the discipline of a specific behavior in order to reach behavior
38 goals. This plan may include removal from school for specified amounts of time
39 as a part of the IEP. The statements of Student Rights, Responsibilities and
40 Regulations are not to be used when following the IEP plan as the IEP itself will
41 prescribe the disciplinary procedures. Either the appropriate school personnel or
42 the parent may request a new IEP meeting if either finds that the plan is not
43 satisfactory or in need of revision. In the absence of a specific IEP discipline
44 plan, all other items of Section 45. Student Discipline/Administrative
45 Responsibility, will apply.
46

47 G. Assault of Employee: If a student assaults an employee, intimidates by threat of
48 force or violence, or interferes with an employee by use of force or violence, in

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

- H. Building Discipline Review: School principals will meet with the employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
- I. Staff Training: The District shall provide annually information to all employees concerning all applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights, employee rights, due process and the processing of student discipline.
- J. Major Incidents: Major incident reports relative to weapons incidents, violent acts, and/or incidents which result in intervention by District Security personnel the police department shall be faxed to TEA within twenty-four (24) hours of the incident and shall be reviewed on a regular basis with Association leadership.

Section 46. Documentation of Incidents

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

Section 47. Employee Duties and Responsibilities

- A. It is the responsibility of employees:
 1. To provide space at home for completion of homework, grading or class preparation should planning time at school be inadequate.
 2. To work in accordance with their job description.
 3. To take into consideration the individual differences of students.
- B. Noncertificated personnel will not be used to replace teachers.

Section 48. Physical Facilities

- A. The District shall provide:
 1. A minimum of one (1) staff room in each school.
 2. A minimum of one (1) telephone in each school, which will be readily available and for the primary use of teachers.
- B. The District will endeavor to provide suitable facilities for all employees. Facilities will include the following:
 1. Work space reasonably free from distractions and interruptions.

- to
- 1 2. A work surface, a locking file and adequate storage space for educational
2 material.
3
- 4 3. A telephone available for use when confidentiality is required.
5
- 6 C. On an annual basis, the Assistant Superintendent for Elementary, Middle School
7 and High School Education shall meet with each principal to review space
8 utilization at school sites. Such review shall consider suitability of work space for
9 all employees and any safety concerns which have been raised by staff.

10
11 **Section 49. School Construction**
12

13 When the District establishes a Building Advisory Committee to develop a bond issue
14 election, the Superintendent shall appoint at least four (4) designees to the committee
15 from a list of seven (7) recommended to the Superintendent by the President of the
16 Association.
17

18 When the proposed construction pertains to a particular school, the Superintendent
19 shall appoint at least three (3) members of the school's faculty from a list of five (5)
20 recommended to the Superintendent by the President of the Association to the building
21 planning committee.
22

23 There are no limitations in the appointment of other members to the aforementioned
24 committees.
25

26 **Section 52. Itinerant Teachers**
27

28 ~~In order for itinerant teachers to be most effective in their duties, it is agreed that their~~
29 ~~schedules shall include no less than thirty (30) minutes for lunch, and sufficient time to~~
30 ~~include walking between their modes of travel and their assigned places of duty when~~
31 ~~traveling from one (1) assignment location to another.~~
32

33 **Section 50. Student Teachers**
34

- 35 A. The teachers in the District acknowledge their professional responsibility to
36 participate in and give leadership to the student teacher practicum.
37
- 38 B. A teacher shall have taught at least three (3) years before being assigned a
39 student teacher.
40
- 41 C. A teacher shall have taught at least one (1) year in the District before being
42 assigned a student teacher.
43
- 44 D. Teachers requesting a student teacher shall make application through their
45 building principal.
46
- 47 E. Teachers requesting a student teacher will be advised by letter from the Human
48 Resources Department of action on their application.
49

- 1 F. The cooperating teacher is responsible for the class and the program even
2 though a student teacher may be conducting the class.
3
- 4 G. Teachers should have only one (1) student teacher a year. Any exception to this
5 practice must be approved by the teacher, principal and the Assistant
6 Superintendent, Human Resources Department.
7
- 8 H. The District will negotiate with the Association any change(s) in honoraria paid
9 cooperating teachers.
10

11 **Section 51. Scheduling, Secondary Schools**

- 12
- 13 A. Before the District makes any changes to the format (periods per day or
14 semester/quarter) in a secondary school, the District will notify the Association;
15 the Association shall have ten (10) days to initiate negotiations in accordance
16 with Chapter 41.59 RCW. In the event the Association does not initiate
17 negotiations, the District shall be free to make said format changes immediately.
18
- 19 B. Individual schools, however, may initiate changes in format subject to District
20 approval; provided, however, such changes have been approved through the
21 building's SCDM process or have the written approval of at least sixty (60)
22 percent of the certificated employees in the school and are consistent with the
23 District's adopted curriculum and the appropriate provisions of the Basic
24 Education Act.
25

26 **Section 52. Job Description**

27

28 A copy of the District's organizational chart shall be posted at each work site and
29 existing job descriptions within the bargaining units shall be sent to the TEA office.
30

31 Before changes are made to the existing job descriptions within the bargaining unit, the
32 recommendations of the Association will be considered.
33

34 No duties presently performed by bargaining unit members shall be transferred to other
35 district employees, nor contracted with outside vendors.
36

37 **Section 53. Building Budgets**

38

39 The building principal will make the monthly Budget Control Reports available to the
40 Site-Centered Decision-Making Team and each employee.
41

42 This Report includes:

- 43
- 44 A. Annual allocation and changes.
- 45
- 46 B. Source of funds (vocational, special education, etc.)
- 47
- 48 C. Budget and expenditures to date by category and/or department.
49

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

4
5 **ARTICLE IX**
6 **Class Size/Staffing**

7
8 **Section 54. Elementary Schools (Grades K-5)**

9 **Section 40. Staffing**

10
11 **Elementary Schools (Grades K-5)**

12 Kindergarten teachers will be assigned to schools by the Human Resources
13 Department using a maximum of twenty-four (24) students per session.

14
15
16 Regular classroom teachers, grades 1-5, will be assigned to schools by the
17 Human Resources Department using a maximum ratio of twenty-five and three-
18 tenths (25.3) students per building.

19
20 Each building principal, working with input from the Site-Centered Decision-
21 Making team, shall submit an initial staffing plan by the second (2nd) Friday
22 (based on that Friday's count), for the assignment of students to regular classes,
23 subject to review and approval by the Superintendent, or designee.

24
25 In this plan, no regular class shall have more than twenty-four (24) students per
26 session in kindergarten, or more than twenty-seven (27) students at grades one
27 (1) through two (2), and twenty-eight (28) students at grades three (3), four (4)
28 and five (5) unless recommended and agreed to in writing by the teacher and the
29 principal and approved by the Superintendent, or designee.

30
31 There will be no first (1st) grade splits. There will be no second (2nd) grade splits
32 without the written consent of the teacher. No split shall be assigned more than
33 twenty-six (26) students. Multi-age programs which have been developed
34 through the involvement of affected staff may include students of any level and
35 shall not be assigned more than twenty-seven (27) students if at the primary
36 level nor more than twenty-eight (28) at the intermediate level.

37
38 Classes are subject to increase or decrease after the second (2nd) Friday of the
39 school year due to change in student enrollment in the school, provided, if after
40 the second (2nd) Friday a class size exceeds the staffing numbers contained
41 herein adjustments may be made in the event that the initial maximum ratio of
42 one (1) to twenty-five and three-tenths (25.3) is exceeded.

43
44 If the maximum ratio is exceeded adjustments may be made by, but not limited
45 to, the following: adjustments to building staffing, modification of building duty
46 schedules, reassignment of students, para-educator assistance, additional
47 planning time, or other adjustments responsive to the class size overload.
48

1 If class size exceeds the maximum(s) after the second (2nd) Friday, the
2 Assistant Superintendent for Elementary Education/designee shall meet with the
3 principal, Association representative and impacted teacher(s) to determine the
4 appropriate adjustment(s). If consensus is not reached, the Assistant
5 Superintendent for Elementary Education shall make the final determination
6 regarding how adjustments shall be implemented. Adjustments shall be made
7 within five (5) working days of notice to the District of the building's
8 recommendation. Employees who disagree with the Assistant Superintendent fo
9 Elementary Education's resolution may appeal the decision to the District/TEA
10 Labor Management Committee.

11
12 If classroom space is not available to adequately house additional teachers, the
13 President of Tacoma Education Association, an Assistant Superintendent for
14 Elementary Education and the Director for Human Resources shall meet with th
15 principal and the teacher to discuss alternatives including, but not limited to, the
16 assignment of an additional .5 certificated teacher to work directly with the
17 teacher.

18
19 Individual staff and class counts by school will be supplied to the Tacoma
20 Education Association for October 1 by October 15 and monthly thereafter.

21
22 Learning specialists will not be included in these ratios.

23
24 **Section 55. Middle Schools (Grades 6-8)**

25
26 The middle school maximum will be twenty-eight (28) students per class. If one
27 (1) or more classes exceeds the maximum, the daily student load will be less
28 than twenty-six and three tenths (26.3) times the number of periods taught
29 exclusive of the advisory period. No individual class shall exceed the class
30 maximum by more than three (3) students. A classroom teacher may agree, in
31 writing, to exceed the applicable maximum. Music and physical education
32 classes will not exceed thirty-four (34) students per class.

33
34 For the purposes of determining class size maximums and load, student
35 assistants who have been requested in writing by the teacher shall not be
36 included in the counts.

37
38 The principal will endeavor to balance class loads by the second (2nd) Friday of
39 each semester/quarter; provided, however, the implementation of the applicabl
40 maximum will be completed by the third (3rd) Friday of each semester. A
41 teacher may agree, in writing, to exceed the maximum student load by
42 completing the Waiver of Class Size Limits Grades 6-12 Form.

43
44 **Section 56. High Schools (Grades 9-12)**

45
46 The goal for high school class size is a class maximum of thirty (30) students
47 and a total daily student load of less than one-hundred and forty-nine (149) in t
48 event that any class exceeds thirty (30). The goal for music and physical
49 education classes is a class maximum of thirty-five (35) students and a total d

1 load of one-hundred sixty-five (165) in the event that any class exceeds thirty-five
2 (35). No individual class shall exceed the goal maximum by more than three (3)
3 students. A classroom teacher may request to exceed the maximum class
4 and/or daily loads by completing the form "Waiver of Class Size Limits Grades 6-
5 12" on or before the second (2nd) Friday of the semester or trimester.
6

7 ~~For the 1998-99 and 1999-2000 school years only, daily student loads from first~~
8 ~~(1st) and second (2nd) semester shall be averaged to attain the daily student~~
9 ~~goal load of less than one-hundred forty-nine (149): one-hundred sixty-five (165)~~
10 ~~for music and physical education teachers. In the event that a teacher is~~
11 ~~assigned a daily student load in one (1) semester which exceeds the daily~~
12 ~~student goal load, adjustments will be made during the second (2nd) semester to~~
13 ~~assure that the annual average daily goal load maximums are not exceeded.~~
14 ~~The maximum daily student load in any one (1) semester shall not exceed one-~~
15 ~~hundred fifty-five (155): one-hundred seventy-one (171) for music and physical~~
16 ~~education. For purposes of applying this provision, first (1st) semester~~
17 ~~classloads shall be based upon the official enrollment data on October 1 of the~~
18 ~~school year.~~
19

20 Effective in the 2000-2001 school year the class maximum will be thirty (30). If
21 one (1) or more classes exceeds the maximum, the daily student load will be
22 less than one-hundred forty-nine (149). Music and physical education classes
23 will not exceed thirty-five (35) per class. If one (1) or more classes exceeds the
24 maximum, the daily student load will be less than one-hundred sixty-five (165).
25 No individual class shall exceed the maximum by more than three (3) students.
26 A classroom teacher may agree, in writing, to exceed the applicable maximum by
27 completing the Waiver of Class Size Limits Grades 6-12 Form.
28

29 Each spring enrollment projections shall be shared with the Association and Site-
30 Centered Decision-Making teams for purposes of developing master schedules,
31 allocating resources, and planning for the successful transition and assignment
32 of students. Preliminary staffing allocations for the following school year shall be
33 based upon a percentage equal to the annual average enrollment for the current
34 school year. In the event that there is a significant variation in actual opening
35 enrollment from projections causing an undue overload in a specific
36 department(s), adjustments will be made by the third (3rd) Friday in September
37 by the District in consultation with the Tacoma Education Association and Site-
38 Centered Decision-Making teams. Individual staff and class counts by school will
39 be supplied to Tacoma Education Association by October 1 and March 1 of each
40 year.
41

42 For the purposes of determining class size maximums and daily student load,
43 student assistants who have been requested in writing by the teacher shall not
44 be included in the counts.
45

46 ~~The principal will endeavor to balance class loads by the second (2nd) Friday of~~
47 ~~each semester/quarter; provided, however, the implementation of the applicable~~
48 ~~maximum will be completed by the third (3rd) Friday of each semester.~~
49

1 Each high school shall maintain a maximum school ratio of twenty-five and or
2 half (25.5) students to one (1) regular classroom teacher.

3
4 School ratios are determined by dividing the total number of regular students
5 the total number of full-time equivalent regular teachers with full-time teaching
6 loads (or the appropriate proration) except that students documented as
7 handicapped disabled shall be included in determining staffing based upon the
8 time which they are served by the regular classroom teacher.

9
10 **Section 57. Middle School and High School Class Size/Staffing Compliance**

11
12 Compliance will be determined using the Middle School and High School clas
13 schedule documents which show class loads as of the third Friday of each
14 semester.

15
16 The District and Association representatives will meet during the fourth (4th) w
17 of each semester to discuss class load documents, review any adjustment
18 implementation plans and make any further necessary adjustments.

19
20 If a High School/Middle School teacher and the District agree to exceed the
21 contractual limits prescribed in Sections 55 and 56, the District must obtain a
22 Waiver of Class Size form signed by the teacher on or before the close of
23 business on the third Friday of each semester.

24
25 When a High School/Middle School class/daily student load exceeds the
26 maximums after the third Friday of a semester, one of the following will occur:
27 1) The teacher must agree to sign a waiver within five (5) workdays of the
28 overload occurring or, 2) the Assistant Superintendent for Middle or High Scho
29 Education shall meet with the principal, Association representative and impact
30 teacher(s) to determine an appropriate adjustment(s).

31
32 If a substitute teacher is assigned to teach a class for the first two weeks of a
33 semester and the substitute's class size/daily student load exceeds the
34 contractual maximums and the substitute and District agree to exceed the
35 maximums, a Class size waiver form may be signed on or before the close of
36 business on the third Friday of each semester. Also, the teacher regularly mus
37 sign the Class Size Waiver form on or before the close of business on the third
38 Friday of the semester in order for that class/daily load to exceed contract limit
39 If the class size/daily student load exceeds the contractual limits after the third
40 Friday of a semester, one of the following will occur: 1) the Class Size Waiver
41 form must be signed by the substitute and the teacher regularly assigned to the
42 class (if the teacher intends to return that semester) or, 2) a meeting of the
43 Assistant Superintendent for Middle/High School Education, the principal,
44 Association representative and impacted substitute/teacher(s) shall occur to
45 determine an appropriate adjustment(s).

46
47 If a substitute is assigned to an open position for the first two weeks of a
48 semester and his/her class size/daily student load exceeds the contractual
49 maximum and the substitute and District agree to the overload, the Class Size

1 Waiver form must be signed by the substitute on or before the close of business
2 on the third Friday of the semester. If a class size/daily student load exceed the
3 maximums after the third Friday of the semester, one of the following will occur:
4 1) the substitute and the District agree to exceed the limits, the substitute may
5 sign the Class Size Waiver form, or 2) a meeting of the Assistant Superintendent
6 for Middle/High School Education, the principal, Association representative and
7 impacted substitute/teacher(s) shall occur to determine an appropriate
8 adjustment(s).
9

10 **Section 58. Special Education, ESAs and Learning Specialists**

- 11
12 A. Special education students shall be assigned to special education teachers as
13 follows: No special education class shall exceed twelve (12) students at a time
14 except learning resource classes, where no class may exceed 16 students at a
15 time. For LRC teachers in grades 6-12, the average number of students per
16 period will not exceed twelve (12). No LRC in grades K-5 will be assigned more
17 than forty (40) students. If class size exceeds the lid, adjustments may be made
18 through rearrangement of building staffing, reassignment of students,
19 paraprofessional assistance at a ratio of two (2) hours per day for each student
20 exceeding the class lid, or the assignment of additional certificated staff.

21
22 These lids may be exceeded with the recommendation of the special education
23 teacher(s) in consultation with the building principal and designated program
24 manager and the approval of the Superintendent.
25

26 In the event of a reduction in staff, the class size and lids shall be increased
27 proportionate to the reduction in certificated special education teaching staff by
28 classroom classification.
29

30 Substitute para-educators shall be provided at the request of the teacher when
31 his/her regular para-educator cannot be present, subject to the availability of a
32 qualified and trained substitute. The District shall endeavor to maintain a pool of
33 substitute para-educators to serve students with disabilities.
34

35 Special education teacher classload information shall be made available to the
36 Association by October 15, February 15 and May 15, annually.
37

- 38 B. The District shall endeavor to deploy special education teachers and ESA staff
39 on a fair and equitable basis, considering the handicap severity of students
40 served, degree of itinerancy, direct service responsibilities and total student load.
41 ~~Tentative initial deployment shall be completed by June 1 annually for the~~
42 ~~following school year with adjustments due to changes in student placement,~~
43 ~~academic and behavioral characteristics of students, related services needs, and~~
44 ~~program location by October 10, annually.~~ Caseload information for all ESA staff
45 shall be made available to the Association by the third (3rd) Friday of September,
46 February 15 and May 15, annually.
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Educational Staff Associates: ESA includes physical therapists, occupational therapists, speech/language pathologists, psychologists, school nurses and guidance specialists.

C. Learning Specialists: music, library, physical education

Learning Specialists

D. The following staffing classifications are not to be construed as fixed or inflexible. The Board will determine the level of services for the following classifications learning specialists:

CLASSIFICATION	STAFF/ 1,000 STUDENTS
Basic Skills	.33
Reading Teachers	1.08
Library Services	1.80
Nursing Services	1.02
School Counselors	2.27
Attendance Counselors	.07
MR - Special Adjustment	.74
MR - Developmental	1.12
Adaptive PE	.07
Deaf/Hard of Hearing	.67
Visually Impaired	.09
Orthopedically & Neurologically Impaired	.82
Diagnostic	.07
Therapeutic Learning Center	.41
Preschool Language Impaired	.15
"Other" Institutions	.73
School Psychologists	.73
School Social Workers	1.01
Speech Language Pathologist & Audiologists	1.11

Occupational & Physical Therapy	.69
Learning Resource Centers	3.66
Helping Teachers & Specialists	2.01
Academic Assessment Specialist	.02
Elementary Music Teachers	2.00
High School Career Specialist	(1 per high school)

E. SUPPLEMENTAL CONDITIONS:

1. The inclusion of staffing in this Agreement does not acknowledge that the topic falls inside or outside the scope of bargaining according to Chapter 41.59 RCW.
2. In the event of a certificated basic education teacher reduction caused by reasons other than a decline in student enrollment, the *student/teacher ratios and class size lids may be increased no more than the percentage of the reduction in certificated basic education teachers from the prior school year.

In the event that the numbers of basic education certificated teachers are increased for reasons other than an increase in student enrollment, the student/teacher ratios and class size lids shall be reduced no less than the percentage of the increase in basic education certificated teachers from the prior school year.

Prior to a staff reduction and to adjustments of student/teacher ratios and class lids, the Association shall be provided with all relevant data as to the computation of student/teacher ratios and/or lids. Loss of basic education funding caused by a decline in student enrollment will not affect student/teacher ratios.

3. Administrators will work to equalize teaching loads within subject(s)/grade level as a factor when students are scheduled.

*For purposes of this Agreement, student/teacher ratios and class size lids shall be determined based upon the budget adopted by the Board in August annually.

Section 59. Peer Review

1. In the event that a certificated employee has concern that his/her workload is inequitable based on student contact hours, the academic and behavioral characteristics of students, or the lack of adequate work space, he/she may request a peer review.

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Peer Review Committee shall consist of the involved employee, the appropriate Assistant Superintendent for Elementary, and Middle School, or School Education/designee, an Association representative, the District Administrator(s) as appropriate, the involved principal or designee, and request of the employee, another certificated colleague.

Committee is to act as an intermediary agent to problem solve and address concerns of inequitable workload. The Committee shall meet within seven (7) calendar days of the request of the employee. The request shall be directed in writing utilizing the Peer Review Request Form to the Assistant Superintendents, Elementary and Middle School or High School Education, with a copy to the principal and the Association.

- 2. The following process may be used by certificated staff in the classifications of Speech Language Pathologist, Occupational Therapist, Physical Therapist and Psychologist as a means to present concerns and issues regarding an individual's caseload/workload.

An individual in one of the classifications listed above may take concerns/issues of caseload/workload through their respective deployment process. The individual's respective ESA coordinator will facilitate the process in conjunction with the appropriate department head or designee. The information will be presented and recommendations made regarding any assistance to be provided and the form(s) of that assistance.

The District will provide an assistance pool in the amount of \$30,000 for each year of the agreement as a resource for implementing above recommendations. The status of this pool shall be monitored and adjusted as needed.

Section 60. New School Year Assignments

All current employees assigned full time to a building at the elementary and middle school level will be given notice of their position, including room assignments, for the forthcoming year not later than June 1 annually. If a change is made, the employee affected by the change will be notified of the reason.

At the high school level, employees shall be notified of their teaching and room assignments no later than the last day of school. If a change is made, the employee affected by the change will be notified of the reason.

Itinerant employees will be notified of their assignment for the forthcoming year no later than July 1 annually. Written notice will be given by the appropriate administrator upon request by the employee.

Tentative initial deployment of special education teachers and ESA staff shall be completed by June 1 annually for the following school year with adjustments due to changes in student placement, academic and behavioral

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1 characteristics of students, related services needs, and program location by
2 October 10 annually.

3
4
5 **ARTICLE X**
6 **PERSONNEL**

7
8 **Section 61. 57-A Employee Contract**

9
10 Each employee employed by the Board shall be issued a Personnel Contract
11 Agreement which shall be in conformity with Washington State law.

12
13 The following statement shall be a part of the employee's Personnel Contract
14 Agreement:

15 "This contract shall be subject to the terms and conditions of any agreement
16 between the District and the appropriate exclusive bargaining representative."
17
18

19 The types of employee contracts are as follows:

- 20
21 A. Continuing Contract: An employee with a Personnel Contract Agreement
22 pursuant to RCW 28A.405.210.
23
24 B. Provisional Contract: An employee with a Personnel Contract Agreement
25 pursuant to RCW 28A.405.220.
26
27 C. Replacement Contract:
28
29 1. An employee with a Personnel Contract Agreement pursuant to
30 RCW 28A.405.900.
31
32 2. A replacement contract will be issued to an employee replacing a certificated
33 employee who is on leave for the duration of such leave. The replacement
34 employee will be assigned to the same building or work site as that of the
35 person he/she is replacing.
36
37 3. Each replacement contract agreement shall identify the name of the
38 employee replaced and the anticipated duration of leave.
39
40 4. Each replacement contract shall be subject to the provisions of this
41 Agreement.
42
43 5. A person on a replacement contract of ninety (90) or more days who has
44 received satisfactory evaluation ratings in all areas and who is recommended
45 for continued employment by the evaluator will be placed into an employment
46 pool. Persons in the employment pool will be hired by the District if a position
47 becomes available, for which they are qualified, pursuant to Article XI,
48 Assignment and Transfer, before anyone new to the District is hired, unless
49 otherwise provided for in the Agreement.

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The Peer Review
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2. The
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representative."

eds. and program location by

states that formal observation/evaluation eye
Nevertheless, because of the importance
performance, a form will be provided to
in providing feedback in a
in triplicate, with one (1) copy to
department will receive two (2)
substitute. The original form

any feedback received in the
agenda to their feedback forms

ment listed in Section 20. Extra Pay For Extra Work

ed a supplemental contract which shall be in conformi

does not desire to continue in the same extracurricular assignm
school year will notify the principal in writing by May 15 of the cur
year. The District will provide an appropriate form for this purpose

employee is not to be recommended by the principal to continue in the same
curricular assignment the following school year for an assignment covered b
reement, the principal will notify said employee in writing by the end of the cur
student 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 s
be made for arbitrary and capricious reasons.

When school assignments are made on the basis of extracurricular program ne
employee is obligated to continue in the extracurricular assignment for three (3)
An employee is subject to involuntary transfer if he/she will not continue in that
extracurricular assignment during the next three (3) school years when offered
District.

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

3
4 No employee shall be involuntarily transferred from a school so that another employee
5 might be transferred into the school based on an extracurricular program need.
6

7 School Librarians: School librarians shall be provided not less than five (5) days work
8 at the end of the school year through released time or supplemental days or
9 combination thereof to complete library closure activities.
10

11 Counselors: Commencing with the 1999-2000 school year, ESA guidance staff
12 assigned to the high schools and alternative programs may work up to five (5)
13 supplemental per diem days in support of guidance activities at his or her work site
14 annually. The days shall be scheduled in cooperation with the principal and may be
15 worked during vacation periods, weekends, and/or other non-student days.
16

17 Middle School ESA Guidance: At the middle schools, four (4) supplemental per diem
18 days shall be allocated to each ESA guidance staff member.
19

20 In the event an individual staff member chooses not to utilize the supplemental
21 allocation, any unused days may be utilized by other guidance staff assigned to the
22 school.
23

24 Senior Staff Opportunity: Certificated employees who give notice of their retirement on
25 or before March 15 of any given year shall be eligible for two (2) additional days of
26 work, at their per diem rate of pay, as mutually agreed to by the employee and his/her
27 principal/supervisor.
28

29 **Section 63. Personnel Files**

30

- 31 A. The District personnel file(s)/supervisor/principal file(s) on any employee in the
32 possession of the District shall be subject to review at reasonable times by the
33 employee.
34
- 35 B. Any critical written matter or any commendatory items shall be shared with the
36 employee prior to its inclusion in the employment District personnel file and shall
37 be signed or initialed by the employee as proof of knowledge of its entry.
38

39 Materials reviewed by an employee and judged by the employee to be
40 derogatory to his/her service, character, or personality may be answered and/or
41 refuted by the employee in writing. Such written response shall be permanently
42 attached to said materials and shall become a part of his/her District personnel
43 file.
44

- 45 C. Copies or records of grievances filed by an employee shall not be entered into
46 the District personnel file.
47
48
49

1 **Section 64. Cause**

2
3 An employee will not be disciplined for an arbitrary or capricious
4 be for cause. The extent of any disciplinary action will be
5 seriousness of the infraction. A process of progressive discipline
6 Progressive discipline includes oral warning, written reprimand,
7 appropriate to the infraction. The employee will receive a
8 reprimand.
9

10 An employee shall be entitled to have present a representative
11 during any hearing conducted by the administration or the Board.
12

13 This section shall apply only to discipline up to and including
14 employees for infractions in matters not related to job performance.
15

16 Any complaint not called to the attention of the employee manager
17 for disciplinary action. The employee must be apprized of a copy of
18 the name(s) of the complainant(s) and may request a copy of a copy
19 otherwise provided by law.
20

21 **Section 65. Equitable Treatment**

22 The District will not illegally discriminate in applying the provisions
23 of this contract.
24

25 The Board agrees that it will not discriminate against employees on the basis of
26 membership or nonmembership in employee organizations.
27

28 **Section 66. Sexual Harassment**

29 Any employee who has a complaint regarding sexual harassment shall
30 file a complaint with the Office of Equity and Diversity. The appropriate
31 form shall be obtained from this office. A copy of the form is reproduced in
32 the Appendix.
33 Agreement.
34

35 **Section 67. Staff Diversity Plan**

36 The ultimate goal of the Staff Diversity Plan is to ensure the District complies with
37 federal and state law.
38

39 The Staff Diversity Plan identifies positions in which minorities are
40 underutilized.
41

42 Recommendations for changes in the plan may be made by the District.
43 The Staff Diversity Plan shall be kept on file in each school and made available to
44 employees upon request from the Equity and Diversity office.
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1 **Section 64. Administrative Positions**

- 2
- 3 A. ~~An employee applying for an administrative position must completely fill out the~~
4 ~~application and return it to the Human Resources Department.~~
- 5
- 6 B. ~~After the application has been completed and returned by the employee, the~~
7 ~~Human Resources Department shall promptly send a "Success Rating" form to~~
8 ~~each reference listed in the application. When the reference forms are returned,~~
9 ~~the Human Resources Department will give them a numerical value according to~~
10 ~~a rating formula.~~
- 11
- 12 C. ~~After it has been established that the employee has met the minimum~~
13 ~~requirements for an administrative or principal position, an appointment will be~~
14 ~~given with the screening committee appointed by the Superintendent. The~~
15 ~~screening committee shall include at least three (3) designees from a list of ten~~
16 ~~(10) recommended to the Superintendent by the president of the Association.~~
17 ~~During the interview the candidate shall be questioned and asked to solve~~
18 ~~problems which would confront an administrator as well as share his/her~~
19 ~~philosophy of education.~~
- 20
- 21 D. ~~The Human Resources Department shall then combine the independent~~
22 ~~interview ratings, together with applicant's success rating forms, formal training~~
23 ~~and professional experience, into a total rating.~~
- 24
- 25 E. ~~The employee's score will be placed on file in the Human Resources Department~~
26 ~~where it will be made available to the individual upon request.~~
- 27
- 28 F. ~~The screening data of the employees, along with their rating scores, shall be~~
29 ~~placed in an active file for the consideration of the Superintendent when filling~~
30 ~~administrative vacancies.~~
- 31

32 **ARTICLE XI**
33 **EVALUATION AND PROBATION**

34 **Section 68. Observation-Evaluation Procedures**

- 35
- 36
- 37 A. Philosophy of Evaluation: Tacoma Public Schools and the Tacoma Education
38 Association believe that evaluation is a collaborative, supportive, and continuous
39 process meant to improve learning and instruction while enhancing job
40 proficiency.
- 41
- 42 B. General Provisions:
- 43
- 44 1. All employees will be observed-evaluated yearly.
- 45
- 46 2. Evaluator: Employees shall be notified by November 1 by the administration
47 as to who is responsible for their observation-evaluation. No employee paid
48 on the Salary Schedule for Teachers shall be assigned to observe for the
49 purpose of evaluation or evaluate any other employee in the bargaining unit,
50 unless otherwise provided.
51

- 1 3. A general staff meeting shall be scheduled prior to the beginning of formal
2 observations-evaluations in order to acquaint staff with the process to be
3 followed and answer questions pertaining to the format for the
4 observations-evaluations and the pre- and post-conferences.
5
- 6 4. An involuntary transfer to a different grade level (P-K, 1-3, 4-5, 6-8 or 9-12
7 subject area or a different building shall be noted on the evaluation record
8 the first (1st) two (2) years. If an employee is assigned to an area other than
9 his/her professional preparation, it may be indicated by the
10 teacher/educational staff associate on the evaluation record during the
11 pre-conference.
12
- 13 5. All unsatisfactory observation-evaluation ratings shall be explained in writing
14 in a timely manner by the observer-evaluator.
15
- 16 6. Yearly observations-evaluations of each employee shall be completed no
17 later than May 15.
18
- 19 7. After an employee has four (4) years of satisfactory Form 1 evaluations, an
20 evaluator may use Form 2 (short form) for the observations and evaluation.
21 The short form of evaluation shall be used only after either a thirty (30)
22 minute observation during the school year with a written summary (Form 2) or
23 a final annual written evaluation based on the criteria in Form 1 and based on
24 at least two observation periods during the school year totaling at least sixty
25 (60) minutes without a written summary of such observations being prepared.
26 However, the observation-evaluation process set forth for Form 1 shall be
27 followed at least once every three (3) years and an employee or evaluator
28 may request that the observation-evaluation process set forth for Form 1 be
29 conducted in any given school year. The short form observation-evaluation
30 process may not be used as a basis for determining that an employee's work
31 is unsatisfactory or as probable cause for the nonrenewal.
32

33 C. Observation-Evaluation Forms:
34

- 35 1. There shall be separate observation-evaluation instruments for classroom
36 teachers and educational staff associates. There shall be long and short
37 forms of the observation-evaluation record available for both classroom
38 teachers and educational staff associates.
39
- 40 2. Observation/evaluation forms will be made out in triplicate by the
41 observer-evaluator. After discussing the observation/evaluation with the
42 employee, the observation/evaluation shall be signed by the employee and
43 the evaluator. A signature by the employee implies only that the employee
44 has had an opportunity to review the written observation/evaluation. In
45 signing the observation/evaluation, the employee does not waive any right to
46 due process, including the use of the grievance procedure.
47
- 48 3. The employee shall have the right to include a written statement or document
49 as an addendum to the evaluation/observation forms if the employee wishes

to do so. The statement shall be stapled to the evaluation/observation record.

4. The original copy of the evaluation/observation shall be submitted to the Assistant Superintendent, Human Resources Department, 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. Professional Growth Plans shall not be used as part of any evaluation conferences, observation files, or evaluation document without the consent of the employee except as provided for in Section 68. Observation-Evaluation Procedures, Item F of this agreement. (See Appendix IX - Personal Professional Growth Plan and Appendix X - Personal Professional Growth Plan Documentation).

D. Observations:

1. Prior to 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 objectives.
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 paragraph five (5) of this section.
3. In addition to the formal observation(s) required herein, the evaluator may make formal observations at any time during the school year, providing the employee has been notified prior to the observation. An observation worksheet shall be completed following each such observation.
4. During the school year each employee shall be observed for the purpose of annual evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes (RCW 28A.405.100). A minimum of one (1) of the two (2) observations for a total observation time of thirty (30) continuous minutes shall be required in connection with the evaluation. This item does not apply to the short form of evaluation based on a thirty (30) minute observation with a written summary.
5. Upon completion of an observation or series of observations, the employee shall be provided with a copy of the observation worksheet within three (3) work days of the observation or the last observation in the case of a series. In addition, a series of observations must be completed within a period of six (6) work days.

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6. A post-observation conference must be held after the observation(s) in order for both parties to share perceptions and identify avenues for continued growth.
7. ESA staff may request an optional peer observation for feedback from someone in a like assignment. Such requests and their results are for self use but may be added to the employee's personnel file by request of the ESA.

E. Evaluations:

1. The evaluation record shall be filled out only after the required observations and conferences have been completed.
2. A conference between the evaluator and the employee must be held prior to the distribution of the evaluation copies. The purpose of this conference should be for communication and for signing the evaluation record.
3. Students are most successful when teachers monitor and manage student progress using a variety of evaluation methods and adjust their teaching practice accordingly. Teachers recognize that each assessment has its own set of purposes, strengths, and weaknesses. Teachers also learn by listening to their students, watching them interact with peers and reading what they write. Many factors affect student performance, therefore, single standardized test(s) will not be used to evaluate certificated staff performance.
4. An employee placed on probation shall have received an unsatisfactory evaluation on or before January 15.

F. Professional Growth Plan:

In order to assist with the successful implementation of the District's Professional Growth Plan the parties agree as follows:

1. The Professional Growth Plan ~~Regulation 3110.4~~ shall be optional for the employee.
2. All Professional Growth plans shall relate to the Project Quality Accomplished Teaching Standards. The six Project Quality Accomplished Teaching Standards shall be printed on the back of the Professional Growth Plan form.
3. Any certificated employee who has completed four (4) years of satisfactory performance in the district and who would be scheduled for a short form annual evaluation may voluntarily elect to complete a Professional Growth Plan in lieu of receiving a short form evaluation. If the principal wishes to place the employee on the long form, the principal, the employee and a TEA representative shall meet to discuss the reasons for placement on the long form evaluation.

- 1 4. No later than November 1, an employee opting to utilize the Professional
2 Growth Plan option shall arrange a conference with his/her building
3 principal/supervisor responsible for the employee's evaluation to discuss the
4 plan and any assistance or recommendations which the supervisor may offer.
- 5
6 5. Following the establishment of the plan, the employee will take primary
7 responsibility for monitoring his/her own professional growth with respect to
8 achieving the goals outlined in the plan. The employee is encouraged to
9 share progress with other professional colleagues who would be able to
10 provide support and assistance in achieving growth plan goals.
- 11
12 6. The intent is that employees participating in the Professional Growth Plan will
13 make good faith effort toward achieving established goals. However there
14 shall be no consequences if an employee does not achieve the stated goals.
- 15
16 7. By June 1, the employee shall self evaluate the progress which has been
17 made and provide information to his/her building principal/supervisor as to the
18 results.
- 19
20 8. Without the written consent of the employee, the only reference to the growth
21 plan in the personnel folder shall be a statement signed by the
22 principal/supervisor and employee signifying that a growth plan has been
23 undertaken in lieu of a short form evaluation.
- 24
25 9. Employees on special assignment (Master Teacher, etc.,) may be evaluated
26 on the Form II (Short Form) in lieu of a scheduled Long Form or elect to
27 complete a Professional Growth Plan, provided, however, the evaluator or
28 employee may request a Long Form evaluation in any given year.

30 **Section 69. Probation Procedure**

31
32 When a nonprovisional employee's evaluation shows an unsatisfactory rating(s), the
33 following procedures shall be followed:

34
35 **Step 1:** The evaluator will call to the attention of an employee when the employee's
36 rating(s) is(are) unsatisfactory. The evaluator and the employee shall work together to
37 resolve the unsatisfactory condition(s) at this level.

38
39 **Step 2:** If, in the judgment of the evaluator, the matter is not being resolved at Step 1,
40 then the situation will be reduced to writing and given to the employee, with a copy sent
41 to the Assistant Superintendent, Human Resources Department. That letter shall
42 identify the deficiencies and note steps taken to resolve the problem. Having been so
43 notified of the possibility of being placed on probation, the employee may request a
44 meeting with the appropriate Human Resources Department administrator. The
45 meeting will be held within five (5) days of the request.

46
47 **Step 3:** If, in the judgment of the Assistant Superintendent, Human Resources
48 Department, the matter is not being resolved at Step 1 or Step 2, or if the Assistant
49 Superintendent, Human Resources Department, after insuring that reasonable efforts

1 have been made to assist the employee, deems the situation to be of such nature that it 1
2 be referred to the Superintendent immediately, the Assistant Superintendent shall 2
3 summarize the situation, in writing, to the Superintendent, with a copy to the employee. 3
4

5 **Step 4:** If, in the judgment of the Superintendent, the matter has not been resolved at 5
6 Steps 2 or 3, and the employee's performance is still deemed unsatisfactory, the 6
7 Superintendent may place the employee on probation by following the procedures listed 7
8 below, unless otherwise provided by law. 8
9

10 A. The employee may be placed on probation by the Superintendent any time after 10
11 October 15 for a period of sixty (60) school days and shall be notified in writing of 11
12 stated areas of deficiencies, along with recommendations for improvement. 12
13 During the period of probation, the employee may not be transferred from the 13
14 supervision of original evaluator. 14
15

16 B. The evaluator shall meet with the employee at least twice per month to supervise 16
17 and make written evaluation of progress of the employee. 17
18

19 C. The evaluator may authorize one (1) additional employee to evaluate the 19
20 probationer and to aid the employee in improving his/her areas of deficiency. No 20
21 employee paid on the Salary Schedule for Teachers shall participate in the 21
22 probationary process unless mutually agreed to by the probationer and the 22
23 evaluator. 23
24

25 D. The probationary status may be lifted at any time if satisfactory improvement of 25
26 stated deficiencies has been documented but no later than May 15 of each 26
27 school year. 27
28

29 E. Immediately following the completion of a probationary period that does not 29
30 produce performance changes detailed in the initial notice of deficiencies and 30
31 improvement program, the employee may be removed from his/her assignment 31
32 and placed into an alternative assignment for the remainder of the school year 32
33 or, at the District's option, be placed on paid leave for the balance of the contract 33
34 term. This reassignment may not displace another employee, nor may the 34
35 District's action adversely affect the probationary employee's compensation or 35
36 benefits for the remainder of the employee's contract year. 36
37
38

39 **ARTICLE XII**

40 **ASSIGNMENT AND TRANSFER**

41

42 **Section 70. Terms**

43

44 A. "Assignment" means the placement of an employee by the Human Resources 45
45 Department to a position within the bargaining unit. 46
46

47 B. "Open position" is a vacant position, not occupied by an incumbent, for which the 48
48 site administrator has submitted an Open Position Announcement and is in a 49
49 position-the District intends to fill and is not occupied by an incumbent.

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- C. "Position" means the building(s), the grade(s) or department(s), the core(s), team(s), and/or subject(s), and any specialty such as special education, counselor, and librarian.
 - D. An employee shall be qualified for a position as set out in Appendix XIV.
 - ~~D. An employee shall be qualified for a position by certification and any one of the following: major, minor, endorsement, twenty-four (24) credit hours in subject area, or for general education classroom positions a minimum of one (1) year of successful teaching experience in the subject area or level. Exceptions to the qualification criteria may be authorized by the Assistant Superintendent, Human Resources Department upon the recommendation of the principal and the Site Centered Decision Making Team with prior notice to the Association. Positions assigned to the Central Administration Building or other non-school sites may require additional qualification criteria consistent with position responsibilities, funding requirements, and interagency agreements. Any such exceptions must be approved in writing by the Association at least five (5) work days before posting.~~
 - ~~E. Affirmative action may be a qualification requirement. Any affirmative action qualification must be in response to and consistent with the District's Staff Diversity Plan.~~
 - E. "Reassignment" means a change in assignment within a building or a program by the appropriate administrator.
 - F. "Transfer" means a change from an employee's current position to an open position which has been posted or advertised.
 - G. "Displaced person" means an employee on a continuing contract who has been involuntarily transferred from his/her position with written notice from the Human Resources Department, or who has been placed in a position other than through Section 76. Selection of Staffing Categories, of the negotiated agreement. The Association and the District shall annually conduct a meeting for all displaced employees to: review their rights, review the process for being placed, and answer questions.

Section 71. General Procedure For Open Positions

- A. For open positions which occur during the student school year, the District will post open positions that occur between the first (1st) day of school and the last day of school as they are authorized. The open position form in Appendix II will be used for each posting. Each open position form will be posted in the staff room(s) of each school with a copy of each posting sent to the Association, and summarized in the *Staff Bulletin*. The District will post open positions for ten (10) work days during which time applications will be accepted; the position will not be permanently filled until after the application deadline.

1 An employee interested in an open position must complete the District's
2 application form. Said form must be received in the Human Resources
3 Department by the application deadline:
4

5 The Association may request an appeal in writing to the Assistant
6 Superintendent, Human Resources Department, to seek clarification regardi
7 the qualification criteria for any posted positions within five (5) calendar days
8 the posting date. No posted position shall be filled if such an appeal has be
9 filled until such time as the appeal has been resolved.
10

11 In the event that the District and Association cannot reach agreement regarc
12 the qualification criteria, the District may fill the position on a temporary basi
13 may revise the qualification criteria and re-advertise the position.
14

15 B. For open positions which occur during the summer, the District will advertise
16 open positions that occur between the last day of school and the second (2r
17 Friday in August by announcing them on a twenty-four (24) hour job line phc
18 recorder. The recorder message will be updated twice a week - by noon on
19 Mondays and Thursdays.-
20

21 An advertised position will not be permanently filled until after the application
22 deadline.
23

24 For positions advertised on Monday, an employee must apply by 4:00 p.m.
25 following Monday. For positions advertised on Thursday, an employee mus
26 apply by 4:00 p.m. the following Thursday.
27

28 An employee interested in an open position so advertised must contact the
29 Human Resources Department in person, by phone or by fax or email by th
30 application deadline. Such application will be logged in by date and time wh
31 will be certified by the recording secretary in the Human Resources Depart
32

33 C. Any position determined through the grievance process to have been filled
34 contrary to the terms of this contract will be posted within fifteen (15) days t
35 such determination, with the date of transfer of the successful applicant to t
36 the discretion of the successful applicant and administrator.
37

38 For positions which are to be posted, the following apply:
39

40 A. The Open Position Form in Appendix II will be used for each posting. Each
41 Open Position Form will be posted in the staff room(s) of each school - with
42 copy of each posting sent to the Association, advertised on the Job Line ar
43 District web-site, and summarized in the Staff Bulletin.
44

45 B. An employee interested in an open position so advertised must contact the
46 Human Resources Department in person, by phone, by fax or e-mail and s
47 the appropriate form by the application deadline. This form will be logged i
48 date and time, which will be certified by the Human Resources Departmen

1
2 C. The District will post open positions for five (5) work days during which time
3 applications will be accepted; the position will not be permanently filled until after
4 the application deadline. For positions advertised on Monday, an employee
5 must apply by 4:00 p.m. the following Monday. For positions advertised on
6 Thursday, an employee must apply by 4:00 p.m. the following Thursday.

7
8 D. The Association may request an appeal in writing to the Assistant
9 Superintendent, Human Resources Department, to seek clarification regarding
10 the qualification criteria for any posted positions within five (5) calendar days of
11 the posting date. No posted position shall be filled if such an appeal has been
12 filed until such time as the appeal has been resolved.

13
14 In the event that the District and Association cannot reach agreement regarding
15 the qualification criteria, the District may fill the position on a temporary basis or
16 may revise the qualification criteria and re-advertise the position.

17
18 E. Any position determined through the grievance process to have been filled
19 contrary to the terms of this contract will be posted within fifteen (15) days of
20 such determination, with the date of transfer of the successful applicant to be at
21 the discretion of the successful applicant and administrator.

22
23 F. Successful applicants for open positions shall be assigned in accordance with
24 the certification they hold as described by current state regulations.

25
26 G. The Human Resources Department will notify the appropriate administrator of
27 the names of the three (3) most senior qualified applicants. Said administrator
28 will establish a process to review and interview the three (3) most senior persons
29 qualified applicants and will make his or her recommendation for the person to fill
30 the position to the Human Resources Department; provided, however, the
31 administrator may choose to recommend the most senior qualified applicant, in
32 which case the other applicants will not be interviewed. If the most senior
33 applicant is not selected, the applicant(s) will be notified of the specific reasons
34 in writing.

35
36 If only one (1) or two (2) qualified employees apply, the position shall be filled
37 from those applicants.

38
39 The successful applicant for an open position shall have two (2) days to accept
40 or reject the position. An accepting employee must fulfill the position and is
41 subject to 68.C D. of this section of the bargaining agreement.

42
43 If no qualified employees apply, the District may choose one (1) of the following
44 options:

- 45
46 1. Re-post or re-advertise the position.
47
48 2. Revise the qualification criteria and the revised open position will be posted
49 or advertised in accordance with item A. or B. of this section.

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3. Hire from outside the District.

H. The successful applicant for an open position shall have two (2) days to or reject the position. Once an employee accepts an open position, said employee may not apply for another open position effective that same year. Positions obtained under Section 74, Displaced Employees, are restricted by this paragraph.

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

J. An open position will be filled within fifteen (15) work days after the app deadline or request a waiver from the Association and District.

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

~~t. Open positions which have not been filled by the second (2nd) Friday will be filled by displaced employees. The order of placement shall be seniority. Selection will be by mutual agreement of the employee, the and the Assistant Superintendent of Human Resources Department or Such placements shall be considered as continuing assignments; prov however, any employee so placed shall be eligible for transfer consiste Sections 68.A Terms, and 68.B Procedure, of the negotiated agreeme~~

~~J. Remaining open positions will be filled from the employment pools. Th (1st) to be considered shall be qualified replacement contracted emplo qualified employees. Such open positions will be filled by the second (Friday in September. All qualified persons in the employment pools wi placed prior to placing new employees to the District. The order of pla from within the pools will be by seniority if more than one employee is- qualified for the open position. Any open position will be advertised in accordance with the assignment and transfer sections of the negotiate agreement.~~

~~t. Certificated applicants new to the District and not under contract may- contracts, provided that individuals so hired will not be placed in speci assignments until all displaced employees, and recommended/qualifie replacement employees have achieved specific contract assignments~~

L. Applicants for "alternative certificates" should not be made by the Dist the entire "open position" process has been thoroughly exhausted and mutual agreement with TEA determines that no person with regular ca is available. (Alternative certificates include instructional specialist, lir internship.)

1 **Section 72. Procedure for Filling Positions**

2
3 The District will fill open positions occurring at the following times as described below:

4
5 A. March through June

6
7 The District shall confirm projected elementary and secondary enrollment and
8 staffing projections by mid February annually. For postings which go out
9 between ~~March 30~~ 1 and ~~May 31~~ June 30 the following special conditions apply:

- 10
11 1. Projected staffing numbers for the following school year will be given to the
12 buildings by mid-March. Staff will participate in the staffing process by
13 assisting in the preparation of position postings, participating in interviews
14 and making recommendations. The principal will have the responsibility to
15 make the final recommendation to Human Resources.
- 16
17 2. Written notice of displacement shall be provided to impacted staff prior to
18 April 1. For staff members subject to displacement after April 1, employees
19 shall receive written notice as soon as reasonably possible.
- 20
21 3. The District and TEA will review all ~~April/May~~ March through June position
22 announcements before they are distributed to sites. Postings shall include
23 the reason for the vacancy.
- 24
25 ~~4. Principals and staff involved in the selection process will complete the~~
26 ~~process within ten (10) work days of the initial posting date or request a~~
27 ~~waiver from the Association and the District.~~
- 28
29 4. For these postings only, the principals, assisted by appropriate staff, will
30 select the most senior applicant OR interview and recommend from the
31 following qualified applicants:
- 32
33 a. The three (3) most senior applicants defined by the collective bargaining
34 agreement and,
- 35
36 b. The temporary incumbent, if applicable (a person presently in the
37 position that was filled after the school year began) and;
- 38
39 c. A Displaced Employee* and,
- 40
41 d. One (1) applicant from the following groups, to be identified by Human
42 Resources:
- 43
44 1) An unassigned new hire, or in a unique situation, an individual from
45 the employment pool with written agreement from the Association, or
46
47 2) A recommended replacement contract employee.

1 * For purposes of this section, staff members may choose to voluntarily be
2 displaced in the event of a significant change of program in a magnet school or
3 alternative program or assignment, or in other extraordinary circumstances with
4 the approval of the District and the Association.
5

6 B. July, August, September (2nd Friday)
7

- 8 1. Open positions which have not been filled by the second (2nd) Friday in July
9 will be filled by displaced employees pursuant to Section 74. Remaining
10 open positions will be filled from the employment pools.
- 11 2. The order of placement from within the pools will be by seniority if more than
12 one employee is deemed qualified for the open position.
- 13 3. The first (1st) to be considered from the pool shall be qualified replacement
14 contract employees who have demonstrated satisfactory performance and
15 are recommended by their principal, then unassigned new hires, then
16 qualified outside applicants.
- 17 4. All qualified persons in the employment pools will be placed prior to placing
18 new employees to the District.
- 19 5. Remaining open positions will be advertised and available to:
 - 20 a. The three most senior qualified applicants.
 - 21 b. Applicants meeting the posted qualification criteria.

22
23 C. September
24

25 Positions which are confirmed between the first (1st) day of school and the third
26 (3rd) Friday of the year will be posted before October 1, for a five (5) day period.
27 Such postings will be available to:
28

- 29 1. The three (3) most senior qualified applicants, or
- 30
- 31 2. ~~A recommended leave replacement employee or~~ Applicants meeting the
32 posted qualification criteria.
33

34 In September, when the successful applicant is an employee and by virtue of
35 accepting the position creates another vacancy, the employee will not move to
36 their new position until their vacancy has been filled.
37

38 Any vacancies resulting from a September posting and selection shall also be
39 posted and filled per the preceding conditions. Any further vacancies will be
40 filled by hiring individuals from the general applicant pool and will be posted
41 during the next March through June staffing process. Thus, the number of
42 disrupted situations will be limited to one (1) in any case. The District shall
43 provide to the Association a listing of each staff member hired by seniority for
44 March through June postings annually.
45
46
47

1 D. October through February

2
3 Any vacancies occurring after the third (3rd) Friday in September will be filled by
4 hiring individuals from the general applicant pool and will be posted during the
5 next March/June posting period.

6
7 **Section 73. Supplemental Conditions:**

- 8
9 A. Reassignments and/or involuntary transfers will not be made arbitrarily or
10 capriciously but will be based on staffing needs.
11
12 B. High school positions which change three (3) or more subjects or periods from
13 one (1) department/program to another department/program will be posted or
14 advertised as open positions in accordance with Section 71, General Procedures
15 for Open Positions.
16
17 C. The District may fill up to five (5) open positions per year based upon
18 extracurricular assignments. Such positions shall be posted pursuant to Section
19 71, General Procedures for Open Positions ~~68.C.D. Supplemental Conditions;~~
20 ~~Items A. or B.~~ by listing the extracurricular assignment as the open position; such
21 positions shall include full-time teaching assignments at the same school.

22
23 No employee shall be involuntarily transferred from a school because another
24 employee was transferred into the school based on an extracurricular
25 assignment.

26
27 ~~Authorized summer school positions which continue for the subsequent year~~
28 ~~shall be assigned to the incumbent employee with the following exceptions: In~~
29 ~~the event that the number of available positions is reduced, placement shall be~~
30 ~~by District seniority from currently qualified assigned summer school staff. Any~~
31 ~~open positions shall be filled consistent with Section 68.C.D. Supplemental~~
32 ~~Conditions, Item L of the Agreement. Positions resulting from building-based and~~
33 ~~designed summer school and continuation programs, grants written by individual~~
34 ~~faculties or employees, or programs requiring compliance with state or federal~~
35 ~~guidelines may be limited to employees currently assigned to an individual~~
36 ~~school or work site, vacancies will be filled from within program/site by most~~
37 ~~senior qualified employee.~~

- 38
39 D. If, in the judgment of the Superintendent, an employee has not satisfactorily
40 resolved the identified deficiencies pursuant to Section 69. Probation
41 Procedures, the Superintendent may either involuntarily transfer such employee
42 or place the employee on probation.
43
44 E. An involuntary transfer may be made in case of categorical funding
45 requirements, unforeseen school closure in whole or in part, change in
46 enrollment (course, grade level or school), reorganization at Central
47 Administrative Building, building/program needs, major program changes,

1 displacements following layoffs in accordance with Section 70, Terms, or in an
2 emergency situation. The District shall meet with the Association prior to an
3 involuntary transfer.

4
5 The District will involuntarily transfer the least senior employee within the staffing
6 category; provided, however, an employee will not be involuntarily transferred if
7 another employee volunteers to transfer.

8
9 ~~An employee who has been displaced shall have the right to return to his/her~~
10 ~~former position if reinstated for a period of thirty (30) months from the last day of~~
11 ~~the school year during which he/she was displaced. The employee may also at~~
12 ~~his/her option be assigned to an open position for which the employee is~~
13 ~~qualified at the same school or work site for a period of thirty (30) months~~
14 ~~following the displacement. In the event that the employee opts for an open~~
15 ~~position for which he/she is qualified, the employee retains the right to his/her~~
16 ~~former position if reinstated during the thirty (30) month period.~~

17
18 ~~In the event that the employee opts not to return to his/her former position, the~~
19 ~~employee will only be considered for subsequent openings consistent with the~~
20 ~~applicable assignment and transfer provisions of the collective bargaining~~
21 ~~Agreement.~~

22
23 F. The provisions of this Article shall not be applicable to positions arising after
24 application of Article ~~XII~~ XIII, Layoff and Recall, of this Agreement.

25
26 ~~F. All current employees assigned full time to a building at the elementary and~~
27 ~~middle school level will be given notice of their position, including room~~
28 ~~assignments, for the forthcoming year not later than June 1 annually. At the high~~
29 ~~school level, employees shall be notified of their teaching and room assignments~~
30 ~~no later than the last day of school. If a change is made, the employee affected~~
31 ~~by the change will be notified of the reason. Itinerant employees will be notified~~
32 ~~of their assignment for the forthcoming year no later than July 1 annually.~~
33 ~~Written notice will be given by the appropriate administrator upon request by the~~
34 ~~employee.~~

35
36 G. The Human Resources Department, in consultation with the appropriate
37 administrator and the employee, will establish the beginning date for the position.
38 Secondary changes will normally be made at the semester. Elementary changes
39 will normally be made at the beginning of the school year unless an earlier
40 starting date is mutually agreed to by the employee and the receiving principal.

41
42 ~~H. Once an employee accepts an open position, said employee may not apply for~~
43 ~~another open position effective that same school year. Positions obtained under~~
44 ~~Section 68.B. Procedure, Item H. and I. are not restricted by this paragraph.~~

45
46 H. The building principal has the responsibility to recommend department
47 heads/instructional team leaders to the Assistant Superintendent, Human

Resources Department. In arriving at a recommendation, the principal shall consider the input of the department/team members.

- I. An employee who transfers to a school that subsequently experiences an enrollment decline for the current school year which results in a staff reduction shall be displaced and afforded the rights of first (1st) option on future open positions for which he/she is qualified.

J. **High School**

Every effort shall be made to avoid requiring a high school teacher to teach more than two (2) subject areas or more than three (3) preparations.

L. **Middle School**

~~For the subject(s)/area(s) in which fifty (50) percent or more of the middle school teacher's time will be devoted, the employee must have an official major or official minor on the official transcript in that subject area, or must have had experience as a regularly contracted employee in that subject area, or must have had student teaching in that subject area, or must have at least twenty-four (24) quarter hours in that subject area.~~

- M: An employee may consent to teach more than fifty (50) percent outside his/her major/minor subject area.

- N: ~~Summer school, adult education and traffic safety education shall be filled after careful consideration of the following in this order and priority: certification, qualification for the position, affirmative action, and seniority. Traffic safety, not in conflict with this policy, is also covered by Regulation 6155. Possible extra pay for extra work assignments for summer school and adult education shall be advertised in the *Staff Bulletin* by teaching areas.~~

- K. Persons assigned to positions other than through Article XII, Assignment and Transfer, Sections 70, 71, 72, 73, and Article XIII, Layoff and Recall, Section 75 of the collective bargaining agreement may not be considered for such positions, when and if posted, unless they are the most senior persons making application.

L. Summer School

Summer school positions may be authorized by any one of the following:

1. District authorized summer school, including the high school program. Title I/LAP Program, and Special Education Program.
2. Building-based promotion policy summer school.

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shall

Building-designed summer school and continuation programs and grants
en by individual faculties or employees.

Interested in applying for summer school openings created by No. 1.
above become candidates by completing the "Request for Summer
ent" form and submitting it by the published deadline.

District authorized summer school: To fill openings created by No. 1, above, the
three most senior qualified candidates will be considered by program
administrator(s). Qualification criteria are set forth below.

High school program criteria: The qualified candidate has instructional
experience in the curricular area and instructional experience at the high school
level. Should no candidate meet this criteria, individuals may be considered who
are certified in the subject area without high school instructional experience or
have related instructional experience at the high school level.

Title I, LAP, ESL criteria: The qualified candidate has been assigned during the
school year to the Title I, LAP, or ESL program(s). Should no candidate meet
this criteria, individuals may be considered who have certification in the
appropriate subject area or have related instructional experience in the
appropriate grade level(s).

Special education (ESA) criteria: The qualified candidate holds appropriate
certification and has instructional experience appropriate to the specific opening.

Promotion Policy summer school: Openings created in No. 2. above are filled at
the building level. The principal selects the teacher(s) with appropriate
endorsements and experience in scoring promotion policy activities. All
applicants for these openings must have, or are participating in at the time of
application, completed training in the following areas: 6 Trait Model Writing
Assessment, Promotion Policy: scoring student writing, reading
comprehension/student conferences, guided reading, math problem solving, and
using running records.

Building-designed summers school: Openings created in No. 3. above are filled
at the building level by principal selection.

An individual accepting a summer school assignment is committing to the full
assignment. No planned absences, except for the NEA convention, will be
approved during the summer school assignment. When considering candidates
in subsequent years, attendance may be a consideration in the hiring decision.

Section 74. Displaced Employees

An employee who has been displaced shall have the right to return to his/her
former position if reinstated for a period of thirty (30) months from the last day of

1 the school year during which he/she was displaced. The employee may also at
2 his/her option be assigned to an open position for which the employee is
3 qualified at the same school or work site for a period of thirty (30) months
4 following the displacement. In the event that the employee opts for an open
5 position for which he/she is qualified, the employee retains the right to his/her
6 former position if reinstated during the thirty (30) month period.

7
8 In the event that the employee opts not to return to his/her former position, the
9 employee will only be considered for subsequent openings consistent with the
10 applicable Assignment and Transfer provisions, Article XII, of the collective
11 bargaining Agreement.

12
13 The Association and the District shall annually conduct a meeting for all
14 displaced employees to: review their rights, review the process for being placed,
15 and answer questions.
16

17
18 **ARTICLE XIII**
19 **LAYOFF AND RECALL**
20

21 ~~This section shall be subject to revision based upon the recommendations of the Layoff~~
22 ~~and Recall Task Force which are to be made to the District and the Association on or~~
23 ~~before January 31, 1999. In the event of a staff reduction, the Superintendent's staff~~
24 ~~shall develop a list of employees to be retained by the District to fill the positions and to~~
25 ~~provide the services that will be offered by the District for the ensuing school year. The~~
26 ~~following criteria will be applied in the order in which they are listed to the staff in~~
27 ~~developing the list of employees to be retained.~~
28

29 **Section 75. Selection of Staffing Categories**
30

- 31 A. The District will send each employee a Staffing Categories selection form by the
32 first (1st) Monday in November.
33
34 B. Each employee must complete the form and return it to the Human Resources
35 Department by the second (2nd) Friday in December; provided, however, an
36 employee may determine not to return the form if said employee does not want
37 to make any change in his/her prior selection form.
38

39 An employee shall identify each of the staffing categories within which he/she
40 wants to establish layoff and recall rights.
41

42 The staffing category choices are final after the second (2nd) Friday in December.
43

- 44 C. The District and Association will meet to agree upon the categories to be used in
45 the event of a Reduction in Force (RIF) by January 31 of each year of the
46 collective bargaining agreement.
47

1 **Section 76. Staffing Categories**

2
3 A. Teaching Staff - Elementary Level (K-5):

4
5 1. Certification:

6
7 An employee shall possess an appropriate valid Washington State teaching
8 certificate other than a temporary or emergency certificate, that authorizes,
9 the holder thereof to teach at the elementary level, as per Appendix XIV.

10
11 ~~2. Qualification:~~

12
13 ~~For a teaching position an employee must have had experience as a~~
14 ~~regularly contracted teacher at the elementary level, or student teaching at~~
15 ~~the elementary level, or an official major on the official transcript in~~
16 ~~elementary education.~~

17
18 ~~In addition, for a position in music, an employee must have at least twenty-~~
19 ~~four (24) quarter hours of study or a minor on the official college transcript or~~
20 ~~a minimum of twelve (12) quarter hours of credit on the official transcript with~~
21 ~~at least fifty (50) percent of one (1) full student school year or equivalent of~~
22 ~~experience in teaching music at the elementary level.~~

23
24 ~~In addition, preference for a position of reading specialist in the elementary~~
25 ~~school will be given to an employee who has a valid State of Washington~~
26 ~~Professional Education Certificate for Educational Staff Associate (ESA)~~
27 ~~Reading Resources, or who is in the process of obtaining the certification.~~

28
29 In addition, preference for a position of librarian or media specialist will be
30 given to an employee who has successfully completed a program in
31 library/media science or who is in the process of taking/completing such a
32 program.

33
34 B. Teaching Staff - Middle and High School Levels (6-8; 9-12):

35
36 Certification:

37
38 An employee shall possess an appropriate valid Washington State teaching
39 certificate, other than a temporary or emergency certificate, that authorizes
40 the holder thereof to teach at the secondary level in identified subject areas,
41 as per Appendix XIV.

42
43 Qualification:

44
45 ~~For the subject area in which fifty (50) percent or more of the employee's time~~
46 ~~will be devoted, said employee must have an official major or official minor on~~
47 ~~the official transcript in that subject area, or must have had experience as a~~

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1 regularly contracted employee in that subject area, or must have had student
2 teaching in that subject area, or must have at least twenty-four (24) quarter
3 hours in that subject area.
4

5 C. Supportive Staff (Preschool-12):
6

7 1. Definition:
8

9 The supportive staff shall include psychologists, counselors, nurses,
10 communication disorder specialists, speech language pathologists, physical
11 therapists, occupational therapists, librarians and other areas of special
12 certification whose positions are not supported in whole or in part by excess
13 cost apportionment funds.
14

15 2. Certification:
16

17 An employee shall possess the special credential or certificate required for
18 the particular position, as per Appendix XIV.
19

20 D. Special Education Staff (Preschool-12):
21

22 Definition:
23

24 The special education staff shall include teachers of special education and
25 other areas of special certification whose positions are supported in whole or
26 in part by excess cost apportionment funds. An employee must satisfy the
27 qualification criteria for the position required by WAC 392-171-685 or as
28 revised, as per Appendix XIV.
29

30 **Section 71. College Preparation**
31

32 ~~Among those who meet the certification and qualification criteria set out for an~~
33 ~~elementary, secondary, supportive, or special education position, only those persons~~
34 ~~with 210 quarter hours of college credit recorded in the Human Resources Department~~
35 ~~as of April 1 of the current school year will be considered for the position. Ties shall be~~
36 ~~broken by application of the tie breakers set out below.~~
37

38 **Section 77. Tie Breakers**
39

40 A. Seniority Tie Breaker:
41

42 1. When more than one (1) employee qualifies, the employee with the most
43 seniority shall receive the position. Seniority shall be the total years of
44 service as determined by:
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- a. The number of years of service granted upon last entry into the District provided, that a maximum of four years of out-of-state teaching experience may be counted for those hired before 1999.
- b. For the purposes of RIF for counselors and social workers only, for employees hired prior to September 1, 1997, prior related service credit for agency experience will be granted. Two (2) years of agency experience equals one (1) year of experience up to a maximum of (6) years on the salary schedule. Employees hired after September 1, 1998 must have their agency experience meet the LEAP guidelines developed by the State of Washington.
- c. 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.

B. Preparation Tie Breaker:

If two (2) or more employees are tied after applying the seniority tie breaker, the employee with the greatest number of credits recorded in the Human Resources Department as of October 1 of the current school term shall receive the position.

C. Final Tie Breaker:

If two (2) or more employees are still identical after applying the tie breaker and B., then layoff shall be by lot.

Section 78. 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 school years (ending August 31) following his/her 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.
- C. 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 the group insurance benefit programs by payment, in advance, of the premium for such insurance. Arrangements shall be made through the finance office.
- D. 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.

- District, 1 E. Individuals in the District's layoff pool shall receive priority consideration for
2 assignment to temporary contracted positions. The acceptance of a temporary
3 contracted position shall not remove the individual from the District layoff pool.
4

for 5 **Section 79. Recall**
e credit 6

- 7 A. As positions become available, the District shall reinstate qualified individuals
8 from the layoff pool, using the same criteria specified above.
9

of six 10 An individual in the layoff pool who has less than 210 quarter hours of credit will
per 12, 11 be eligible for recall to positions within their designated category only where
es as 12 there is no individual in that category in the layoff pool who has 210 or more
13 quarter hours of credit.
14

of 15 The District may hire new employees only where there is no individual in the
salary 16 layoff pool who meets the certification and qualification criteria specified herein
17 for the available position.
18

- then 19 B. Individuals who obtain additional certification, qualifications or college
20 preparation while in the layoff pool shall be entitled to update their records with
ve 21 the Human Resources Department. An individual in the layoff pool may change
22 his/her designation of categories during the first (1st) week in December of each
23 year. In filling a vacancy, the most recent category designation and certification,
24 qualification and college preparation information on file in the Human Resources
25 Department shall be determinative.
26

- A. 27 C. An individual in the layoff pool shall have twenty-four (24) hours to respond
28 following actual notice by telephone, telegraph, in person, or in writing of an offer
29 of recall. If the individual fails to respond, his/her name shall be passed over for
30 the position. If the individual fails to respond a second (2nd) time to an offer of
31 recall, his/her name shall be placed at the bottom of the seniority list for the
32 layoff pool in the categories designated.
33

- 34 D. An individual in the layoff pool shall have the right to reject one (1) offer of recall.
35 If an individual in the layoff pool rejects a second (2nd) offer of recall, his/her
36 name shall be placed at the bottom of the seniority lists for the layoff pool in the
37 categories designated.
38

- 39 E. Where a position offered for recall has been rejected by all of the qualified
40 individuals in the layoff pool, the District shall assign the position to the qualified
41 individual holding the lowest position on the appropriate seniority list. Failure to
42 accept such assignment shall constitute forfeiture of all recall rights.
43

- 44 F. The District will notify the Association, in writing, of all employment offers made
45 to individuals in the layoff pool and the final outcome of such offers.
46

47 **Section 80. Displacements Following Layoff**

- 48 A. The District will attempt to maintain each employee who is retained in his/her
49 current school or field or level or position; provided, however, that all employees

1 retained are subject to reassignment within their specified categories. The
2 District will transfer an employee to a different staffing category only if said
3 employee has selected another staffing category and would be laid off in his or
4 her current staffing category.
5

6 B. All authorized positions not held by an incumbent, after application of the criteria,
7 shall be deemed vacant and shall be posted for a period of ten (10) days for
8 filling from the retained employees. An applicant shall rate each position sought
9 as a first, second, third, etc., choice.
10

11 At the expiration of the posting period, all applicants among the retained
12 employees shall be considered for the positions for which they applied within the
13 staffing categories previously chosen. The positions shall be filled based on the
14 criteria listed in Section 76, Staffing Categories, of this Agreement; provided,
15 however, that no transfer shall be made under this section which will cause a
16 vacancy to exist which cannot be filled by a member of the retained staff within
17 his/her designated staffing category under Section 79., Recall, of this Agreement.
18

19
20 **Section 76. ~~Affirmative Action~~**

21
22 ~~In implementing this Article of the Agreement, adjustment shall be made as needed to~~
23 ~~assure that the current percentage of minority employees will be maintained.~~
24

25
26 **ARTICLE XIV**
27 **GRIEVANCE PROCEDURE**
28

29 **Section 81. Definition**

30
31 A grievance is a claim based upon an alleged violation of this Agreement, written District
32 policies, regulations and rules adopted by the Board or unfair and inequitable treatment
33 of an employee by an administrator.
34

35
36 **Section 82. Procedure**

37
38 Grievances shall be processed as rapidly as possible; the number of days indicated at
39 each step shall be considered as maximum, and every effort shall be made to expedite
40 the process. Time limits under unusual circumstances may be extended by mutual
41 consent.
42

43 At each step of the procedure for adjusting grievances, the employee may be
44 accompanied by a designated representative of the Association. Any person(s) who
45 might contribute to resolution of the grievance may be requested by the employee
46 and/or the official representative.
47

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

1 **Level I**

2
3 An employee with a grievance shall discuss the grievance first (1st) with his/her
4 immediate administrator. Every effort shall be made to solve the grievance at this level
5 in an informal manner.

6
7 In the event that the grievance is not resolved informally, it shall be reduced to writing
8 and presented to the immediate administrator as the second (2nd) step of Level I.
9 Within five (5) business days after the written grievance is presented, the administrator
10 shall render a decision thereon, in writing, and present it to the grieving.

11
12 **Level II**

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

24
25 The decision from Level II shall be in writing and delivered to the aggrieved employee.

26
27 If the aggrieved employee is not satisfied with the disposition of the grievance at Level II,
28 or if no decision has been rendered within five (5) business days after the meeting with
29 the Superintendent, or designated representative(s), the employee may file a Level III
30 grievance.

31
32 When a grievance hearing is held at Level II and the grievance involves an immediate
33 supervisor, the supervisor shall be present if requested by the grieving.

34
35 **Level III**

36
37 A. If the aggrieved is not satisfied with the disposition of the grievance at Level II, the
38 grieving may, within five (5) business days after the decision is rendered, request
39 in writing to the Association with a copy to the Superintendent, that the grievance
40 be submitted to arbitration.

41
42 **Employee/Association Option**

43
44 At the employee's option, a grievance may be submitted in writing to the Board
45 prior to a request for arbitration if the aggrieved employee is not satisfied with the
46 disposition of the grievance at Level II, or if no decision has been rendered within
47 five (5) business days after the meeting with the Superintendent, or designated
48 representative(s).
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The President of the 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 grieving in writing within five (5) days.

B. The Association may, within ten (10) business days after the receipt of the request, submit the grievance to arbitration by so notifying the Superintendent; provided, however, that only those grievances based upon an alleged violation of this Agreement shall be subject to arbitration. If a particular grievance is based upon an alleged violation of this Agreement and unfair and inequitable treatment, then only that portion based upon the alleged violation of this Agreement shall be subject to arbitration.

C. 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.

D. 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.

E. The arbitrator will have 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.

F. The arbitrator's findings shall be submitted in writing as soon as possible to the Board and to the Association and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.

G. Any costs for the services of the arbitrator shall be shared equally by the District and the Association.

H. 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 83. Supplemental Conditions

~~A. At each step of the procedure for adjusting grievances, the employee may be accompanied by a designated representative of the Association. Any person(s)~~

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~~who might contribute to resolution of the grievance may be requested by the employee and/or the official representative.~~

- ~~B. When a grievance hearing is held at Level II and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the grieving.~~
- A. Exclusive representation for a grieving shall be through the Association except for an employee who may elect self representation.
- B. There shall be no reprisal by the Association, the District or its employees by reason of the involvement of any person in the grievance procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.
- D. A grievance may be lodged by the Association.
- E. Certain grievances which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the immediate administrative supervisor shall be initiated at Level II of the grievance procedure. A copy of the grievance shall be provided the immediate supervisor.
- ~~H. If a formal grievance is not filed within fifty (50) business days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.~~
- F. For certificated employee grievances, the arbitrator shall have no power or authority to rule on any of the following:
 - 1. The termination of services of or failure to re-employ any provisional employee.
 - 2. The termination of services or failure to re-employ any employee to a position on supplemental salary schedules.
 - 3. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect or reduction in force.
- G. The Board agrees to furnish the Association upon request of a designated representative such information which may be necessary to process any grievance or complaint.

Section 76. ~~Affirmative Action~~

~~In implementing this Article of the Agreement, adjustment shall be made as needed to assure that the current percentage of minority employees will be maintained.~~

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AGREEMENT

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

TACOMA SCHOOL DISTRICT NO. 10

Debra Unicek

President, Board of Directors

Date

TACOMA EDUCATION ASSOCIATION

Leon P. Horne

9/1/02

President

Date

Robert N. Gray

9/1/02

Uniserv Representative

Date

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**MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10 (DISTRICT)
AND
THE TACOMA EDUCATION ASSOCIATION (TEA)
REGARDING PROFESSIONAL RESPONSIBILITY STIPEND**

The District and Association affirm the following beliefs and expectations:

- a. providing a quality education to all students in the Tacoma School District is dependent upon hiring and retaining the highest quality certificated staff,
- b. providing a quality education to all students requires, from the regularly employed full and part-time certificated staff, a commitment to the education profession beyond the base contract and supplemental work days,
- c. the additional commitment required from Tacoma's regularly employed full and part-time certificated staff cannot be measured accurately in hours or days.

For the reasons stated above, the District will provide a Professional Responsibility Stipend as determined by the employee's placement on the negotiated Professional Responsibility Stipend Schedule, as an incentive to provide the additional services required of all certificated staff members in the Tacoma School District outside of the base contract and supplemental work days. Payment for this Professional Responsibility Stipend shall be made in twelve (12) equal monthly installments. A part-time employee will receive a pro-rata share of this stipend based on the employee's full-time equivalency (FTE).

The Professional Responsibility Stipend recognizes that employees provide a professionally responsible level of services in, but not limited to, the following areas which are beyond the basic contract and consistent with Project Quality Standards:

- a. attendance at the day before the first student day of the year and at the conference/semester day,
- b. preparation of the classroom or work space before, after, and during the school year for quality instruction or support of instruction,
- c. conferencing with parents and/or students,
- d. 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,
- e. participation in self-reflection, goal setting and related professional growth activities such as workshops, classes, conferences, seminars or research projects,

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**MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10 (DISTRICT)
AND
THE TACOMA EDUCATION ASSOCIATION (TEA)
REGARDING EXTRA PAY FOR EXTRA WORK**

The District and TEA agree some assignments for extra pay for extra work have become outdated, responsibilities for other extra pay for extra work assignments could be better communicated and some tasks currently unrecognized should be recognized as extra pay for extra work assignments. To this end, the District and the Association agree to the following:

Appoint a Task Force to:

1. Be comprised of twelve (12) members: the Association shall appoint six (6) members and the District shall appoint six (6) members.
2. Review the existing extra pay for extra work assignments. As part of this review, determine whether the assignment needs to continue and set forth basic responsibilities for each assignment determined worthy of continuance.
3. Review common building extra work for extra pay assignments which do not appear currently in the Agreement. As part of this review, determine whether the assignment should be designated as an assignment for all schools and/or all schools within a level and set forth basic responsibilities for each of these new assignments. The extra pay for extra work assignment amount shall be recommended for these new assignments also.

The Task Force shall report its findings and recommendations to the joint bargaining teams in January 2003. This timeline is recognized as being of great importance, as it will take time and planning to implement the changes for the 2003-04 school year.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10 (DISTRICT)
AND
THE TACOMA EDUCATION ASSOCIATION (TEA)
REGARDING SITE-CENTERED DECISION MAKING**

The District and TEA agree that SCDM has the potential to be a powerful support system, at sites, for school improvement. The parties also agree that the expectations and the purpose for SCDM need to be clarified across the District. Therefore, a Joint Task Force shall be convened.

The Task Force shall:

1. Consist of twelve (12) members: the Association shall appoint six (6) members and the District shall appoint six (6) members.
2. Review current SCDM research and SCDM best practices in the Tacoma School District.
3. Revisit SCDM purpose and make appropriate recommendations. This should include a review of SCDM bylaws and the SCDM matrix.
4. Recommend a training program which may include a three-stage training cycle: An orientation session to SCDM for "new-to-Tacoma" staff, a SCDM development/program review that is building-based, and an on-going refresher session available to schools/sites as needed.
5. Find the time and monies to provide the above training to all Tacoma School District staff.
6. Report recommendations to the joint bargaining teams on or before February 1, 2003.
7. Meet with the joint bargaining teams to work on the implementation of recommendations.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10 (DISTRICT)
AND
THE TACOMA EDUCATION ASSOCIATION (TEA)
REGARDING ELEMENTARY PLANNING TIME**

The District and TEA agree that elementary staff needs daily planning time to properly prepare for their teaching day, collegial and team planning, as well as room preparation. Further, the Parties recognize that the amount of student contact time varies between elementary and secondary. The parties agree to form a task force to find ways to achieve the goal of providing planning time every day at the elementary level and ways to expand the amount of time allocated to the planning time block available.

The Task Force shall be comprised of twelve (12) members: six (6) appointed by the Association and six (6) appointed by the District. The Task Force may invite resource people to assist the Task Force as needed.

The Task Force shall:

1. Explore ways to modify the daily schedule to provide daily/longer- planning time.
2. Study what, if any, building facility limits hamper achieving our goal and how to overcome the limits.
3. Explore different ways to allocate and schedule specialists, as well as examine the types of specialists at elementary.
4. Research the practices and circumstances at buildings that have been able to provide daily/longer planning time blocks.
5. Research the use of the thirty minutes before and after school and how it is/could be used while recognizing the requirements of being available to parents and students.
6. Develop proposals by February 2003 to reach the goal of daily/longer blocks of planning time for elementary.
7. The proposals shall be presented to the joint bargaining teams for implementation in the 2003-2004 school year.

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MEMORANDUM OF UNDERSTANDING BETWEEN TACOMA SCHOOL DISTRICT NO. 10 (DISTRICT) AND THE TACOMA EDUCATION ASSOCIATION (TEA) REGARDING SCHOOL SAFETY

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 Tacoma Public Schools, the District and the Association agree that the following initiatives will be implemented over the duration of the collective bargaining agreement.

- A needs assessment of school safety involving students, staff, and parents will be undertaken. The needs assessment shall include building security and operational procedures, staff access to phones for emergency communications, Districtwide policies on school safety, and emergency procedures.
- Best practices and promising approaches in violence prevention training shall be made available to staff. In addition, a PEP class for classified staff on personal safety shall be offered beginning with the 1998-99 school year.
- The District and Association shall publish a poster which identifies contractual, policy and legal rights and responsibilities related to student discipline and school safety.
- The Association will have an opportunity to have input in the annual revisions of the Student Rights, Responsibilities and Regulations (3Rs) handbook which serves as a basis for student discipline in the Tacoma schools.
- Procedures will be developed which assure that staff are informed of criminal records of students consistent with the following guidelines:

Whenever a minor enrolled in school is convicted in adult criminal court, adjudicated, or entered into a 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. Kidnaping, unlawful imprisonment, custodial interference
8. Harassment
9. Arson, reckless burning, malicious mischief

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

1 Any information received by a school principal or school personnel is confidential and may not
2 be further disseminated except as provided in RCW 28A.225.330. Other statutes or case law,
3 and the family and educational and privacy rights acts of 1994.

- 4 • The District shall continue to explore the development of off campus alternative programs
5 and placements for students who pose a danger to themselves and others or who
6 substantially disrupt the learning environment in Tacoma schools.
- 7 • The District shall continue its work with Safe Streets to create Safe School Zones
8 throughout the District.
- 9 • The District shall continue to enhance the effectiveness of Security personnel. Minimum
10 qualification shall be increased, additional required training shall be provided, and
11 emergency response capability for elementary schools shall be developed and
12 implemented.
- 13 • The District shall continue to provide paid leaves of absence for employees who suffer on
14 the job injury resulting from a physical assault or attack by a student, parent or patron.

15 For the purposes of implementing this Memorandum of Understanding, the Superintendent,
16 designee and the President of the Tacoma Education Association shall appoint a committee for
17 school safety for the duration of the agreement.

18 The committee shall review student discipline data on a regular basis, sponsor meetings that
19 highlight contractual rights of employees and the rights and responsibilities of students, provide
20 opportunities for staff input on matters of school safety and discipline, and make
21 recommendations for improvement. Membership in the committee shall include:

- 22 • Risk Manager
- 23 • Tacoma Police Office
- 24 • Principal*
- 25 • Assistant Superintendent*
- 26 • Teacher*
- 27 • TEA Representative
- 28 • Classified Representative
- 29 • Parent
- 30 • School Board Member

31 *Appropriate level, depending on the issue or situation.