

AGREEMENT

Between the

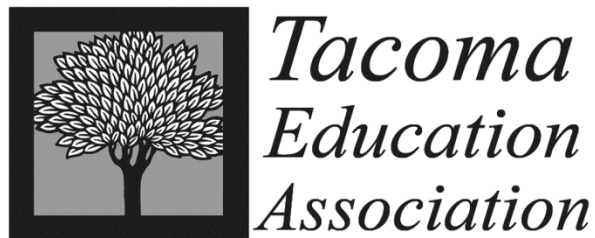


Board of Directors

and the

Membership

of the



Unified Collective Bargaining Agreements

September 1, 2014 - August 31, 2019

TACOMA SCHOOL DISTRICT #10

BOARD OF DIRECTORS

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PREAMBLE

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

The parties hereto agree as follows:

ARTICLE I - CONTRACT IMPLEMENTATION

Section 1 - Definitions

Association - the Tacoma Education Association (TEA).

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

District - Tacoma School District No. 10 or authorized representatives.

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

Seniority - an employee's total certificated public school district experience in Washington State.

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

Section 2 – Recognition

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

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

Section 3 – Agreement Duration and Reopeners

Duration: The Agreement and each of its provisions is binding and effective from September 1, 2014 to August 31, 2019.

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

Reopeners:

- A. Either party may reopen any provision of the Agreement exclusive of Section 21 (A), Salary Guides, with written notice by March 1st annually provided that the Labor-Management Committee process as specified in Section 15, Labor-Management Meetings, has determined that contract amendments are in the best interests of the District and the Association.
- B. In addition, the parties may open applicable sections of the Agreement to implement task force and committee recommendations as provided for in the Agreement.
- C. Either party may reopen the Agreement sixty (60) days prior to August 31 of the current contract year for the purpose of negotiating changes to the salary schedule.

Section 4 – Status of the Contract

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

Section 5 – Conformity to Law

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

Section 6 – Rights of the Board

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

Section 7 – Distribution of the Contract

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

Section 8 – Bargaining a New Contract

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

ARTICLE II – BARGAINING UNIT PRIVILEGES

Section 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 a sum equal to the salary, PRS, Optional Days, all benefits, and other compensation of the President.

TEA Vice-President: The Board agrees to provide a leave of absence with pay to the Vice-President of the TEA during his/her term of office. TEA will reimburse the District a sum equal to the salary, PRS, Optional Days, all benefits, and other compensation of the Vice-President.

Such leave and reimbursement shall be for full-time or part-time release as determined by TEA. TEA shall provide the District notice of a change in leave of absence for executive officers by June 1 for the subsequent school year.

Upon return from leave, a President or Vice-President will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level which would have been achieved had no absence occurred. Further, upon return from such leave, the President will be given the same consideration for returning to the position of last assignment as if 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 Transfer.

Association Officers and Representatives:

1. Up to a total of ninety (90) days of released time per school year with the substitute paid by the District shall be provided to the Association for released time for the Association's officers and representatives. Requests for such leave shall be made to the Superintendent or Superintendent's designee in advance of the leave. In addition, an employee should notify his/her principal/supervisor at the time of the request. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates Chapter 41.59 RCW. The Association may petition for up to an additional thirty (30) days of Association leave related to the District's Strategic Plan.
2. Once the ninety (90) days as provided above have been used, the District shall, upon request, grant up to ninety (90) days of additional leave provided that the cost of the substitute shall be reimbursed to the District by the Association. Requests for such leave shall be made to the Superintendent or Superintendent's designee in advance of the leave. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates Chapter 41.59 RCW. No more than thirty (30) employees shall be released at one time.
3. If the District has concerns about the effect of Association leaves on the education process the District and Association will meet and confer regarding such concerns.

- 1
2 4. All requests for such leave must be submitted two (2) weeks prior to the need and/or
3 event. Extenuating circumstances will be discussed between the Association and the
4 Assistant Superintendent of Human Resources or designee.
5

6 **Section 10 – Dues Deductions**

7

8 **Authorization:** Upon written authorization, whether for unified membership dues in the
9 Association or equivalent fee, the Board agrees that said sums will be deducted from payrolls
10 and forwarded promptly to the Association. All enrollments and cancellations shall be handled
11 by the appropriate officers of the Association.
12

13 **Cancellation:** Cancellation of dues must be received in the finance office directly from the
14 officers of the Association. The District shall provide for automatic reinstatement of deduction
15 for Association dues for employees returning from leave, unless canceled, through written notice
16 by the Association.
17

18 **Substitutes:** The Association must notify the Superintendent in writing no later than
19 September 1 annually of the amount of the payroll deduction for substitutes. The District will
20 deduct the amount specified by the Association for dues if authorized in writing by a regular
21 substitute.
22

23 **Section 11 – Representation Fee**

24

25 No employee will be required to join the Association; however, those employees who are not
26 Association members but are members of the bargaining unit will have deducted from their
27 salaries a representation fee. The District is authorized to deduct the required amount from each
28 monthly paycheck. The amount of the representation fee will be determined by the Association
29 and communicated to the finance office in writing. The representation fee shall be an amount
30 less than the regular dues for the Association membership in that nonmembers shall be neither
31 required nor allowed to make a political (WEA-PAC) deduction. The representation fee shall be
32 regarded as fair compensation and reimbursement to the Association for fulfilling its legal
33 obligation to represent all members of the bargaining unit. (Reference RCW 41.59.090).
34

35 In the event that the representation fee is regarded by an employee as a violation of their right to
36 nonassociation, such bona fide objections will be resolved according to the provisions of RCW
37 41.59.100, and Chapter 391-95 WAC.
38

39 The Association agrees to defend, indemnify, and hold the District harmless (suits by the District
40 excepted) against any and all claims, suits, orders, or judgments brought or issued against the
41 District as a result of any action taken or not taken by the District pursuant to proper
42 implementation of this section contingent upon the District's agreement that the Association shall
43 be authorized to defend such suit through an attorney of the Association's own choosing.
44

Section 12 – Building Use

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

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

Section 13 – Communications

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

Section 14 – Delivery Service

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

Section 15 – Labor-Management Meetings

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

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

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

1 In order to assure communication, agendas and minutes for meetings shall be taken and
2 distributed by the parties.
3

4 **Section 16 – Collaboration and Innovation**

5

6 As the first state designated Innovation Zone, Tacoma Public Schools and the Tacoma Education
7 Association believe strongly in partnership and innovation as strategies that enhance school
8 performance and student learning. The parties will work together to make improvements to
9 teaching and learning as an essential part of meeting the benchmarks of its strategic plan. In
10 support of these improvements and in the spirit of the partnership element of our District
11 Strategic Plan, specific contractual provisions provide forums for professional conversations
12 which support selection of, decision making around, and implementation of innovations. These
13 include:
14

- 15 • The SCDM section of the contract which delineates a process by which waivers to an
16 existing District policy, regulation, or a portion of the Collective Bargaining Agreement
17 may be sought by specific building in the District.
18
- 19
- 20 • The Grants section of the contract, which provides a framework for buildings to seek
21 staff input when in the pursuit of grants which would provide additional resources to
22 support innovative programs for teaching and learning.
23
- 24
- 25 • The staff development and staff evaluation processes, which are critical collaborative
26 cornerstones for improving teaching and learning by the entire instructional staff of the
27 District.
28

29 The District shall strive to provide students with equitable access to innovative approaches, and
30 shall prioritize access, to the extent possible, for students with the greatest needs. Teachers shall
31 be provided with frequent and easily accessible information so they understand what innovative
32 options exist within the District, the results the innovations are achieving, the types of learners
33 who benefit from the innovations, and how schools can participate.
34 The parties are committed to partnership and to introducing innovations designed to improve the
35 educational experience of all students.
36

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

38

39 SCDM is a joint planning and problem-solving process that responds to diverse educational
40 needs. SCDM is a shifting of decision-making from a centralized process to a shared process
41 involving certified staff, classified staff, administrators and parents. Students may be included as
42 determined at each school site.

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

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

District-Level Facilitation

The Superintendent, President of the Tacoma Education Association, and a Superintendent-designated member of the School Board serve as “anchors” for the Site-Centered Decision-Making process. They shall be responsible for facilitating the process when it runs into difficulties and obstacles, and will model and encourage participatory decision-making at all levels of the organization.

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

1. Review the needs for SCDM training on a yearly basis.
2. Collaboratively develop content of SCDM training.
3. Attain resources and other support for those involved in the form of training sessions and facilitated meetings.
4. Establish general steps for preparation and training at school sites.

Decision-Making Principles/Parameters

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

1. 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. Once consensus has been reached as defined by SCDM by-laws, the decision becomes an expected norm for the learning community.
2. If a Site-Centered Decision-Making proposal is contrary to any terms of the collective bargaining agreement, state or federal guidelines or District guidelines, regulations or policies, a waiver from the appropriate body must be obtained.
3. The Site-Centered Decision-Making team will be responsible for overseeing, implementing, and evaluating the school improvement process and plan, building mission statement, common agreements, and initiatives.

4. The SCDM team should develop by-laws that include the following categories: Article I. Mission/Purpose, Article II. Membership, Article III. Decision-making Process, Article IV. Meetings, Article V. Communication Process, and Article VI. Evaluation Process. The by-laws will be kept on file at the building, with a copy provided to the Association.

5. The SCDM team will maintain appropriate records: bylaws, minutes, rosters, agenda, etc.

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. Content and format will be reviewed annually by the Labor-Management Committee. All 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 clarity 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 to refine and improve the process.

Limitations

The Administration, the School Board and Tacoma Education Association shall not be required nor expected to set aside legal responsibilities or certain traditional dimensions of organizational roles. Such legal responsibilities and organizational roles include the following:

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

Waivers

The District anchors will accept requests for waivers from an existing Policy, regulation, or a portion of the collective bargaining agreement. These requests will then be referred to the appropriate mechanism for action (i.e., take to TEA if issue deals with the Agreement, take to Board of Directors if issue deals with Board Policy, etc.). The timelines for submitting

1 completed waiver requests shall be determined by the support team and shall be communicated
2 to staff annually.

- 3
- 4 1. Any potential impact on students and parents and their involvement in the development
5 of the waiver proposal shall be clearly documented prior to the submission of the request.
6
- 7 2. It is clearly understood that these approved waivers are not to be considered as a
8 precedent nor shall they be District-wide.
9
- 10 3. The approved waivers are subject to time limits established by the appropriate body.
11
- 12 4. Sites shall be expected to report to the District anchors regarding the implications,
13 successes and failures based on such exceptions/waivers.
14
- 15 5. Any budget implications or potential impacts on other schools and/or programs shall be
16 determined prior to consideration of waiver requests.
17

18 **Participation**

19
20 Each school shall be expected to participate in the Site-Centered Decision-Making process. The
21 decision-making process in each school will be clearly defined, highly participative, team
22 oriented, and parent and student focused. Individuals within schools may choose not to
23 participate. No adverse employment action will be taken against any staff member because of
24 his/her non-participation in the Site-Centered Decision-Making process (waiver request,
25 Appendix II).
26

27 **Section 18 – Building Budgets**

28
29 The building principal will make the monthly financial summary reports available to the Site-
30 Centered Decision-Making Team and each employee.

31 These reports include:

- 32 1. Annual allocation and changes.
33
- 34 2. Source of funds (vocational, special education, etc.)
35
- 36 3. Budget and expenditures to date by category and/or department.
37

38 In the development of the annual budget, employees shall submit written requests to the building
39 principal identifying instructional material needs. At the secondary level, departmental requests
40 shall be signed by the department head.
41
42

Section 19 – Employee Representation

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

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

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

Examples of such committees shall include but not be limited to the following: school leadership committees, building teams, grade level committees, professional development committees, School Improvement Plan (SIP) committees, Site-Centered Decision-Making (SCDM), curriculum committees, and planning committees. Representation might be according to sites, programs, grade levels, or departments.

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

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

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

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

1 B. Role of the SCDM:
2

- 3 1. Decisions to pursue or accept building-based grants should be made consistent
4 with the SCDM processes at the school site. Additionally, any requirements of
5 the grant process itself, including staff votes of support must be followed. When
6 the SCDM bylaws are not specific regarding participation in the decision-making
7 process, at least those employees specifically impacted by the grant under
8 consideration must be included in the decision. Records of this process should be
9 kept.
10
11 2. Each SCDM should develop a clear process of communication about grant issues
12 that solicits views from staff and channels information back to staff while the
13 grant is under consideration. This process should account for, as completely as is
14 possible, short time frames for grant applications and application opportunities
15 that arise when staff is not generally available. See the communication
16 recommendations below.
17
18 3. A written proposed budget should be developed and shared with staff through
19 building communication processes prior to the application being submitted. The
20 budget should address issues like compensation for coordination activities,
21 training participation requirements and mileage. It should also address how
22 materials and other supplies will be acquired.
23

24 C. Building Administration/Building Oversight:
25

- 26 1. It is the legitimate role of the building administrator to monitor and initiate
27 (consistent with SCDM processes at the school site) the entire grant process. If the
28 initiation occurs while the building staff is unavailable for the summer break, the
29 initiation must be done in collaboration with the TEA President or UniServ
30 representative.
31
32 2. When a building has more than one grant or when a grant provides facilitators or
33 others from outside the District, the various committees and leadership roles
34 already present in the building and those related to the grant(s) should be clearly
35 delineated.
36

37 D. Communication: All involved in this process, building administrators and SCDM
38 members, must make communication a key component in each and every step of this
39 process. The communication must have as its goal the complete sharing of information
40 in a timely manner with all involved in the process and anyone who will be impacted by
41 the decisions. This must include those inside the building and those outside the building
42 who also will be impacted by the decision.
43

- 44 1. Notification Process: Buildings should be sure that the Superintendent's Office
45 and Tacoma Education Association have advance notice of the intent to apply for
46 a grant.

2. If a building plans to expand the application of a grant beyond its specific focus, to teachers outside the focused grade band for instance, the impact of the grant on those additional staff should be included in the information provided to staff.
 3. Training: The potential training impact of the grant should be described for staff, to the extent it is known in advance, including the number of trainings, anticipated dates (at least general time frames) and the length of trainings, pay rates for trainings, and whether or not the training is optional or required beyond the contract. Required training beyond the contract shall be compensated at the extra-pay-for-extra-work rate.
 4. Duration: The staff must be informed of the duration of the grant and a description of the renewal process, if any. Additionally, staff should be aware of the consequences for the school if not meeting the terms of the grant.
 5. Impacts: Finally, the staff and administration at the building site should discuss and consider the anticipated impacts of adhering to the grant requirements. For example, staff should discuss the following questions:
 - a. How do we anticipate acceptance of this grant will change the workload in our building?
 - b. Will the grant necessitate any realignment of existing leadership roles and responsibilities?
 - c. Will acceptance of the grant require applying for waivers from the existing contractual language in the TEA/TPS contract?
- E. Employee Rights:
1. Site members not wishing to participate in a grant may voluntarily displace after the decision to accept the grant is made and prior to grant implementation.
 2. Any open position announcements for buildings with grants will include pertinent grant information, and the estimated obligation of teachers accepted at the building.

ARTICLE III – SALARIES AND BENEFITS

Section 21 – Salary Guides

- A. Base Salary: The base salary of the salary schedule, while maintaining the current index, shall be \$40,105 (inclusive of Professional Responsibility Stipend) for the 2014-2015 school year, 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.

2014-2015 School Year

- State pass-through percentage amount for cost of living increases for educational employees.
- 1.6% applied to the salary schedule (reflected in 2014-15 salary schedule and base rate of pay)
- One self-directed technology optional day for certificated employees

2015-2016 School Year

- State pass-through percentage amount for cost of living increases for educational employees.
- 2.4% applied to the salary schedule
- \$750 certificated 25-year longevity stipend, payable at the end of the 25th year
- One self-directed technology optional day for certificated employees

2016-17 School Year

- State pass-through percentage amount for cost of living increases for educational employees.
- 2.4% applied to the salary schedule
- \$750 certificated 25-year longevity stipend, payable at the end of the 25th year
- One self-directed technology optional day for certificated employees

2017-18 School Year

- State pass-through percentage amount for cost of living increases for educational employees.
- 0.5% applied to the salary schedule
- \$750 certificated 25-year longevity stipend, payable at the end of the 25th year

1 2018-19 School Year

- 2
- 3 • State pass-through percentage amount for cost of living increases for educational
- 4 employees.
- 5 • 2.5% applied to the salary schedule
- 6 • \$750 certificated 25-year longevity stipend, payable at the end of the 25th year
- 7

8 B. Professional Responsibility Stipend: The District will provide a Professional

9 Responsibility Stipend as determined by the employee's placement on the negotiated

10 Professional Responsibility Stipend Schedule, as an incentive to provide the additional

11 services required of all certificated staff members in the Tacoma School District outside

12 of the base contract and supplemental work days. Payment for this Professional

13 Responsibility Stipend shall be made in twenty-four (24) equal installments. A part-time

14 employee will receive a pro-rata share of this stipend based on the employee's full-time

15 equivalency (FTE).

16

17 C. The Professional Responsibility Stipend recognizes that employees provide a

18 professionally responsible level of services in, but not limited to, the following areas

19 which are beyond the basic contract:

20

- 21 1. Attendance at the day before the first student day of the year and at the
- 22 conference/semester day.
- 23 2. Preparation of the classroom or work space before, after, and during the school
- 24 year for quality instruction or support of instruction.
- 25 3. Conferencing with parents and/or students.
- 26 4. Preparation for and attendance at reasonable building activities such as open
- 27 houses, curriculum nights, parent education nights, school and community
- 28 functions, student orientation and concerts.
- 29 5. Participation in self-reflection, goal setting and related professional growth
- 30 activities such as workshops, classes, conferences, seminars or research projects.
- 31 6. Participation in a reasonable and equitable number of grade level, department,
- 32 building, job-alike and/or District committees, task forces, processes and
- 33 activities.
- 34 7. Planning of instruction and curriculum, the evaluation of student work, the
- 35 preparation of student assessments, the preparation of summative progress and
- 36 grade reports for timely distribution, participation in a reasonable and equitable
- 37 number of IEP and Section 504 meetings, and communicating with parents and
- 38 students.
- 39 8. Employees shall document the completion of these activities in the District-
- 40 designated system. Leave provisions do not apply to PRS days.
- 41

42 D. Incentive Supplemental Contracts: The following incentive supplemental contracts are

43 provided outside of the base contract and in compliance with applicable state laws:

44

- 45 1. New Professional signing bonus:

- 1 a. Newly hired certificated staff will receive a supplemental contract in the amount
2 of \$1,000 in the first year of employment with the District.
3
- 4 b. In the second year of employment these same individuals will receive a
5 supplemental contract in an amount between \$700 and \$1,000.
6
- 7 c. The stipend received in the second year will be calculated so that, to the extent
8 possible:
9
- 10 i. It will not be less than that received in the first year; and
11
- 12 ii. It does not exceed the salary which will be received in the third year of
13 employment with the District as set forth on the salary schedule after the
14 pass through percentage is known and applied to the base and the
15 professional stipend schedule adjusted according to Section 21 (A).
16
- 17 d. The stipend received in the first year shall be paid on the second pay day in
18 September.
19
- 20 e. The second year stipend shall be paid on the second January pay day.
21
- 22 2. Hard-to-fill position signing bonus: The District may designate certificated positions
23 as "hard-to-fill" on the position postings. As part of its review of postings, the
24 Association may request more information or object to the designation of the position
25 as hard-to-fill. If the position posting is accepted by the Association, the position can
26 then be advertised as having a signing bonus of \$1,000 for each of the first two (2)
27 years employed by the District which will be paid on the second January pay day.
28
- 29 3. ESA Hard-to-fill position signing bonus: The District and Association will jointly
30 agree to designate for each school year those ESA categories that are hard to fill.
31 These positions will be advertised as having a signing bonus of \$1,000, which will be
32 paid on the second January pay day.
33
- 34 4. ESA National Certification Stipend: When an ESA has achieved national certification
35 in his/her profession, the ESA will receive a stipend equal to the state stipend for
36 National Board for Professional Teaching Standards certification. National
37 Certification for ESA stipend will continue as long as the state continues to fund the
38 National Board Certification Teacher stipend.
39
- 40 E. Prorating of per diem pay for salary computation shall be based on a work day assumed
41 to be seven and one-half (7.5) hours. The appropriate basis for calculating per diem pay is
42 provided for in the provisions of the Agreement specifically authorizing per diem pay,
43 and is described generally in Section 24 (C) of the Agreement.
44
- 45 F. Employees who are authorized and agree to teach beyond their contractual work day shall
46 be paid at their individual hourly per diem rate based on the employee's placement on the

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

G. When employees are required to work beyond their contract year performing substantially the same duties as in the regular school year, they will be compensated at their per diem rate based on their placement on the combined salary schedule (base + personal responsibility stipend).

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

I. An employee with an Extra Pay for Extra Work assignment will be paid in accordance with Section 24, Extra Pay for Extra Work.

J. Certificated part-time time staff assigned to provide Title I services in eligible private schools shall be paid at the authorized hourly pay rate for employees working more than seventy-five (75) days in a school year.

K. Contingent reopener: In the event the Legislature authorizes and funds additional State monies to the District, or reduces State monies to the District for salary increases or decreases (as the case may be) for certificated, non-supervisory employees, the District and Association will reopen this section for negotiations for the purpose of distributing such additional monies or allocating such reductions.

L. For purposes of Reduction in Force (RIF), counselors hired prior to September 1, 1997 will be granted prior related service credit for agency experience. Two (2) years of agency experience equals one (1) year of experience to a maximum of six (6) years on the salary schedule. Employees hired after September 1, 1997 must have their agency experience meet the LEAP guidelines as developed by the state of Washington.

M. One (1) additional year of seniority shall be granted for each year of service thereafter that meets the criteria for advancement on the salary schedule.

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

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

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

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

C. Employees hired on or before September 1, 1999 shall be placed on the Tacoma School District No. 10 salary schedule as provided in this Subsection.

1. The term “certificated years of experience” for salary placement only means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country.
2. Employees who have been teaching in a Washington public school will be given one (1) increment for each year of contracted, full time teaching experience.
3. For salary schedule placement purposes, teaching experience outside the state of Washington will be granted at the rate of one (1) increment for each year of experience at an accredited/approved school. (preschool, elementary, secondary)
4. For purposes of attaining the twenty year increment the District may count only four (4) years of out-of-state teaching experience credit.
5. Teaching experience at non-public schools which have been recognized by OSPI at a rate of one (1) increment for each year of experience will be granted if the service was in a position requiring education certification and the non-public school was accredited by the state in which the service was rendered. (preschool, elementary, secondary)
6. For certificated years of experience credit and increment purposes, the equivalent of ninety (90) student days as per the approved calendar on temporary contract or on regular contract shall constitute a year of service and entitles the certificated employees to the normal increments. After nineteen (19) years of service an employee is eligible for a twenty (20) year service increment equal to five percent (5%) of the previous step as defined in 4 above.

- 1 7. All clock hours and in-service or professional credits that are accepted by OSPI
2 (Form S275) will be accepted by the District for employees under contract on or
3 before August 31, 1990 and shall be grandfathered. All credits earned prior to
4 September 1, 1989, and currently applied to the salary schedule shall be maintained.
5
- 6 8. Additional specific provisions are as follows:
7
- 8 a. Guidance staff hired before September 1, 1997 will be granted agency experience
9 at the rate of one (1) year experience credit for each two (2) years of agency
10 experience up to a maximum of six (6) years on the salary schedule. Guidance
11 staff hired after September 1, 1997 will be granted experience in accordance with
12 the LEAP schedule requirements developed by the State of Washington. For
13 experience to be recognized it must be educational experience in public or private
14 preschools, elementary or secondary schools which require certification.
15
- 16 b. Physical Therapists and Occupational Therapists will be given four (4) or more
17 years' experience credit for previous certificated employment in positions which
18 required certification.
19
- 20 c. One (1) year experience will be granted for every two (2) of military experience,
21 to a maximum of two (2) years.
22
- 23 d. Effective September 1, 1998 for new hires, military experience, up to a total of
24 four (4) years, (for a maximum of two (2) years credit) will be given on the salary
25 guide on the basis of one-half year for each year of military service. Credit for
26 military service will be granted only if an employee's actual teaching service was
27 interrupted by military service.
28
- 29 e. Nurses, Psychologists, and Speech Language Pathologists hired between
30 November 25, 1980 and August 31, 1990 were granted agency experience at the
31 rate of one (1) year experience credit for each two (2) years of agency experience
32 up to a maximum of six (6) years.
33
- 34 f. Nurses, Psychologists, and Speech Language Pathologists hired between
35 September 1, 1990 and August 31, 1997, according to Regulation 4141.1 in effect
36 at that time, were granted experience as follows:
37
- 38 i. For nonpublic school work experience approved by the Human Resources
39 Department, credit will be given at a rate of one (1) increment for each year of
40 approved experience up to a maximum of ten (10) years of credit on the salary
41 schedule. No credit will be given for self-employment.
42
- 43 ii. The only work experience considered is the work experience after degrees,
44 certification, etc., which are required by the District, have been completed;
45 provided, however, that the degrees, certification, etc., were also required for
46 the position by the other employer.

1 D. Placing Vocational Educators

- 2
- 3 1. Degreed employees: Each certificated instructional employee, including vocational
- 4 educators, with a related degree shall be placed on the salary schedule based on the
- 5 employee's years of educational experience, highest degree level and total eligible
- 6 credits. (The Office of the Superintendent of Public Instruction recognizes some
- 7 community and technical college experience.) The Director of Vocational Education
- 8 will determine whether the vocational certificate was acquired as the result of the
- 9 college degree rather than business and/or industry experience or whether the degree
- 10 is "incidental to or not related to" the vocational certificate. (WAC 392-121-250).
- 11
- 12 2. Non-degreed employees: Each employee holding a valid vocational certificate
- 13 obtained as a result of occupational experience shall be placed on the salary schedule
- 14 as follows:
- 15
- 16 a. Initial placement shall be on the BA column.
- 17
- 18 b. Additional credits shall be calculated thus:
- 19
- 20 i. Only credits earned after all of the minimum requirements for initial
- 21 vocational certification will be applicable. These credits must be approved as
- 22 vocational educator training by OSPI Vocational-Technical Education office.
- 23 (These requirements are generally more restrictive than those for regular
- 24 certified employees.)
- 25
- 26 ii. Only occupational experience earned after the date upon which the employee
- 27 met the minimum experience requirements for initial vocational certification
- 28 can be converted into non-degree credits. This date is indicated by the date the
- 29 initial certification is issued.
- 30
- 31 a) Non-degree credits are determined as one (1) credit for each one hundred
- 32 (100) clock hours of occupational experience up to a maximum of twenty
- 33 (20) credits per calendar year. (Management experience is also
- 34 occupational experience.)
- 35
- 36 b) Non-degree vocational educators are not eligible for reporting of
- 37 academic, in-service or "excess" credits.
- 38
- 39 iii. Eligible years of certificated years of experience:
- 40
- 41 a) Credit may be granted for prior professional educational employment
- 42 (including teaching at some community and technical colleges).
- 43
- 44 b) Credit may be granted for up to a maximum of six (6) years of verified
- 45 management experience calculated thus:

- 1) Work as a supervisor, foreman or manager in the occupational area in which the person will instruct. Occupational experience is defined by WAC 181-77-003(7) "as paid or unpaid work experience in the career field to be taught."
- 2) The "start point" for conversion of management experience into certificated years of experience is the date upon which the individual met the minimum occupational experience requirements for vocational certification. Only management experience acquired after that date may be converted into certificated years of experience.
- 3) One (1) year equals two thousand (2,000) hours of occupational experience in the specific vocational field to be taught.
- 4) The years of experience resulting from the process are not credited to seniority. Only educational experience is credited to seniority.

Section 23 – Insurance Benefits

A. Sound Partnership Trust

All insurance programs shall be offered to the employees through the Sound Partnership (hereinafter "TRUST"), unless otherwise expressly provided for the term of this Agreement.

B. Benefits

In keeping with the powers and responsibilities as described in the TRUST document, the trustees shall determine the benefits to be provided and the contributions required of eligible full-time and eligible part-time plan participants. The TRUST shall offer group: long-term disability, term life, vision, dental and health insurances.

C. District contribution

The District shall provide an insurance benefit contribution to the TRUST of the State allocation amount per month designated for current employees, per eligible FTE. In addition, the District shall provide an additional amount per eligible FTE equal to the state retiree subsidy.

D. Eligibility

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

1 E. In the event of a qualified change in family or employment status, an employee will be
2 allowed thirty (30) days in which to enroll in the health insurance plan.

3
4 F. Benefit Effective Dates

5
6 The Insurance benefit contributions and provisions contained in this section shall remain
7 in full force and effect for the term of this agreement and may be reopened for
8 negotiations only in the following events unless otherwise provided for in this agreement:

- 9
10 1. Legislation is passed which requires fringe benefit coverage from another source.
11
12 2. Any provision of this section does not comply with the law.
13
14 3. Legislation removes or eases compensation limitations. Or,
15
16 4. The TRUST is dissolved or considers dissolving.
17

18 **Section 24 – Extra Pay for Extra Work**
19

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

22
23 The principal in collaboration with the Site-Centered Decision-Making team shall
24 recommend specific additional stipends for their building. Given the parameters of each
25 building's Extra Work allocation, the SCDM team shall also determine the pay for each
26 additional Extra Work assignment. Upon recommendations by the Site-Centered
27 Decision-Making team, the signature of the TEA building representative, and approval of
28 the building administrator, discretionary building funds will be disbursed for eligible
29 activities. Any extra pay activity that occurs within the workday will result in an
30 extension of the employee's workday as agreed to by the employee and their supervisor.
31 Discretionary building funds will be dispersed for eligible activities in addition to those
32 activities funded by the District. The rate of compensation for work for "other
33 assignments" and assignments in specialized programs will be established by the TEA
34 president/designee and the Superintendent/designee.

35
36 B. The appropriate Extra Pay for Extra Work will be determined by the principal in
37 collaboration with members of the SCDM. The rates will be used for all additional work
38 assignments outside the professional work day, except those specifically designated in
39 this Agreement as compensated at the per diem rate of pay, which is the daily or hourly
40 rate of pay of the specific employee based on his or her placement on the salary schedule.
41 There are two per diem rates of pay, one based on the employee's placement on the base
42 salary schedule, and one based on the employee's placement on the combined base +
43 personal responsibility stipend salary schedule. Generally if the extra work assignment is
44 a continuation of the employee's full, regular work beyond the school day or year, the
45 appropriate rate of per diem pay is pay based on the employee's placement on the

combined salary schedule (base + personal responsible stipend). If the work is a specific extra work assignment, the appropriate rate of per diem pay is pay based on the employee's placement on the base salary schedule.

C. There shall be three (3) hourly rates of pay, based upon the Extra Pay for Extra Work salary base. The Extra Pay for Extra Work salary base shall be based on the Extra Pay Rate (EPR). The EPR is equivalent to the combined salary (base + PRS at BA + 0, year 0).

1. When employees are authorized pay as in-service presenters or trainers on instructional topics, the rate of pay shall be 0.12% of the EPR.
2. Summer school, extended learning activities, and other assignments authorized for pay at an hourly rate shall be paid .10% of the EPR. Employees will be selected for summer school based upon Section 31, Summer School. Employees for building extended learning activities will be selected by their school protocol.
3. When employees are authorized hourly pay as a workshop participant, the rate of pay shall be .08% of the EPR.

Section 25 – Travel Allowance

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

Section 26 – Compensation for Required Hearings

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

Section 27 – Payments and Deductions of Salaries

A. Method of Payment of Salaries

1. Except for those employees contracted for a number of days which is less than the number normally required for the position, an employee shall be paid in twenty-four (24) installments consistent with the negotiated salary schedules to be distributed on the fifth (5th) and twentieth (20th) day each month.
2. All bargaining unit employees will have their pay deposited by automatic payroll deposit to an institution(s) of their choice.

1 3. In the event an employee serves less than the full contract year, the amount due shall
2 be computed by crediting the employee with a pro rata of the annual salary for each
3 day contracted (including days absent on authorized leave with pay) and by
4 subtracting from any amounts previously paid.

5
6 4. If an employee should die, the estate of that person will not be held liable for any
7 overpayment on contract.
8

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

10
11 1. Deduction of salary for employee absences not covered by leave with pay is
12 computed at per diem, based on the employee's placement on the combined salary
13 schedule (base + personal responsible stipend), based on the annual salary for each
14 day's absence. This is determined by dividing the combined contracted salary by the
15 number of days agreed to in the employee's personnel contract.
16

17 2. Employees under contract who are unable to report for duty during the first (1st) pay
18 period in September because of personal illness shall be placed on the payroll and be
19 paid, pursuant to Section 27 (A 1), as provided above, until all sick leave is
20 exhausted.
21

22 3. An employee who does not release his or her substitute in accordance with the
23 approved procedure for releasing a substitute will have half (½) the substitute daily
24 wage deducted from his or her salary if both the employee and the substitute report
25 for work for the same position and the substitute is not reassigned. In the event there
26 is a malfunction of District equipment, the employee shall not be held liable for the
27 substitute penalty.
28
29

30 **Section 28 – Payroll Deductions**

31
32 A. Payroll deduction will be provided for salary insurance payments under the American
33 Fidelity Insurance Company as sponsored by the Association.
34

35 B. A certificated employee returning to the District whose payroll deduction was interrupted
36 will be allowed thirty (30) days after the first (1st) day of work to reenroll.
37

38 C. Payroll deductions shall be provided for authorized 457 tax deferred savings plans and
39 authorized 529 college savings plans.
40

41 D. In the event of any overpayments, the finance office shall inform the Association or
42 company concerned who will be responsible to refund the overpayment to the concerned
43 party.
44

45 E. Underpayments shall be promptly paid by the finance office.
46

1 F. Payroll deduction shall be provided for authorized tax sheltered annuity plans.

2
3 G. The District shall provide for reinstatement of payroll deductions of previous health and
4 dental insurance premium(s) for an employee returning from leave unless canceled or
5 changed through written notice by the employee. To insure the deductions from the next
6 payroll warrant for an employee returning to work on any of the first (1st) ten (10)
7 calendar days of any month, it is necessary for the employee to go to the finance office to
8 complete the proper forms on or before the tenth of the month.
9

10 **Section 29 – Tax Sheltered Annuities**

11
12 The District shall place in each school a list of companies for which tax sheltered annuity payroll
13 deductions are authorized.
14

15 **Section 30 – Compliance Provision**

16
17 If the District would be in violation of State law or would incur any penalty or decrease in State
18 support as a result of the compensation and benefits provided herein, the excess compensation
19 and/or benefits provided shall be reduced to the maximum amount legally allowable without the
20 District incurring any penalty or reduction in support. The reduction in compensation shall be
21 made on a pro rata basis among all certificated employees who received an increase in
22 compensation under collective bargaining agreements or other contracts entered into on or after
23 the effective date of RCW 28A.400.200. The reduction in insurance benefits shall be made by
24 reducing the maximum benefit being received by any employee to the point where the District is
25 in compliance with the FTE average specified by law. Any overpayment may be collected from
26 the employee or offset against future payments as determined by the District. If a final and
27 binding decision is made declaring the compensation and benefit limitation provisions of RCW
28 28A.400.200, or the appropriation act unlawful, provisions of this contract affected by the ruling
29 shall be reopened and the District and the Association shall renegotiate the provisions in
30 accordance with the law. Negotiations will begin within ten (10) days following the decision. A
31 final and binding decision is a final decision of the Supreme Court of the State of Washington, or
32 a final decision of the Superior Court, State of Washington, in an action in which the District is a
33 party and which is not appealed within the time permitted by law.
34

35 **Section 31 – Summer School**

36
37 1. Summer school positions may be authorized by any one of the following:

38
39 1. District supported summer school, including the high school program. Title I/LAP
40 Program, ELL, and Special Education Program (extended school year [ESY]).
41

42 2. Building-designed summer school.
43

2. Employees interested in applying for summer school openings become candidates by completing the “Request for Summer Assignment” form and submitting it by the published deadline.
 1. To fill openings created by A, above, qualified candidates will be considered by program administrator(s).
 2. The summer school program qualified candidates will be defined by the following:
 - a. Meeting highly qualified standards where applicable or having a valid endorsement for curricular area and level being offered;
 - b. Having instructional experience in the curricular area
3. To fill the position, the three (3) most senior qualified candidates and a qualified internal candidate of the District’s choice will be considered.
 3. Should no candidate meet the qualification criteria, the District may look at qualified (as defined in B(2 a)) external candidates or internal individuals may be considered who are endorsed in the subject area with related instructional experience. If the most senior qualified candidates are not hired for the position they will be notified of the specific reasons in writing.

Qualifications being equal, seniority will be the deciding factor.
3. An individual accepting a summer school assignment is committing to the full assignment. No planned absences, except for the specific days of the NEA convention plus reasonable travel days, when the employee has identified a substitute who has the approval of the program supervisor and is available for the entire absence, will be approved during the summer school assignment. When considering candidates in subsequent years, attendance may be a consideration in the hiring decision.

ARTICLE IV – LEAVES

Section 32 – General Provisions

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

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

1
2 Preliminary notification and completed medical documentation will be submitted prior to March
3 1. Final notification of return shall be made as soon as possible, but no later than August 1.
4

5 The District and the Association agree to comply with the provisions of the Federal Family and
6 Medical Leave Act of 1993 and state laws governing leave for school district employees except
7 that any provisions of the agreement that provide benefits and protections beyond those of the
8 Act shall continue in full force and effect.
9

10 An employee returning from an absence will complete a Certification of Reason for Absence
11 form and/or their timesheet (TIP - Time Input Processing) immediately upon resumption of
12 duties. If reason(s) for absence, as certified on this form, are found to be inaccurate the
13 employee will be subject to appropriate consequences; willful falsification of payroll records will
14 result in appropriate discipline up to and including termination.
15

16 In addition, an employee who demonstrates a sudden change in attendance or a pattern of
17 absence may be required to submit an initial medical report and follow-up reports.
18 Requests for exceptions to leave provisions may be granted by the Assistant Superintendent
19 Human Resources, or designee.
20

21 **Section 33 – Leaves with Pay**

22

23 **A. Sick Leave** (includes illness, injury and emergency)

24

25 Employees contracted for a full contract year shall be credited with twelve (12) days sick
26 leave at the beginning of each year of employment with the District.
27

- 28 1. Employees who are contracted for less than a full year or less than a 1.0 FTE shall
29 receive a proration of the twelve (12) days.
30
- 31 2. The unused portion of sick leave allowance shall accumulate from year to year in
32 accordance with current State law. Pursuant to state laws, Employees may
33 accumulate up to one hundred and ninety-four (194) days of sick leave (182 plus the
34 annual allocation of 12 days). Sick leave days in excess of one hundred and ninety-
35 four (194) days will not be credited to an employee's annual sick leave account.
36 Employees affected by this maximum may participate in sick leave sharing, cash out
37 excess days pursuant with Subsection B of this section, or participate in the annual
38 sick leave cash out under the Voluntary Employee Beneficiary Association (VEBA)
39 III plan.
40
- 41 3. Sick leave shall apply to illness (including disabilities caused or contributed to by
42 pregnancy, miscarriage, abortion, childbirth and recovery therefrom), injury, illness
43 or injuries to family members covered by the state Family Care Act, RCW 49.12.265-
44 295, and up to three (3) days for emergencies.
45

46 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.
4. Any employee claiming benefits of more than five (5) consecutive work days for reasons of illness or injury shall submit a medical report the sixth (6th) consecutive work day and every thirty (30) days thereafter while the illness persists. Forms shall be provided by the District for this purpose. In the case of documented serious or life-threatening illness, follow-up medical reports may be waived. A physician's release must be submitted to Human Resources Department upon return to work if absence is for medical reasons and leave is more than five (5) days.
 5. Employees who resign from the District and are rehired shall retain the number of days of accumulated sick leave held at the time of resignation from the District provided that the sick days have not been used while employed by another employer or paid pursuant to the attendance incentive program.

B. Parental/Adoption Leave

1. An employee may choose to use paid sick leave and personal leave for the birth of a child for the disability period of the employee's pregnancy as established by the employee's physician. The disability period may include time before and after the birth and the child's recovery period. Under normal circumstances the disability period is six (6) to eight (8) weeks. Leave for time beyond the physician designated disability period will be granted without pay as set forth in Section 34 (C). The benefits of the federal and state Family and Medical Leave Act also apply to childbirth.
2. An employee who is legally adopting a preschool child six (6) years or younger may have the privileges of parental leave. The leave shall commence as soon as the child has been placed in the care of the adopting parent(s). An employee may choose to use paid sick leave and personal leave before or after the actual adoption for up to six (6) weeks if the adoption occurs within the United States or up to eight (8) weeks if the adoption occurs outside the United States, up to the amount of his/her accrued paid leave.

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

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

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

D. Bereavement Leave

1. Employees shall be granted up to five (5) days of paid bereavement leave as the result of the death of any family member (defined below).

Family member means an individual with any of the following relationships to the employee:

- a. Spouse and parents thereof;
- b. Sons and daughters and spouses thereof;
- c. Parents and spouses thereof;
- d. Brothers and sisters and spouses thereof;
- e. Grandparents and grandchildren and spouses thereof;
- f. Domestic partner and parents thereof, including domestic partners of any individual in (b) through (e) of this definition as defined by Sound Partnership Trust, or other governmental agency.
- g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship as approved by the Assistant Superintendent of Human Resources.

2. Bereavement leave is non-accumulative.
3. Requests for exceptions to bereavement leave provisions may be granted in extraordinary circumstances, including travel consideration, by the Assistant Superintendent, Human Resources Department/designee.

E. Family Illness Leave

Employees shall be granted a leave of absence with pay of not more than three (3) days during a contract year. Family illness leave applies when the health condition of a family member (defined below) is of a serious enough nature to require treatment, care or supervision by the employee.

Family member means an individual with any of the following relationships to the employee:

1. Spouse and parents thereof;
2. Sons and daughters and spouses thereof;
3. Parents and spouses thereof;
4. Brothers and sisters and spouses thereof;
5. Grandparents and grandchildren and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition as defined by Sound Partnership Trust, or other governmental agency; and
7. Any individual related by blood or residing within the employee's household.

If the need is such that additional leave is required, the employee may use their personal sick leave (as of January 2003) or personal 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.

F. Personal Leave

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

1. The employee must report their absence to the District leave system.
2. Leave may not be used to extend a holiday, vacation, or break period or during the first (1st) or last five (5) days of the student school year.
3. Leave may not be used for political purposes or en masse meetings/activities.

- 1 4. When the absence is reported after 6:00AM on the same day the leave is to be used,
2 the employee will make a good faith effort to contact the building directly.
3

4 **G. Military/Reserve Duty and Annual Training Leave**

- 5
6 1. Any employee who is a member of the Washington National Guard or of any
7 organized reserve or armed forces unit of the United States shall be entitled to and
8 shall be granted military leave of absence in accordance with RCW 38.40.060.
9
10 2. Military leave shall be granted in order that the person may take part in active training
11 duty when required to do so by the military service if such duty cannot be taken
12 during non-contract days.
13
14 3. When military leave is granted the employee shall receive his or her regular pay from
15 the District.
16

17 **H. Jury Duty, Subpoena Leave**

- 18
19 1. Leaves of absence with pay are allowed for jury duty. Any compensation received for
20 jury duty performed on contract days will be deducted from the employee's net
21 salary. An employee dismissed from jury duty must report to his/her assignment if
22 such release occurs at such time the employee could complete one-half (½) work day.
23
24 2. Leaves of absence with pay shall be granted for an employee who is subpoenaed to
25 testify in an official proceeding except as provided below:
26
27 a. If the proceeding involves the District and the employee has a direct or indirect
28 interest in the outcome, leave with pay shall be restricted to the first eight (8)
29 employees subpoenaed to testify per specific proceeding. If more than eight (8)
30 employees are subpoenaed, such leave for each additional employee over eight (8)
31 shall be without pay. One designated Association representative shall be granted
32 leave with pay to attend such proceeding upon being subpoenaed and shall not be
33 included within the count of the first eight (8) employees if the proceeding
34 involves the Association.
35
36 b. If the proceeding involves self-employment or other employment, leave shall be
37 without pay.
38
39 c. Any compensation received while an employee is honoring a subpoena will be
40 deducted from employee's net salary, if it is determined that the employee is
41 entitled to a leave of absence.
42
43 d. Leaves under this section are only for the portion of the day when attendance is
44 required.
45

I. Professional Leave

Leaves of absence with pay and with or without reimbursement of certain expenses may be granted to employees for the purpose of attending professional meetings. 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 6213R. Final approval for professional leave is delegated to the Superintendent or designee, except in the case of leave involving travel outside the State of Washington. Leave involving professional meetings outside the state must be approved by the Superintendent and Board.

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

1. Substitute and necessary expenses paid by the District.

This category applies to employees authorized by the Board to attend educational conferences.

2. Substitute paid by the District; necessary expenses paid by the educator or outside agency.

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

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.

Section 34 – Leaves without Pay

A. General Provisions

1. Requests for leave without pay for ninety (90) calendar days or longer must be approved by the Board of Directors.
2. The following supplemental conditions apply to all leaves in this section with the exception of E 4. Military Service (Active Duty):
 - a. An employee who returns from leave will be returned to the position of last assignment. If the position no longer exists, the employee will be assigned in accordance with Section 82, Displacement.

- b. An employee granted more than any two consecutive leaves of absence will be assigned in accordance with Section 82.
- c. An employee who returns from an extended leave may return only at the beginning of an applicable semester, quarter, or in the case of elementary schools, the grading period.

B. Parental and Adoption Leave

1. An employee should notify the Human Resources Department by the end of the fourth (4th) month of pregnancy to assist the Assistant Superintendent, Human Resources Department, in planning for replacement.
2. Parental leave shall apply to male and female employees and shall begin at a time determined suitable by the employee and the attending physician after consultation with the Assistant Superintendent, Human Resources Department, or designee. Insofar as possible, leave shall begin at a time which is consistent with the orderly continuance of the educational program.
3. Parental and adoption 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 placement in the case of adoption, of the child.
4. Upon the completion of parental/adoption leave, additional leave without pay to the end of the current school year, may be requested. The benefits of the federal and state Family and Medical Leave laws may apply.

C. Political Leave

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

1. With three (3) weeks' notice, 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 as an employee as long as it does not interfere with the contractual assignment.
3. The Board may extend to the employee who is elected to a political office a leave of absence without pay for one (1) year or a fraction of a year.

D. Military Service (Active Duty)

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

1 **E. Other Unpaid Leaves**

2
3 Leaves of absence without pay, not to exceed one (1) year, may be granted. Such leaves
4 of absence may be renewed for a second year. Leaves of absence without pay are subject
5 to the following conditions:

6
7 1. Study

8
9 A leave of absence without pay for study entitles a staff member to a service
10 increment on a salary schedule provided that during the school year in the leave
11 period at least twenty-two (22) semester hours or thirty-three (33) quarter hours of
12 college credit have been earned or study without credit required in a degree program
13 has been performed.

14
15 2. Other

16
17 The Board may grant leave for a specific purpose recommended by the
18 Superintendent.
19
20

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

23
24 **Section 35 – Salary and Contract Provisions of Substitute**
25 **Employees**

26
27 **A. Substitute Rates:**

28
29 The daily rate of pay for a substitute teacher shall be as follows:

<u>Substitute Position Type</u>	<u>Working less than 4 hours paid at 60% of daily rate</u>	<u>Working more than 450 hours in a contract year</u>	<u>Rate per day effective September 1, 2014</u>	<u>Rate per day effective September 1, 2017</u>
<u>Regular Substitute Assignment</u>				
<u>Substitute daily rate</u>			<u>\$140</u>	<u>\$145</u>
<u>Substitute daily rate</u>	<u>✓</u>		<u>\$84</u>	<u>\$87</u>
<u>Substitute daily rate</u>		<u>✓</u>	<u>\$155</u>	<u>\$160</u>
<u>Substitute daily rate</u>	<u>✓</u>	<u>✓</u>	<u>\$93</u>	<u>\$96</u>
<u>Hard-to-Fill Substitute Assignment</u>				
<u>Hard-to-Fill daily rate</u>			<u>\$155</u>	<u>\$160</u>
<u>Hard-to-Fill daily rate</u>	<u>✓</u>		<u>\$93</u>	<u>\$96</u>
<u>Hard-to-Fill daily rate</u>		<u>✓</u>	<u>\$170</u>	<u>\$175</u>
<u>Hard-to-Fill daily rate</u>	<u>✓</u>	<u>✓</u>	<u>\$102</u>	<u>\$105</u>
<u>Extended Day Facility Assignment</u>				
<u>Extended day facility daily rate</u>			<u>\$154</u>	<u>\$159.50</u>
<u>Extended day facility daily rate</u>	<u>✓</u>		<u>\$92.40</u>	<u>\$95.70</u>
<u>Extended day facility daily rate</u>		<u>✓</u>	<u>\$169</u>	<u>\$174.50</u>
<u>Extended day facility daily rate</u>	<u>✓</u>	<u>✓</u>	<u>\$101.40</u>	<u>\$104.70</u>
<u>Extended Day Facility Hard-to-Fill Assignment</u>				
<u>Extended day facility Hard-to-Fill daily rate</u>			<u>\$169</u>	<u>\$174.50</u>
<u>Extended day facility Hard-to-Fill daily rate</u>	<u>✓</u>		<u>\$101.40</u>	<u>\$104.70</u>
<u>Extended day facility Hard-to-Fill daily rate</u>		<u>✓</u>	<u>\$184</u>	<u>\$189.50</u>
<u>Extended day facility Hard-to-Fill daily rate</u>	<u>✓</u>	<u>✓</u>	<u>\$110.40</u>	<u>\$113.70</u>

1. Substitutes who are called to work for a full day assignment shall be paid at the full daily rate
2. Beginning with the sixteenth (16th) consecutive day in the same assignment, retired Tacoma teachers shall be paid a daily rate equal to their placement on the current salary schedule.

B. Assignment:

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

C. Substitute Training Opportunities:

If any substitute is required to attend training, the employer will pay for the cost of the training. Substitutes who are members of the TEA bargaining unit may attend curriculum and other training offered by the District. Substitutes shall be paid their daily rate or proration thereof for time in attendance at District or required trainings.

D. Feedback Forms:

The nature of substitute assignments dictates that formal observation/evaluation cycles will not typically be possible for substitutes. Nevertheless, because of the importance of providing substitutes with feedback on their performance, a form will be provided to administrative/supervisory evaluators for their use in providing feedback in a standardized format. All feedback forms will be sent to the Human Resources Department, which will file the original form in the substitute's personnel file, return a copy to the originator, and promptly provide a copy to the substitute

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

E. Contract Rights:

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

- Preamble
- 1. Definitions
- 2. Recognition
- 3. Duration and Reopeners
- 4. Status of the Contract

5. Conformity to Law
6. Rights of the Board
7. Distribution of the Contract
8. Bargaining a New Contract
9. Association Leaves
10. Dues Deductions
11. Representation Fee
12. Building Use
13. Communications
14. Delivery Service
23. Insurance Benefits
25. Travel Allowance
26. Compensation for Required Hearings
28. Payroll Deductions
30. Compliance Provision
35. Salary & Contract Provisions
39. Instruct. Materials/Parental Review
40. Grading Practices
41. Ownership of Materials
44. Dissemination of Professional Information
46. Calendar - Term of Employment
48. Professional Work Day
49. Planning Periods
50. Staff Protection
51. *Covering Classes
53. Student Discipline/Administrative Response
54. Documentation of Incidents
55. Employee Duties and Responsibilities
56. Physical Facilities
60. Job Description
62. Elementary Schools (Grades K-5)
63. Middle Schools (Grades 6-8)
64. High Schools (Grades 9-12)
65. Middle School and High School Class Size/Staffing Compliance
66. Special Education, ESA's and Learning Specialists
69. Supplemental Contract
71. Personnel Files
72. Cause
73. Equitable Treatment
74. Sexual Harassment
75. Staff Diversity Plan

Article XIV – Grievance Procedure.

This article is the only article of this Agreement applicable to regular substitute employees except as provided herein. Unless specifically noted, items included in the appendices do not apply to substitutes.

ARTICLE VI – INSTRUCTION

Section 36 – Academic Freedom

A. Academic freedom is defined as:

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

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

Section 37 – Classroom Visitors/Observation

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

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

Section 38 – Materials Selection

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

1 A. Core and supplemental instructional materials for each course and/or grade level shall be
2 selected according to Policy and Regulation 2020, the applicable rules, regulations, and
3 guidelines of the Office of Superintendent of Public Instruction and the State Board of
4 Education.

5
6 B. Additional instructional materials may be selected by individual teachers for occasional
7 use in the classroom. Individuals, grade level teams, or PLC's can bring their suggested
8 materials to the principal directly for a discussion of the proposal. Principal
9 consideration shall be based on level, ability and maturity of the students; the content of
10 the course; best instructional practices; and, alignment with District curriculum, student
11 learning requirements and content standards. After consideration, the building principal
12 will respond through written notice to the employee(s) with a copy to the Association.

13
14 Procedures for material review and/or complaint(s) are set forth in Section 39, Instructional
15 Materials/Parental Review.

16 17 **Section 39 – Instructional Materials/Parental Review**

18
19 A. Any parent, guardian or person having control or custody of any student enrolled in a
20 school may arrange, with the building administrator of that school, a specific time to
21 review and examine all instructional materials of whatever nature, whether audible or
22 visual, used or to be used in any course of instruction in which the student is enrolled
23 except examination materials in advance of the date of examination.

24
25 B. All complaints to the use of any materials must be presented utilizing the Request for
26 Reconsideration of Instructional Materials Form (as per Regulation 2020) and will
27 include the name of the author, title, the publisher, and the objections by pages and items;
28 or in case of materials other than printed materials, written information specifying the
29 precise nature of the objection. The statement must be signed and identified in such a
30 way that a proper reply will be possible.

31
32 C. When a complaint is received, all appropriate persons will be notified and the time and
33 content of the review process will be established in consultation with such appropriate
34 persons.

35
36 D. An individual student may be excused from using challenged materials after the parent or
37 guardian has completed the Request for Reconsideration of Instructional Materials Form.
38 The teacher will then assign the student alternate materials of equal merit.

39
40 E. The use of challenged materials by class, school or District shall not be restricted until
41 final disposition has been made by the appropriate review committee. Individuals may be
42 excused from using challenged materials according to the Procedure for Individual
43 Request.

44
45 F. In deliberations of challenged materials a District's Review Committee shall consider the
46 educational philosophy of the District, the professional opinions of other teachers of the

1 same subject and of other competent authorities, reviews of the materials by reputable
2 bodies, the teacher's own stated objectives in using the materials, and the objections of
3 the complainant.
4

- 5 G. The findings of the Building Review Committee and/or District Review Committee shall
6 be a matter of written record and transmitted to the Superintendent and the appropriate
7 level Assistant Superintendent who will notify interested parties of the findings.
8

9 **Section 40 – Grading Practices**

10
11 The teacher shall have the authority and responsibility to determine grades and other evaluations
12 of students. No grade or evaluation shall be changed by anyone other than the teacher provided
13 that:
14

- 15 A. It is adequately documented.
16
17 B. It is based on achievement.
18
19 C. It is consistent with school and/or District rules.
20

21 **Section 41 – Ownership of Materials**

22
23 The Board recognizes that employees under contract to the District may, in carrying out their
24 professional responsibilities, develop materials related to their work. It is understood by the
25 Board and the employees that such materials developed as a part of regular employment are the
26 property of the District. It is also understood that materials created during the leisure hours when
27 an employee is not fulfilling contractual duties to the District are the property of the employee.

28 **ARTICLE VII – STAFF DEVELOPMENT**

29 30 **Section 42 – Professional Development**

31
32 To ensure that professional development is appropriate, the District has a District-wide
33 Professional Growth Committee (PGC). The parties agree that professional development should
34 be aligned with District goals, the District's Strategic Plan and the District's School
35 Improvement Plans. Professional Development shall be relevant and meaningful, resulting in
36 acquisition, enhancement, and refinement of skills and knowledge which further student
37 learning.
38

39 The District and the Association shall form a committee consisting of eight (8) District and eight
40 (8) Association representatives made up of elementary, humanities, math, science, electives,
41 ESA, special education, and at-large unless the chairs mutually agree upon a change in the
42 makeup of the committee. In addition the Association President or designee and a District leader
43 shall be the co-chairs of the committee and agree on the membership of the committee annually.

The Professional Growth Committee shall meet a minimum of seven (7) times per year. The meetings schedule shall be set by the co-chairs of the committee, and minutes will be made available on the District website after each meeting. The committee shall use data, including an annual survey of certificated staff, to critique and appraise the professional development system and make recommendations on the following, but not limited to:

- Mentoring
- Best practices for curriculum, instruction and professional development
- Alignment of professional development with teacher evaluation and student learning
- Alignment of professional development system with certification requirements
- Use of Professional Growth funds that are in accordance with the guidelines established by TEA
- Coordination of professional development opportunities

Section 43 – Optional Days

Each regularly-contracted full-time certificated employee shall be entitled to seven (7) optional days at seven (7) hours of per diem rate, based on the employee's placement on the combined salary schedule (base + personal responsible stipend), days as follows:

Two (2) Building-based days (14 hours)

Three (3) District-based days (21 hours)

Two (2) Individually-directed days (14 hours)

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

Regularly contracted employees who work less than full time shall be entitled to a prorated number of optional days.

Building-based: Building-based optional days are utilized for building-based extra work consistent with options established by the SCDM team or by a consensus of the staff. The SCDM committee will solicit input from staff prior to creating a professional development training schedule. Appropriate professional development activities include but are not limited to the following: those which support the implementation of, building- based programs and School Improvement Plans (SIP), student learning plans, training or preparation for a new assignment, diploma requirements, goals established pursuant to teaching and learning standards as identified in evaluation documents (Appendix XI) or Professional Certification requirements, action research, teacher leadership (i.e. training for mentors, reading coaches, instructional facilitators,

etc.), team planning, preparation for the opening or closing of the school year, implementing curriculum materials and instructional strategies, parent involvement and conferencing, and improving student achievement and attendance.

District-based: District-based optional days are utilized for district-based extra work consistent with options established by the Professional and Organizational Development Advisory Committee (PODAC). Appropriate professional development activities include but are not limited to the following: goals established pursuant to teaching and learning standards as identified in evaluation documents (Appendix XI) and/or Professional Certification requirements, action research, mentor and/or instructional facilitator training, curriculum alignment, implementation of technology to enhance instruction, differentiated or sequential curriculum components necessary to implement District initiatives, and SIP plans. The District will schedule District-offered professional development activities on waiver days or within the employee workday as an option for employees who prefer not to use optional days to obtain required training. These offerings may have limited capacity and be offered to those employees registering first. A calendar of approved District curriculum optional days training shall be made available to staff on or before the second (2nd) Friday of each school year and shall be updated regularly.

In addition to the District-approved list, other Professional Development proposals for activities including external training that supports the district-based work will be submitted to the Curriculum and Instruction Office for approval. Employees must submit proposals for pre-approval a minimum of five (5) workdays prior to the start of the activity or class. A form for this purpose will be available to all employees.

If the employee's request is denied, the employee may submit a written appeal to the denied proposal within five (5) workdays to the Assistant Superintendent of K-12 and the TEA President. The Assistant Superintendent and TEA President will confer and render a decision in writing to the employee within ten (10) workdays.

Individually-directed: Individually-directed optional days are utilized by the employee as individually determined.

Usage and Reporting: August 15 will be the cut-off date for the reporting of optional days worked in the prior school year except as follows: Buildings and departments may conduct optional day activities after August 15 and before the first required contract day of the next school year, these days, as well as individual days, shall be allowed to be counted and reported by the participating employees provided that they are reported no later than September 15.

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

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

Section 44 – Professional Growth Funds

1 In each year of the Agreement \$150,000 shall be made available for employee-directed
2 professional growth. Allowable expenditures will be reimbursed pursuant to guidelines
3 established by Tacoma Education Association. Guidelines and reimbursement applications are
4 available to bargaining unit members in the TEA Office. An annual report shall be submitted to
5 the District no later than September 30 of each year outlining the details of fund expenditures.
6 The Association indemnifies and holds harmless the District for any loss or liability incurred by
7 the District in providing this fund to the Association.

9 **ARTICLE VIII – CONDITIONS OF WORK**

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

13 **School Year Calendar:** The calendar shall be established within parameters which have
14 been negotiated by the District and the Association. Staff and community input will be sought
15 and used, along with state law, to substantially inform the development of each series of
16 calendars. The series will include calendars for the duration of the collective bargaining
17 agreement plus one (1) year. Large-scale community events, legislative action(s), and natural
18 disasters may impact and require adjustments to the calendars.

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

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

25 **PRS Days:** Professional Responsibility Days as set forth in Section 21 (B) require attendance.
26 If an employee has an emergency he/she should request an exception by contacting the Assistant
27 Superintendent of Human Resources.

29 **Make-up Days:** Three (3) make up days for District-wide school closure shall be designated
30 in the adopted calendar. When make-up days are necessary to meet the required number of
31 student days, school closure days shall be made up in the order they were missed, i.e., the first
32 available make-up day will be used for the first day of closure, and the make-up time shall not
33 increase the previously established time in the calendar. In the event the Tacoma Public Schools
34 are closed by the Superintendent in excess of the three (3) designated make-up days, negotiations
35 shall begin within five (5) school days after schools are reopened to amend the school year
36 calendar to ensure the required number of student days. If within ten (10) school days mutually
37 agreeable make-up days are not arrived at, they will be scheduled at the end of the school year.
38 In the event a closure only affects part(s) of the District, the parties will meet as stated above to
39 identify the make-up days.

41 **Non-School Assignments:** Employees not assigned to a school/level will work the days on
42 the school calendar which most closely correlates with the school/level at which they perform a
43 preponderance of their duties.

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

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

Student Year Waiver Days: The parties agree the District may make application for a state waiver of up to five student instructional days in each year of this Agreement. These days will be regular work days for employees as set forth in Section 47. Placement of these days in the calendar is subject to the process outlined above in this section as part of establishing the school year calendar.

Purpose: The primary purpose of these days is for building-based activities that include the entire staff in supporting the implementation of School Improvement Plans, improvement of instruction and improvement of building leadership capacity. Building-based activities will be based on the goals of the School Improvement Plan and developed through the SCDM with input from the SIP team. It is the intention of the parties that these waiver days will eliminate the need to schedule required time beyond the contract day or during planning time for these activities.

The District will schedule District-offered professional development activities on these days as an option for employees who prefer not to use optional days to obtain required training. These offerings will have limited capacity and be offered to those employees registering first. These District-based activities will be scheduled at times which do not unduly fragment staff participation in building-based activities. They will be scheduled sufficiently far in advance that buildings can plan their activities around District activities. With input from staff involved, the District will develop professional development activities for itinerant employees for whom building-based activities are not relevant. District-based activities will be developed through the Professional and Organizational Development Advisory Committee (PODAC).

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

Section 46 – Non-Teaching Work Assignments

Necessary non-teaching work assignments such as recordkeeping and due process paperwork shall be kept to a minimum so the certificated professional's time can be directed to working with students directly. Reasonable effort will be made to facilitate this through appropriate use of technology.

Section 47 – Professional Work Day Provisions

Work Day: Employees assigned to a school shall work a straight seven and one-half (7½) hour day inclusive of not less than a thirty (30) minute duty free lunch period exclusive of passing time. Passing time shall also apply to Elementary Specialists. This shall be considered the professional work day. No teacher will be required to teach outside the regular student day.

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

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

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

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

Itinerant Teachers: In order for itinerant teachers to be most effective in their duties, it is agreed that their schedules shall include no less than thirty (30) minutes for lunch, and sufficient time for traveling from one (1) assignment location to another. Travel time will include the time it takes to exit one place of duty and arrive at the second place of duty.

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

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

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

School-wide Supervision: School-wide supervision, school activities and control will be shared equitably by all staff members. The SCDM process shall be used to establish a procedure to insure equitable participation.

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

Section 48 – Planning Periods

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

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

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

1. Secondary school employees with full time assignments shall have the equivalent of one (1) class period (not less than fifty (50) minutes) each school day to be used for educational planning. Schools seeking a waiver from this language shall use the waiver process found in Section 17 of this agreement. Waivers cannot reduce planning time below two hundred and fifty (250) minutes per week.
2. All full-time certificated elementary employees shall have a minimum of two hundred and fifty (250) minutes per five (5) day week for the purpose of educational planning. Each employee shall have at least one (1) continuous thirty (30) minute planning period on each full student day, amounting to a total of at least one hundred and fifty (150) minutes per five day week. In addition, the remaining one hundred (100) minutes shall be provided in no less than twenty (20) consecutive minute blocks.
3. Part-time employees shall have weekly minute educational planning time allotments pro-rated by the length of their assignment and the allotment of planning time at their grade level for full-time employees. Planning time shall be in blocks of time of no less than twenty (20) minutes.

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

Elementary planning periods shall be assigned during the student instructional day and shall be exclusive of elementary conference days, the thirty (30) minute duty free lunch, travel time between assignments. The planning time provision is not in effect on non-student days.

- 1 B. ESA personnel assigned to more than one location shall have planning time allocated
2 proportionally to the time assigned to each school or program site. Planning time shall be
3 in blocks of time of no less than twenty (20) minutes. The planning time schedule shall
4 be developed in consultation with the appropriate principal(s) or supervisor(s).
5
6 C. Planning periods shall not be assigned during the Board Policy designated thirty (30)
7 minutes at the beginning and end of the professional work day.
8

9 **Section 49 – Staff Protection**

10
11 **A. Safety Initiatives:** In order to assure a safe learning environment for students and
12 staff and to affirm a commitment to zero tolerance for weapons and violence in the
13 Tacoma Public Schools, the District and the Association agree that the following
14 initiatives will be implemented over the duration of the Agreement.
15

- 16 1. A needs assessment of school safety involving students, staff and parents will be
17 undertaken as needed. The needs assessment shall include building security and
18 operational procedures, staff access to phones for emergency communications,
19 District-wide policies on school safety, and emergency procedures as needed.
20
21 2. Best practices and promising approaches in violence prevention training shall be
22 made available to staff.
23

24 **B. Preservation of order in the Schools:**

- 25
26 1. An employee may use such force as is necessary for self-protection from attack or
27 to prevent injury to another person (adult or student).
28
29 2. The District shall give priority consideration to the utilization of appropriate
30 security personnel at functions such as athletic events, school plays, concerts, and
31 other school functions to maintain discipline and order.
32
33 3. Employees will not, nor shall they be asked or required to, search students,
34 lockers or student possessions.
35

36 **C. Threats to Safety:** Employees who are threatened with bodily harm by any
37 individual or any group, while carrying out their occupational obligations shall
38 immediately notify the building principal or supervisor. The principal or supervisor
39 shall notify the designated Level Director of the threat and take immediate steps in
40 cooperation with the employees to provide every reasonable precaution for their
41 safety. Precautionary steps shall be reported to the designated Level Director at the
42 earliest possible time.
43

44 **D. L & I Disability:** Upon determination by the Washington Department of Labor
45 and Industries that an employee has been physically disabled by a job related injury

1 or illness because of an assault on the employee's person arising out of and/or in the
2 course of the employee's employment, the District will grant the injured employee
3 leave of absence with normal contract pay for the duration of the injury or illness, not
4 to exceed twelve (12) months, with no reduction in accumulated sick leave.
5

- 6 1. The injured or ill employee shall undergo such medical examinations by qualified
7 examiners as requested by the District. When found fit for duty the employee
8 shall return to duty pursuant to the rules and procedures of and standards set by
9 the Washington State Department of Labor and Industries, except that placement
10 in a position shall be pursuant to the terms of the Agreement; provided, however,
11 the District is authorized to establish a modified duty assignment to accommodate
12 the employee until said employee is released to assume regular duties.
13
- 14 2. The employee shall, as a condition of receiving benefits under Section 49 (D),
15 Staff Protection, L&I Disability, execute an assignment of the proceeds of any
16 judgment or settlement in any third (3rd) party action arising from such injury or
17 illness in amount of compensation received pursuant to Section 49 (D), Staff
18 Protection, L & I Disability, but not to exceed the amount of such proceeds. Such
19 assignment shall be in the form prescribed by the Prosecuting Attorney's Office of
20 Pierce County.
21

22 **E. District Liability Insurance:** The District shall protect employees by
23 maintaining a standard comprehensive bodily injury and property damage public
24 liability insurance contract in the amount of \$1,000,000 per occurrence.
25

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

33 The District recognizes its obligation to provide insurance under RCW 28A.400.370. In
34 the event of a repeal or amendment of that statute during the life of this Agreement, the
35 District agrees to continue in effect the insurance provided under that statute for the
36 remaining life of this Agreement.
37

38 **F. Personal Public Liability Insurance:** It is the personal responsibility of an
39 employee who uses her/his personal automobile in the performance of duties to carry
40 public liability insurance for bodily injury and property damage. The Board cannot
41 be obligated to provide insurance for the employee's vehicle on a first party basis.
42

43 **G. Medical Professional Liability Protection:** The District shall provide
44 School District psychologists, nurses, occupational therapists, physical therapists, and
45 all others who perform medical services as part of their duties with medical
46 professional liability protection in the amount of \$250,000 per occurrence to a

1 maximum of \$1,000,000 per policy year. In the event that the present coverage for
2 psychologists is canceled by the insurance carrier, this item is subject to immediate
3 renegotiations.
4

5 **H. Vehicle Damage/Loss Provisions:**

6
7 When an employee's vehicle is damaged in a school setting or in the course of
8 employment (i.e. typical work hours), the District will reimburse the employee, to a
9 maximum of \$1,000 per incident, for damage caused to his/her personal vehicle.
10 Damage caused by the employee's negligence will not be covered. Damage to an
11 employee's vehicle by the District, or as the result of a District action, will be fully
12 covered.
13

14 Procedures for submitting a claim:
15

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

26 Damage in excess of \$1,000 may be submitted to the employee's insurance for
27 reimbursement.
28

29 **I. Personal Property Damage/Loss Provisions:**

30
31 The District will reimburse an employee for damage or loss of personal property,
32 vehicles excluded, or personal instructional/educational equipment used by the
33 employee in the course of his/her employment pursuant to the following conditions.
34 When this loss occurs through no fault of his/her own, the District will reimburse the
35 employee to a maximum of \$1,000 per incident. Reimbursement shall be based upon
36 a reasonable estimate of current value. The District may, at the District's discretion,
37 require an employee to show reasonable evidence of theft or damage. An employee
38 must take reasonable care to protect his/her personal or instructional/educational
39 equipment.
40

41 Procedures for submitting a claim:
42

- 43 1. Notify your supervisor and site security immediately.
- 44 2. Notify police and get a report or an incident/case number within forty-
45 eight (48) hours of the event.

3. Complete an Employee Personal Property Loss/Damage claim form (Appendix V).
4. Attach the police report or provide the incident/case number, along with a description of the damage or loss, and a repair or replacement cost estimate of the damage(s) to or loss of the property.
5. Submit information to the District's Risk Management department within thirty (30) calendar days of the incident.

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

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

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

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

Section 50 – Covering Classes

A. Class Coverage

1. The principal or his/her designee may request employees holding valid teaching certificates to cover classes in cases of emergency or when arrangements for a regular substitute cannot be made either because of a time factor or the unavailability of a qualified substitute.
2. 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 ($\frac{1}{2}$) 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 non-certificated personnel may be used to cover classes only in an emergency situation. Except in unusual circumstances, student teachers and non-certificated personnel shall not cover classes other than those to which they are regularly assigned.
5. The Board agrees that any District-wide effort to use classroom teachers, itinerant teachers, librarians, student teachers, counselors and personnel other than regular substitutes to cover absences of teachers for the purpose of avoiding the usual costs for substitutes shall first be subject to the negotiations process.

B. Loss of Planning/Overloads

Due to unavailability of a substitute, 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 are required by the principal/supervisor to cover a class or a portion thereof 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	\$30.00
One (1) hour to three (3) hours	\$65
Three (3) hours or more	Substitute Daily Rate

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

Section 51 – Special Education

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

For students eligible to receive special education and related services, the IEP shall indicate the services to be provided. The inclusion of students with disabilities in the general educational program requires cooperation and communication between general and special education staff.

1 Prior to the entry of a student with disabilities into the general classroom, the receiving teacher
2 shall be provided with information regarding the student's special needs.

3
4 The format and procedure for sharing such information shall be determined at each school/site.
5 The general education teacher and specialists are considered valuable partners in the IEP process.
6 Students with disabilities who are included in general and specialist classrooms shall be counted
7 in the class count of the general teacher and specialist for the portion of the day they are included
8 in the class. For students placed on interim IEPs, the designated program manager shall be
9 responsible for sharing relevant and appropriate information with the receiving school.

10
11 If, in the judgment of the general education teacher or specialist, a student with disabilities is not
12 profiting from a placement or the student is creating a substantial disruption to the educational
13 process, the teacher may request an IEP meeting to discuss the student's placement, request
14 assistance and/or recommend that consideration be given to modifying the IEP, consistent with
15 federal, state and District rules, regulations and policies.

16 17 **IEP Meetings**

18
19 Any employee required to attend an IEP meeting that occurs outside the regular work day shall
20 be compensated at the per diem, based on the employee's placement on the base salary schedule,
21 hourly rate for the accumulated hours rounded off to the nearer thirty (30) minutes. Claims shall
22 be submitted the last working day of the pay period following the pay period in which the time
23 was worked.

24 25 **Section 52 – Student Discipline/Administrative Responsibility**

26
27 The District shall assure that an administrator or identified designee shall be available to respond
28 to emergency situations at each school and program site during the student school day.

29
30 **A. Enforcement:** Student discipline will be enforced fairly and consistently based on the
31 infraction, regardless of race, color, religion, sex, gender identity, sexual orientation,
32 national origin, or ancestry, the presence of any sensory, mental or physical disability, or
33 age. Corporal punishment, which is defined as any act which willfully causes the
34 infliction of physical pain on a student, is prohibited.

35
36 **B. Cause for Discipline:** Sufficient cause for discipline will be:

- 37
38 1. Verbal or physical threats, intimidation or assault or interference with an employee by
39 use of force or violence.
40
41 2. Failure by a student to comply with written rules and regulations established by the
42 District; or
43
44 3. Failure by a student to comply with the instructions of an employee made within the
45 scope of his/her authority; or

4. Failure by a student to submit to the reasonable disciplinary actions of employees; or
5. Conduct which materially and substantially interferes with the educational process; or
6. Failure to identify oneself upon request by an employee in the school building, on school grounds, or at school sponsored events.

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

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

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

Limitations:

- a. Except in emergency circumstances as provided in WAC 392-400-290, the employee shall have first (1st) attempted one or more alternative forms of corrective actions.
- 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.

1 Generally, conduct that rises to the level of substantial disruption is conduct that
2 essentially prevents instructional activities from occurring, regardless of efforts to
3 remediate the conduct of concern, unless state law dictates otherwise.
4

5 Discipline Report: In cases in which the employee sends a student to the school
6 office, a discipline report explaining the facts of the misconduct shall be sent to
7 the principal/designee.
8

9 The discipline report shall provide descriptions of problem behavior prior to
10 intervention, punishment or remediation. Documentation of an incident must be
11 sent to the principal or designee as soon thereafter as possible, but not later than
12 the end of the professional work day.
13

- 14 4. The employee may, at any time, request in writing that an alternative class
15 assignment, disciplinary contract or specific assistance be provided for a student
16 whose conduct or misbehavior warrants a recommendation for change. Such request
17 shall include a documentation of the behavior and a list of the types of corrective
18 action already taken.
19

20 **D. Administrative Response:**

21

- 22 1. When a written report is sent to the principal or other school administrator
23 regarding student discipline, a request for alternative class assignment and/or
24 specific assistance, or recommendation for suspension or expulsion, the principal
25 or school administrator shall respond to the employee in writing concerning the
26 action taken, contacts made with the parents or guardians, and any conditions
27 imposed on the student's return to class. Response to the request will be made
28 within five (5) school days and include a plan of action to support the student.
29 2. When school authorities endeavor to correct misconduct or misbehavior through
30 counseling and/or conferencing with the student and his/her parents, the employee
31 will be notified and be involved upon his/her request.
32

33 **E. Recommending Suspension/Expulsion:** If, in the employee's judgment, student
34 conduct warrants suspension or expulsion of the student, the employee shall make written
35 recommendation accordingly to the building administrator. Suspension may also be
36 recommended by the employee when he/she reasonably believes that the student is an
37 immediate and continuing danger to himself/herself, other students, employees, school
38 administrators or the educational process of the student's school. Any recommendation
39 must include specific examples and/or documentation of the disruptive or disorderly
40 conduct.
41

42 **F. Special Education Discipline:** The District will comply with all pertinent state and
43 federal laws and Board Policy when disciplining special education students. Upon
44 request, the regular education classroom teacher directly impacted by a special education
45 student's disruptive behavior will be given input into the IEP process and will have
46 his/her concerns considered prior to the placement or change of placement of a special

1 education student. Within the IEP process, which includes a meeting of the parent,
2 teacher and District representative who is qualified to provide or supervise special
3 education services, a plan may be established for the discipline of a specific behavior in
4 order to reach behavior goals. This plan may include removal from school for specified
5 amounts of time as a part of the IEP. The statements of Student Rights, Responsibilities
6 and Regulations are not to be used when following the IEP plan as the IEP itself will
7 prescribe the disciplinary procedures. Either the appropriate school personnel or the
8 parent may request a new IEP meeting if either finds that the plan is not satisfactory or in
9 need of revision. In the absence of a specific IEP discipline plan, all other items of
10 Section 53 Student Discipline/Administrative Responsibility will apply.
11

12 **G. Assault of Employee:** If a student assaults an employee, intimidates by threat of
13 force or violence, or interferes with an employee by use of force or violence, in addition
14 to appropriate disciplinary action, the District will report the incident to the proper law
15 enforcement agency.
16

17 **H. Building Discipline Review:** School principals will meet with the employees
18 annually to establish and/or review building disciplinary standards and procedures to
19 ensure uniform enforcement of building standards.
20

21 **I. Staff Information:** The District shall provide information to all employees annually
22 concerning all applicable federal, state and local laws and District rules, regulations and
23 procedures pertaining to student rights, employee rights, due process and the processing
24 of student discipline.
25

26 **J. Major Incidents:** Major incident reports relative to weapons incidents, violent acts,
27 and/or incidents which result in intervention by District Security personnel or the police
28 department shall be communicated to TEA within twenty-four (24) hours of the incident
29 and shall be reviewed on a regular basis with Association leadership.
30

31 **K. State Law** provides that whenever a minor enrolled in school is convicted in adult
32 criminal court, adjudicated, or entered into a diversion agreement with the juvenile court
33 on any of the following offenses, the court must notify the principal of the child's school
34 of the disposition of the case:
35

- 36 1. A violent offense (includes weapons)
- 37 2. A sex offense
- 38 3. Inhaling toxic fumes
- 39 4. A controlled substance violation
- 40 5. A liquor violation
- 41 6. Assault and other crimes involving physical harm
- 42 7. Kidnapping, unlawful imprisonment, custodial interference
- 43 8. Harassment
- 44 9. Arson, reckless burning, malicious mischief

1 The principal shall provide the information received to every teacher of the student and
2 any other personnel who, in the judgment of the principal, supervise the student or for
3 security purposes should be aware of the student's record.
4

5 Any information received by a school principal or school personnel is confidential and
6 may not be further disseminated except as provided in RCW 28A.225.330, other
7 applicable statutes or case law, and the Family Educational Rights and Privacy Act.
8

9 **Section 53 – Documentation of Incidents**

10
11 Any incident which will adversely affect the status of a student shall be adequately documented.
12 This should include date, time, place and witnesses. In addition, any other pertinent facts that
13 clarify the incident should be included.
14

15 **Section 54 – Employee Duties and Responsibilities**

16
17 It is the responsibility of employees:
18

- 19 A. To work in accordance with their job description.
- 20
- 21 B. To take into consideration the individual differences of students.
22

23 **Section 55 – Physical Facilities**

- 24
- 25 A. The District shall provide a minimum of one (1) staff room in each school.
- 26
- 27 B. The District will endeavor to provide suitable facilities for all employees. Facilities will
28 include the following:
29
 - 30 1. Work space reasonably free from distractions and interruptions.
 - 31
 - 32 2. A work surface, a locking file, a computer, and adequate storage space for
33 educational material.
 - 34
 - 35 3. A telephone available for use when confidentiality is required.
 - 36
 - 37 4. Reasonable effort will be made so Speech Language Pathologist (SLP) therapy rooms
38 include water to meet standards for universal precautions and for use during therapy.
39 Hand disinfectant, gloves and other items needed for disinfecting and universal
40 precautions will be available where needed.
 - 41
- 42 C. On an annual basis, the District will review space utilization at school sites. Such review
43 shall consider suitability of work space for all employees and any safety concerns which
44 have been raised by staff.
45

Section 56 – School Construction

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

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

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

Section 57 – Student Teachers

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

Section 58 – Scheduling, Secondary Schools

- A. Before the District makes any changes to the format (periods per day or semester/quarter) in a secondary school, the District will notify the Association; the Association shall have ten (10) days to initiate negotiations in accordance with Chapter 41.59 RCW. In the event

1 the Association does not initiate negotiations, the District shall be free to make said
2 format changes immediately.

3
4 B. Individual schools, however, may initiate changes in format subject to District approval;
5 provided, however, such changes have been approved through the building's SCDM
6 process or have the written approval of at least seventy-five percent (75%) of the
7 certificated employees in the school and are consistent with the District's adopted
8 curriculum and the appropriate provisions of the Basic Education Act.

9
10 C. Each spring enrollment projections shall be shared with the Association and SCDM
11 teams for the purposes of developing master schedules, allocating resources and planning
12 for the successful transition and assignment of students. Building master schedules may
13 include alternative workday schedules for employees, with their written consent,
14 consistent with the provisions set forth in Section 17.

15 16 **Section 59 – Job Description**

17
18 A copy of the District's organizational chart is available upon request from the Public
19 Information Office and existing job descriptions within the bargaining units shall be sent to the
20 TEA office.

21
22 Before changes are made to the existing job descriptions within the bargaining unit, the
23 recommendations of the Association will be considered.

24
25 No duties presently performed by bargaining unit members shall be transferred to other District
26 employees, nor contracted with outside vendors.

27 28 **ARTICLE IX – CLASS SIZE/STAFFING**

29 30 31 **Section 60 – Regarding Reduction in Staff**

32
33 In the event of a reduction in staff, the class size and lids shall be increased proportionate to the
34 reduction in certificated teaching staff.

35 36 **Section 61 – Elementary Schools (Grades K-5)**

37
38 Kindergarten teachers will be assigned to schools by the Human Resources Department using a
39 maximum of twenty-four (24) students per session.

40
41 Regular classroom teachers, grades 1-5, will be assigned to schools by the Human Resources
42 Department using a maximum ratio of twenty-five and three-tenths (25.3) students per building.

Learning specialists will not be included in these ratios. If after the second (2nd) Friday staffing numbers exceed the ratio of twenty-five and three-tenths (25.3), adjustments may be made.

No regular class shall have more than twenty-four (24) students per session in kindergarten, or more than twenty-seven (27) students at grade one (1) through two (2), and twenty-eight (28) students at grades three (3), four (4) and five (5).

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

Section 62 – Middle Schools (Grades 6-8)

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

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

Section 63 – High Schools (Grades 9-12)

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

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

Section 64 – General and Overload Provisions

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

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

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

If the maximum ratio is exceeded at any level, adjustments may be made to, but not limited to, the following: building staffing, building duty schedules, reassignment of students, ParaEducator assistance, additional planning time, or other adjustments responsive to the class size overload.
If classroom space is not available to adequately house additional teachers, the President of Tacoma Education Association and the Assistant Superintendent of Human Resources/designee shall meet with the principal and the teacher to discuss alternatives including, but not limited to, the assignment of an additional .5 FTE certificated teacher to work directly with the teacher.

Other Elementary Provisions

If any elementary class size exceeds the contractual limits, the principal, Association representative, and impacted teacher(s) shall meet within five (5) days to determine the appropriate adjustment(s) from the following alternatives: additional full or part-time certificated staffing, reassignment of students, ParaEducator assistance, additional planning time, or other adjustments responsive to the class size overload, subject to approval by the Assistant Superintendent of Human Resources/designee. A recommended solution to resolve the overload shall be in place within (5) working days of this meeting. If the recommended solution is not acceptable to the employee, an appeal of the decision can be made through the peer review process set forth in Section 66. Employees who disagree with the peer review decision may appeal the decision to the Labor-Management Team.

Other Middle and High School Provisions

A classroom teacher may consent to exceed the maximum class and/or daily loads by completing the form "Waiver of Class Size Limits Grades 6-12" on or before the second (2nd) Friday of the semester or trimester.

When a middle or high school class/daily student load exceeds the maximums after the third (3rd) Friday or fifteenth (15th) day of the semester, whichever is later, one of the following will occur:

- A. The program supervisor shall meet with the principal, Association representative and impacted teacher(s) to determine an appropriate adjustment(s), as indicated above; or

- 1 B. The teacher must agree to sign a waiver which stipulates the number of students the
2 teacher agrees to accept above the contract limits within five (5) workdays of the
3 overload occurring.

4
5 All Career and Technical Education (CTE) classes will follow the individual class size and
6 overall caseload maximums. If CTE class size or overall caseloads are to be lower than the
7 individual class size the Director of CTE will submit this recommendation to the building
8 principal for approval prior to implementation (e.g. Wood Technology with a class size of
9 twenty-four (24) for safety issues).

10
11 For purposes of determining class size maximums and load, student assistants who have been
12 requested in writing by the teacher shall not be included in the counts.
13

14 **Section 65 – Special Education, and ESAs and Learning Specialists**

- 15
16 A. Educational Staff Associates (ESA) includes physical therapists, occupational therapists,
17 speech/language pathologists, psychologists, school nurses and guidance counselors.
18
19 B. Special education students shall be assigned to special education teachers as follows: No
20 special education class shall exceed twelve (12) students at a time except learning
21 resource classes, where no class may exceed sixteen (16) students at a time. For LRC
22 teachers in grades 6-12, the average number of students per period will not exceed twelve
23 (12). No LRC in grades K-5 will be assigned more than forty (40) students. If class size
24 exceeds the lid, adjustments may be made through rearrangement of building staffing,
25 reassignment of students, ParaEducator assistance at a ratio of two (2) hours per day for
26 each student exceeding the class lid, or the assignment of additional certificated staff.
27 Pre-school special education teachers will be assigned no more than twenty-five (25)
28 special education students per day.
29

30 These lids may be exceeded with the recommendation of the special education teacher(s)
31 in consultation with the building principal and designated program manager and the
32 approval of the Superintendent.
33

34 In the event of a reduction in staff, the class size and lids shall be increased proportionate
35 to the reduction in certificated special education teaching staff by classroom
36 classification.
37

38 Substitute ParaEducators shall be provided at the request of the teacher when his/her
39 regular ParaEducator cannot be present, subject to the availability of a qualified and
40 trained substitute. The District shall endeavor to maintain a pool of substitute
41 ParaEducators to serve students with disabilities. If there is no ParaEducator substitute
42 available and no other ParaEducator assigned, or available to be assigned to the special
43 education classroom for a second consecutive school day, the teacher shall be eligible for
44 stipend of \$60.00.
45

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

- 3
4 C. The District shall allocate special education and ESA staffing on a fair and equitable
5 basis, considering the handicap severity of students served, degree of itinerancy, direct
6 service responsibilities and total student load. Caseload information for all ESA staff
7 shall be made available to the Association by October 15 and monthly thereafter.

8
9 D. SUPPLEMENTAL CONDITIONS:

- 10
11 1. In the event of a certificated basic education teacher reduction, the *student/teacher
12 ratios and class size lids may be increased no more than the percentage of the
13 reduction in certificated basic education teachers from the prior school year.

14
15 In the event that the numbers of basic education certificated teachers are increased for
16 reasons other than an increase in student enrollment, the student/teacher ratios and
17 class size lids shall be reduced no less than the percentage of the increase in basic
18 education certificated teachers from the prior school year.

19
20 Prior to a staff reduction and to adjustments of student/teacher ratios and class lids,
21 the Association shall be provided with all relevant data as to the computation of
22 student/teacher ratios and/or lids.

- 23
24 2. Administrators will work to equalize teaching loads within subject(s)/grade level as a
25 factor when students are scheduled.

26
27 *For purposes of this Agreement, student/teacher ratios and class size lids shall be
28 determined based upon the budget adopted by the Board in August annually.

- 29
30 E. Each full-time elementary school Learning Resource Center (LRC) teacher shall be
31 allocated five (5) days per year, within the existing contract year, to assist with
32 administrative tasks related to the Special Education Department. Part-time elementary
33 LRC teachers will be provided with a pro-rata portion of days.

- 34
35 F. The District will provide two (2) workload assistance pools:

- 36
37 • One (1) in an amount equal to ten (10) days' release time per elementary LRC teacher
38 as established in the approved budget for the fiscal year, to support elementary
39 Learning Resource Center (LRC) teachers with the administrative
40 tasks/recordkeeping related to the Special Education Department. Support for part-
41 time elementary LRC teachers will be provided on a pro-rata basis.
42
43 • A second workload assistance pool in the amount of \$75,000 each year shall be
44 provided to support all special education teachers and ESAs to address unusual
45 workloads, including an unusually high or complex number of IEPs.
46

1 Requests for support shall be submitted to a Workload Relief Committee comprised of
2 the Executive Director for Student Services and the TEA President or designee.

3
4 Funds may be authorized for, but are not limited to, Extra Pay for Extra Work, substitute
5 time to release teachers, mentor support or additional ParaEducator time.

6
7 G. At each comprehensive secondary school the Special Education Department chair, or one
8 other member of the Special Education Department, shall be provided one additional
9 planning period per day to assist the department with administrative tasks related to the
10 Special Education Department.

11
12 H. Special Education staff will receive materials and supplies yearly as appropriate to
13 provide instruction identified on the IEP including consumable materials required by
14 student IEP. Special Education staff will be trained yearly on how to request materials.
15 If materials are not provided within two (2) weeks of a written request, a written
16 explanation for the delay along with a predicted timeline will be delivered.

17
18 I. Training provided to Basic Education staff will be offered to Special Education
19 certificated staff, with modifications when appropriate.

20
21 J. Building Student Review Team (SRT) meetings are held for no more than sixty (60)
22 minutes per meeting and attendance of those assigned to that building is required, along
23 with a general education representative, and any itinerant special education staff who can
24 attend depending upon the number of other schools assigned. Additional meetings may
25 be held at the discretion of the SRT. If a SRT meeting goes beyond the employee
26 workday, the employee(s), building administrator, and representative of the Special
27 Education Department will mutually decide if the employee(s) will be compensated as
28 provided in Section 47 or by redistributing before and after instructional day time to
29 provide meeting flexibility.

30
31 K. At each comprehensive secondary school the Special Education Department chair, or one
32 other member of the Special Education Department, shall be provided one additional
33 planning period per day to assist the department with administrative tasks related to the
34 Special Education Department.

35
36 L. Support for Testing Requirements

37
38 1. Special Education teachers will be assigned staff who will either substitute for them
39 in their class or provide the accommodations required by the IEP's of those students
40 taking state tests.

41
42 2. At least one (1) work day and one (1) optional day opportunity for obtaining the
43 mandatory training in this Subsection and Subsection 3 will be provided. The District
44 shall train and all Special Education teachers shall attend one of these trainings in the
45 allowable accommodations for each test.
46

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

Section 66 – Peer Review

1. In the event that a certificated employee has concern that his/her caseload/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 by filing with the Assistant Superintendent of Human Resources with copies to the Association and the employee's supervisor (Appendix VII).
2. The Peer Review Committee shall consist of the involved employee, the appropriate central office administrator, a Human Resources Department representative, an Association representative, the involved principal or designee, other personnel necessary to solve the problem(s), and at the request of the employee, another certificated colleague. The committee is to act as an intermediary agent to problem solve and examine concerns of inequitable workload.
3. On receipt of the request for Peer Review, the Association shall schedule a meeting of the Committee within seven (7) calendar days (timelines may be extended by mutual agreement). At the Peer meeting a timeline for resolution and/or response shall be agreed to by all the parties. Following the meeting the Association shall distribute to all committee members, with a copy to the Assistant Superintendent of Human Resources, a summary of the recommended resolution and/or response and timeline agreed to at the meeting. The Assistant Superintendent of Human Resources shall coordinate the District's response and shall respond in writing with the final outcome of the Peer Review to each member of the Peer Review Committee within five (5) business days of a final decision in the matter.
4. A pool of \$75,000 per year is available to fund solutions the District has concluded it can implement for inequitable workload situations analyzed in the peer review process.
5. The Peer Review 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.

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

10 **ARTICLE X – EMPLOYEE RIGHTS**

11 12 **Section 67 – Employee Contract**

13
14 Each employee employed by the Board shall be issued a Personnel Contract Agreement which
15 shall be in conformity with Washington State law.

16
17 The following statement shall be a part of the employee's Personnel Contract Agreement:

18 "This contract shall be subject to the terms and conditions of any agreement between the
19 District and the appropriate exclusive bargaining representative."
20

21
22 The types of employee contracts are as follows:

23 24 A. Continuing Contract (Appendix VIII):

- 25 1. Provisional Status – employee's contract will be pursuant to RCW 28A.405.220.
26 a. Provisional status employees shall be subject to nonrenewal of employment
27 contract during the first three years unless otherwise indicated by the
28 referenced RCW
29
30 b. In a non RIF Situation employees shall have access to the displacement pool
31
32 c. In a RIF situation
33 i. Provisional status employees who are in their first three (3) years of the
34 profession are the first laid off in a RIF situation unless the third (3rd) year
35 of the provisional status is waived by the Superintendent.
36 ii. Following a RIF if provisional status employees remain in the District
37 they shall have access to the displacement pool
38 2. Continuing status – employee's contract will be pursuant to RCW 28A.405.210.

39 40 B. Replacement Contract:

- 41
42 1. An employee with a Personnel Contract Agreement pursuant to RCW 28A.405.900.
43

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

Section 68 – Supplemental Contract

General Provisions:

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

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

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

1. When there is insufficient student participation to continue the assignment.
2. The District is not obligated to offer an extracurricular assignment to an employee who is transferred to another school.
3. An employee will not be continued in an extracurricular assignment if the assignment is not authorized. Such notification will state the reason(s) for the action. The District's decision shall not be made for arbitrary and capricious reasons.

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

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

1 C. School Librarians: School librarians shall be provided not less than five (5) days' work at
2 the end of the school year through released time or supplemental days or combination
3 thereof to complete library closure activities. These days do not count toward the limit
4 on release days requiring a substitute, unless a substitute is requested.
5

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

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

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

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

30 F. Senior Staff Opportunity: Certificated employees who give notice of their retirement on
31 or before the March 15 prior to their retirement date shall be eligible for two (2)
32 additional seven and one-half (7.5) hour days of work, at their per diem rate of pay, based
33 on the employee's placement on the base salary schedule, as mutually scheduled by the
34 employee and his/her principal/supervisor.
35

36 G. School Psychologists: School psychologists may work up to ten (10) supplemental per
37 diem, based on the employee's placement on the combined salary schedule (base +
38 personal responsible stipend), days in support of their assignments annually. The days
39 shall be scheduled in cooperation with the psychologist's supervisor and must be worked
40 during vacation periods, weekends, and/or other non-student days.
41

42 **Section 69 – Teachers on Special Assignment**

43
44 Teachers on Special Assignment (TOSAs) include, but are not limited to, positions such as
45 deans, instructional facilitators, and instructional coaches. TOSAs may be released from part or
46 all of their classroom teaching duties to support students and staff.

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

4
5 TOSAs will remain in the TEA bargaining unit and shall be prohibited from participating in the
6 evaluation and/or assessment of other members of the bargaining unit. Information about the
7 performance of individual members of the bargaining unit which is obtained through or by any
8 TOSA shall not be used in the evaluation of any member or members of the bargaining unit. The
9 District shall consult with TEA before assigning a TOSA to an administrative position in any
10 building to which they were assigned in the previous year.

11
12 TEA and TPS will review guidelines for the selection and deployment of facilitators on an
13 annual basis.

15 **Section 70 – Personnel Files**

16
17 A. The District personnel files on any employee in the possession of the District shall be
18 subject to review at reasonable times by the employee.

19
20 B. Principal/Supervisor working files

21
22 Any file kept by the principal/supervisor on an employee is considered a working file.
23 Employees shall be able to review their working file upon request. An employee may
24 request the deletion of a document from their working file at any time. If the supervisor
25 refuses, then the employee may file an appeal to the Assistant Superintendent of Human
26 Resources.

27
28 C. Any critical written matter or any commendatory items shall be shared with the employee
29 prior to its inclusion in the District personnel file and shall be signed or initialed by the
30 employee as proof of knowledge of its entry. Any complaint not signed by the employee
31 cannot be used for either investigative or disciplinary files.

32
33 D. Materials reviewed by an employee and judged by the employee to be derogatory to
34 his/her service, character, or personality may be answered and/or refuted by the employee
35 in writing. Such written response shall be permanently attached to said materials and
36 shall become a part of his/her District personnel file.

37
38 E. If a disciplinary document has been in an employee's personnel file for at least three (3)
39 years, at the employee's request the document shall be removed from the personnel file.
40 The Assistant Superintendent's decision will be rendered in writing.

41
42 F. Copies or records of grievances filed by an employee shall not be entered into the District
43 personnel file.

Section 71 – Cause

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

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

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

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

Section 72 – Equitable Treatment

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

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

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

Section 73 – Harassment

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

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

Section 74 – Staff Diversity Plan

The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with federal and state law.

Recommendations for changes in the plan may be made by the Association. Copies of the Staff Diversity Plan shall be kept on file in each school and shall be available to employees upon request from the Director of Equity and Achievement.

ARTICLE XI – EVALUATION AND PROBATION

Section 75 – Observation and Evaluation Procedures

- A. Philosophy of Evaluation: Tacoma Public Schools and the Tacoma Education Association believe that evaluation is a collaborative, supportive, and continuous process meant to improve learning and instruction while enhancing job proficiency. To this end, teachers who achieve Level Four (4), Distinguished will be recognized by both the Association and the District.
- B. General Provisions:
1. All employees will be evaluated yearly.
 2. Evaluator: Employees shall be notified by November 1 by the administration as to who is responsible for their evaluation.
 3. TEA bargaining unit members shall be prohibited from participating in the evaluation of other members of the bargaining unit. Information about the performance of individual members of the bargaining unit obtained through or by a member of the same bargaining unit shall not be used in the evaluation of any member(s) of the bargaining unit.
 4. A general staff meeting shall be scheduled prior to the beginning of formal observations in order to acquaint staff with the process to be followed and answer questions pertaining to the format for the observations, evaluations, and the pre- and post-conferences.
 5. A reassignment to a different grade level (P-K, 1-3, 4-5, 6-8, or 9-12) or subject area, or a transfer to a different building shall be noted on the evaluation record for the first (1st) two (2) years. If an employee is assigned to an area other than that of his/her

- professional preparation, it may be indicated by the teacher/educational staff associate on the evaluation record during the pre-conference.
6. All unsatisfactory and basic evaluation ratings (Levels 1 or 2) shall be explained in writing by the evaluator at the time of the final evaluation meeting.
7. Yearly evaluations of each employee shall be completed no later than May 15.
8. Comprehensive evaluation will be used under the following circumstances:
- A provisional employee shall be evaluated on the comprehensive process.
 - The comprehensive evaluation process shall be followed at least once every four (4) years.
 - An employee may require that the comprehensive evaluation process be conducted in any given school year.
 - An evaluator may require that the comprehensive evaluation process be conducted in any given school year. If the employee's and evaluator's choice of evaluation process are in conflict, the comprehensive process shall be used.
 - Classroom teachers who have scored at Levels 1 or 2 will be placed on the comprehensive plan.
9. Focused evaluation will be used under the following circumstances:
- Classroom teachers who have scored at Levels 3 or 4 on their annual evaluation and are not scheduled for a comprehensive evaluation on the four (4) year cycle.
 - Non-provisional classroom teachers will be evaluated on the focused plan three (3) years out of four (4), unless the evaluator initiates a move to the comprehensive evaluation.
10. The focused evaluation process shall be as follows:
- One of the eight state evaluation criteria must be proposed by the teacher at the first pre-observation conference and approved by the evaluator.
 - If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth components in criterion 3 or 6. If the employee chooses 3, 6, or 8, no other criteria are required.
 - The score received on the selected criterion is the score assigned as the final summative score.
 - A group of teachers may choose to collaborate on a shared goal.
 - Observations and conferences shall follow the guidelines set forth in the comprehensive evaluation process.
11. For non-provisional employees, the evaluation rotation schedule for the term of this contract shall be contained in the appendices (Appendix XI).
12. If the principal wishes to place the employee on the comprehensive evaluation process when the employee is eligible for the focused evaluation process, the

principal and the employee shall meet to discuss the reasons for placement on the comprehensive evaluation process. A TEA representative may be included at the employee's request.

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

C. Observation and Evaluation Forms:

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

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 learning targets aligned with the state criteria and instructional framework.
2. All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes. Observation material must be completed and distributed following the procedures prescribed in C(2) of this section.
3. Third (3rd) year provisional employees will be observed three (3) times during the school year for no less than a total of ninety (90) minutes (RCW 28A.405.100).
4. In addition to the formal observation(s) required herein, the evaluator may make formal observations at any time during the school year, providing the employee has been notified prior to the observation. Observation notes shall be completed following

each formal observation. Evaluators are expected to monitor the performance of staff through formal and informal observations. Evaluators are expected to give prompt feedback on examples of good teaching, as well as performance issues of concern, regardless of the circumstances in which the issues arose.

5. Employees may provide additional artifacts and evidence for consideration as part of the evaluation process.
6. During the school year each employee shall be observed for the purpose of annual evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes.
7. A series of observations must be completed within a period of six (6) work days.
8. Within three (3) work days, observation notes shall be provided to the employee per RCW 28A.405.100.
9. Within six (6) work days of the completion of an observation or series of observations, a post-observation conference must be held to share perceptions and identify avenues for continued growth.
10. Non-classroom-based certificated instructional staff and ESAs may continue to use the long or short evaluation processes until the parties mutually agree that appropriate evaluation processes are ready for implementation for these professionals. 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. Summative Evaluation:

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

Section 76 – Probation Procedure

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

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

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

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

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

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

- A. The employee may be placed on probation by the Superintendent any time after October 15 for a period of sixty (60) school days and shall be notified in writing of stated areas of deficiencies, along with recommendations for improvement. During the period of probation, the employee may not be transferred from the supervision of original evaluator.
- B. The original evaluator and an evaluator appointed by the District and agreed to by the Association shall meet with the employee at least twice per month to supervise and make written evaluation of progress of the employee.
- C. The probationary status may be lifted at any time if satisfactory improvement of stated deficiencies has been documented but no later than May 15 of each school year.

- 1 D. Immediately following the completion of a probationary period that does not produce
2 performance changes detailed in the initial notice of deficiencies and improvement
3 program, the employee may be removed from his/her assignment and placed into an
4 alternative assignment for the remainder of the school year or, at the District's option, be
5 placed on paid leave for the balance of the contract term. This reassignment may not
6 displace another employee, nor may the District's action adversely affect the
7 probationary employee's compensation or benefits for the remainder of the employee's
8 contract year.
9

10 **ARTICLE XII – ASSIGNMENT AND TRANSFER**

11
12

13 The provisions of this Article may be superseded by the rights of employees affected by
14 provisions of Article XIII Layoff and Recall.
15

16 **Section 77 – Terms**

17

- 18 A. "Assignment" means the specific position within a building or program that a staff
19 member holds for a school year.
20
- 21 B. "Displacement" means the transfer of a Tacoma Public Schools (TPS) staff member due
22 to a loss of building FTE or a reduction in building/program/categorical allocation.
23 Displaced persons will retain their continuing contract status, pay and benefits.
24
- 25 C. "Open position" is a vacant position, not occupied by an incumbent, for which the site
26 administrator has submitted an Open Position Announcement and which the District
27 intends to fill.
28
- 29 D. "Placement" means the appointment of an employee by the Human Resources
30 Department to a position within the bargaining unit.
31
- 32 E. "Position" means the building(s), the grade(s) or department(s), the core(s), team(s),
33 and/or subject(s), and any specialty such as, but not limited to, special education,
34 counselor, and librarian, Title I, elementary music, and elementary physical education.
35
- 36 F. "Qualified" An employee shall be qualified for a position as set forth in Chapter 181-82
37 WAC.
38
- 39 G. "Reassignment" means a voluntary or involuntary change in assignment within a building
40 or a program by the appropriate administrator.
41
- 42 H. "Transfer" means a voluntary change from an employee's current position to an open
43 position in a different building.
44

- 1 I. “Involuntary transfer” means a change not initiated by an employee from an employee’s
2 current position to a placement into an open position in a different building.
3

4 **Section 78 – New School Year Assignments**

5

- 6 A. On or before April 15 of each year that staffing changes are anticipated, each principal or
7 program administrator shall distribute an assignment preference form to each employee at
8 a school/program, for the purpose of determining each employee’s first, second and third
9 preference for assignment for the following year. Employees shall have at least five (5)
10 work days to return the form.
11
- 12 B. Principals or program administrators may involve staff members in determining general
13 assignment or deployment schedules for the upcoming school year, and such teams may
14 create an initial assignment or deployment schedule based on employee preferences.
15 However the final assignment or deployment schedule is the responsibility of the
16 principal or program administrator. If it becomes necessary to make reassignments due to
17 staffing or student enrollment changes or other building needs, the principal or program
18 administrator will make those assignment decisions based on individual qualifications
19 and/or preferences.
20
- 21 C. Before assigning or deploying an employee to a position other than one (1) of the
22 preferences selected by the employee, or if the assignment preference form was not
23 distributed to employees and an employee’s assignment or deployment is to be changed,
24 the principal/program administrator will first call a meeting of affected employees to
25 examine options. This step is not necessary if an employee did not submit a preference
26 form.
27
- 28 D. Employees shall be notified of their final teaching and room assignments as soon as
29 possible, but no later than the Friday before the last day of school. If a change is made
30 subsequent to the final notice, the employee affected by the change will be notified of the
31 change and the reason as soon as possible.
32
- 33 E. Upon request, the principal/program director will meet with an employee or employees
34 whose assignment(s) have been changed to discuss the reasons for the change(s).
35
- 36 F. Every effort shall be made to avoid requiring a secondary school teacher to teach more
37 than two (2) subject areas or more than three (3) preparations.
38
- 39 G. Tentative initial deployment of ESA staff and itinerant employees shall be completed by
40 the Friday before the last day of school annually for the following school year with
41 adjustments due to changes in student placement, academic and behavioral characteristics
42 of students, related service needs, and program location by October 10 annually. In
43 unforeseen circumstances where an extension is necessary the District will notify the
44 Association with the rationale and a new deadline will be established.
45

- 1 H. Every effort should be made by the District or building principals to assure that no staff
2 member is reassigned in two consecutive years. When this is not possible and the District
3 reassigns an employee more than once in two (2) consecutive years, the Principal and the
4 teacher shall agree upon a plan of support, including but not limited to, training, release
5 time, financial support and resources for moving classrooms. Should the Principal and the
6 teacher be unable to agree on a plan, the District and the Association will be available to
7 assist. For purposes of this paragraph, reassignment shall mean reassignment by grade
8 level in elementary and content area in secondary.
9

10 11 **Section 79 – General Procedure for Open Positions**

12
13 For positions which are open, the following apply:

- 14
15 A. Successful applicants for open positions shall be assigned in accordance with the
16 certification they hold as described by current state regulations.
17
18 B. Staff will participate in the staffing process by assisting in the preparation of position
19 postings, participating in interviews and making recommendations. The principal will
20 have the responsibility to make the final recommendation to Human Resources.
21
22 C. The District and Association will review all open positions. Postings shall include the
23 reason for the vacancy.
24
25 D. The District will post all positions (by specific job title and duties, specific building
26 locations, specific open and targeted closing dates, and specific contract type) on the
27 District website.
28
29 E. An employee interested in transferring to an open position must complete the online
30 application process on the District website. Employees may indicate their preferred
31 grade levels and buildings on their application. This form will be logged in by date and
32 time, which will be certified by the Human Resources Department.
33
34 F. An open position will be filled within fifteen (15) work days of the establishment of the
35 interview pool unless a waiver is obtained from the Association and District.
36
37 G. The Association may request an appeal in writing to the Assistant Superintendent of
38 Human Resources, to seek clarification regarding the qualification criteria for any open
39 positions. No posted position shall be filled if such an appeal has been filed until such
40 time as the appeal has been resolved.
41

42 In the event that the District and Association cannot reach agreement regarding the
43 qualification criteria, the District may fill the position on a temporary basis or may revise
44 the qualification criteria and re-advertise the position.
45

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

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

- 12 1. The three (3) most senior applicants defined by the collective bargaining
13 agreement, and
14
- 15 2. One qualified applicant from the displacement pool and,
16
- 17 3. An applicant of the District's choice, which could include the temporary
18 incumbent, if applicable (a person presently in the position that was filled
19 after the school year began).
20

21 Four (4) out of the five (5) interview candidates shall be internal applicants.
22 In the event there are a fewer number of qualified internal candidates in any of the above
23 categories, and fewer than five (5) total, the District may proceed to fill the positions.
24

25 A good faith effort will be made to place qualified displaced employees before looking to
26 external candidates.
27

28 J. Upon completion of the interview process, the principal will recommend an applicant for
29 the open position to the Human Resources Department.
30

31 K. The successful applicant for an open position shall have two (2) days to accept or reject
32 the position. Once an employee accepts a position, said employee may not apply for
33 another open position effective that same school year. Positions obtained under Section
34 82, Displaced Employees, are not restricted by this paragraph.
35

36 L. The Human Resources Department, in consultation with the appropriate administrator
37 and the employee, will establish the beginning date for the position. Positions opened
38 after October 1 will be filled by a long-term substitute or employee on a replacement
39 contract until the next September, when the successful applicant will begin.
40

41 M. All employees who are interviewed for an open position will be notified by the Human
42 Resources Department within five (5) work days after the open position has been filled.
43 Such notification shall include the name of the employee selected and the factors which
44 led to the selection.
45

- 1 N. On request, the most senior applicant(s) not selected for a position will be notified of the
2 specific reasons in writing. Additionally if an external candidate is hired over an internal
3 candidate the District will notify the Association of the rationale.
4

5 **Section 80 – Timeline Procedures for Filling Positions**

6

7 The District will fill open positions occurring at the following times as described below:
8

- 9 A. Outside the staffing season will run June 21 through February 28. Outside the staffing
10 season positions should be filled using the process in Section 79 (I).
11
- 12 B. The staffing season will run March 1 through June 20. During the staffing season
13 positions should be filled using the following process:
14
- 15 1. The Human Resources Department will notify the appropriate administrator of the
16 names of the following qualified (those individuals having appropriate endorsements
17 and meeting highly qualified standards where required by the District in accordance
18 with federal and state requirements or with a plan approved by the Assistant
19 Superintendent of Human Resources to achieve highly qualified status) applicants for
20 an interview:
21
- 22 a. The two (2) most senior applicants defined by the collective bargaining
23 agreement and
24 b. Two (2) qualified applicants from the displacement pool and
25 c. An internal applicant of the District's choice, which could include the
26 temporary incumbent,
27 d. if applicable (a person presently in the position that was filled after the school
28 year began)
29

30 The exception to (1c) is that in hard-to-fill positions (referenced in Section 21 (D 2) the
31 District's choice may include external candidates.
32

33 In the event there are a fewer number of qualified internal candidates in any of the above
34 categories, and fewer than five (5) total, the District may seek external candidates to fill
35 the positions.
36

- 37 C. Once forty percent (40%) of the displaced persons are placed, the open positions may be
38 filled in accordance with Section 79 (I).
39

40 **Section 81 – Supplemental Conditions:**

41

- 42 A. The District may fill up to five (5) open positions per year based upon extracurricular
43 assignments. Such positions shall be posted pursuant to Section 79, General Procedures
44 for Open Positions, by listing the extracurricular assignment as the open position; such
45 positions shall include full time teaching assignments at the same school.
46

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

- 3
4 B. The provisions of this Article shall not be applicable to positions arising after application
5 of Article XIII, Layoff and Recall, of this Agreement.
6

7 **Section 82 – Displacement**

- 8
9 A. Displacement means the transfer of a Tacoma Public Schools (TPS) staff member due to
10 a loss of building FTE or a reduction in building/program/categorical allocation.
11 Displaced persons will retain their continuing contract status, pay and benefits.
12
13 B. Displacements shall not be made arbitrarily or capriciously but will be based on staffing
14 needs.
15
16 C. By October 15 of each school year each site shall determine their displacement
17 committee. This committee shall be comprised of the current principal, one (1) Tacoma
18 Education Association (TEA) Building Representative chosen by the TEA members in
19 the building and one (1) Site-Centered Decision Making (SCDM) Chair chosen by the
20 staff.
21
22 D. Each site shall define a mission statement. In addition, sites shall also define any SCDM
23 approved initiatives and/or site-wide common agreements. A written copy of the mission
24 statement and SCDM approved initiatives and/or common agreements shall be shared
25 with the staff, the District and the Tacoma Education Association by October 15. The
26 mission statement, SCDM approved initiatives and/or common agreements defined by
27 the October 15 date govern the information reflected in the self-report.
28
29 E. By October 15 of each school year, staff will be notified of the District approved staffing
30 categories applicable to their site. Staff will then self-select the staffing category that best
31 reflects their current assignment, and for teachers, the area or areas in which they have
32 attained highly qualified status in the manner required under the Elementary and
33 Secondary Education Act of 2001 and the Individuals with Disabilities Education Act, as
34 amended by the Individuals with Disabilities Education Improvement Act of 2004. In
35 addition, employees shall possess an appropriate valid Washington state teaching
36 certificate which authorizes them to teach at the appropriate level as per Chapter 181–82
37 WAC. For the duration of this agreement, the District staffing categories are outlined
38 below.
39

40 Changes in District staffing categories must be agreed upon by the TPS/TEA Labor
41 Management Committee before implementation.
42

- 43 1. Elementary staffing categories shall be:
44 i. Primary (K-2)
45 ii. Intermediate (3-5)
46 iii. Special Education

2. Middle and High School staffing categories shall be:
 - i. Science
 - ii. Math
 - iii. Language Arts
 - iv. Social Studies
 - v. Humanities
 - vi. Electives by category
 - vii. CTE by category
 - viii. Special Education
 - ix. Physical Education/Health
 - x. Counselor
 - xi. Teacher Librarian
 - xii. Reading
 3. District deployed staff including: psychologists, nurses, speech language pathologists, physical therapists, occupational therapists, elementary librarians, elementary counselors, elementary physical education teachers, elementary music teachers, English Language Learners (ELL) teachers, instructional coaches, deans, instructional facilitators, and other areas of special certification shall continue to be deployed based on District demographics.
- F. During September building level staff meetings, or no later than October 15 of each year, staff self-report forms (Appendix XII) will be disseminated and reviewed. Each individual staff member, with the exception of District-deployed categories as listed in Section 82.E.3, is responsible for completing this form. The displacement process timeline shall be determined by the Labor-Management Committee annually and will be posted online.
1. The self-report forms must be submitted to the principal or appropriate supervisor by the determined due date.
 2. Self-report forms will be scored by the displacement committee using the self-report rubric (Appendix XIII). Seniority will be the tie breaker in instances where the scores are equal.
 3. If a staff member has completed a self-report that reflects an assignment that is outside of their scope of licensure or endorsement, and/or that reflects an assignment in which they do not hold highly qualified status, that self-report will result in a score of zero (0) and a waiver of the individual's seniority for the purposes of displacement decisions.
 4. Failure of any individual staff member to submit a self-report by the determined due date will result in a score of zero (0) and a waiver of the individual's seniority for the purposes of displacement decisions.

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5. In the event that a member of the scoring committee is included in the staffing category subject to displacement, that member shall recuse him/herself. In such an instance, the alternate SCDM representative shall be elected by the staff; the alternate TEA representative shall be elected by the site membership.
 - G. Written notification of displacement shall be provided to impacted staff prior to May 15. For staff subject to displacement after May 15, employees shall receive written notice as soon as reasonably possible.
 - H. Persons on probation in accordance with Section 76 in the current collective bargaining agreement shall not be subject to displacement.
 - I. Challenges to the process may be appealed to the TEA Employee Rights Commission within five (5) working days of the notice of displacement.
 1. If there is a challenge there shall be one (1) review of the entire displacement category.
 2. The request shall be made in writing to the TEA representative on the displacement committee.
 3. The TEA representative on the displacement committee will notify the chair of the Employee Rights Commission of the request for appeal and will submit all self-report forms and corresponding scoring narratives (Appendix XIV) for the staffing category under consideration with the names redacted.
 4. The Employee Rights Commission shall convene within five (5) working days of the notice of appeal to review the scores. No member of the Employee Rights Commission may sit on an appeal from his/her own building.
 5. The Employee Rights Commission shall limit their review to the self-report form and scoring narrative.
 6. The Employee Rights Commission shall be charged with rescoring, if necessary, all submitted self-report forms for the purpose of making the final determination of displacement within three (3) working days of convening.
 7. The Chair of the Employee Rights Commission shall notify the building principal or appropriate Program supervisor and the Assistant Superintendent of Human Resources of the decision. The administrator shall inform the affected employees within one (1) working day.
 8. The final determination of the Employee Rights Commission is not subject to the grievance process. The results are final and binding.

1 J. Displacement Meeting

- 2
- 3 1. The Association and the District shall annually conduct a meeting for all
- 4 displaced employees to review their rights, review the process for being
- 5 placed, and answer questions.
- 6
- 7 2. All known vacancies for the coming school year shall be advertised and
- 8 offered to displaced employees in accordance with Article XII.
- 9
- 10 3. Displaced staff without an assignment by August 15 will be placed by the
- 11 District.
- 12
- 13

- 14 K. The displacement process does not apply to fall staffing adjustments. In the event staffing
- 15 adjustments are required in the fall, TPS administrators shall utilize the reassignment
- 16 process with input from TEA.
- 17

18 An employee who has been displaced shall have the right to return to his/her former

19 position if reinstated for a period of twenty-four (24) months from the last day of the

20 school year during which he/she was displaced. If and when the employees' former

21 position becomes open, the District shall offer the position to the employee. The

22 employee then will have forty-eight (48) hours in which to accept or decline the position.

23 In the event that the employee opts not to return to his/her former position, the employee

24 will only be considered for subsequent openings consistent with the applicable

25 Assignment and Transfer provisions, Article XII, of the Collective Bargaining

26 Agreement.

27

28 The employee may also at his/her option be assigned to an open position for which the

29 employee is qualified at the same school or work site for a period of twenty-four (24)

30 months following the displacement. In the event that the employee opts for an open

31 position for which he/she is qualified, the employee retains the right to his/her former

32 position, if reinstated, during the twenty-four (24) month period. Employees with return

33 rights will automatically be placed in the hiring pool with a preference for the site and

34 position for which they have return rights while their return rights remain in effect.

35

36 **Section 83 –Involuntary Transfer**

37

- 38 A. “Involuntary transfer” means a change not initiated by an employee from an employee’s
- 39 current position to a placement into an open position in a different building.
- 40
- 41 B. Involuntary transfers will not be made arbitrarily or capriciously.
- 42
- 43 C. An involuntary transfer may be made in case of categorical funding requirements,
- 44 unforeseen school closure in whole or in part, change in enrollment (course, grade level
- 45 or school), reorganization at Central Administration Building, building/program needs,

1 major program changes, or in an emergency situation. The District shall meet with the
2 Association prior to an involuntary transfer.

3
4 D. Any staff member identified as an involuntary transfer shall not have right of return to
5 his/her former position or school site and shall be assigned a new placement.

6
7 E. Any employee who has been involuntarily transferred and is not satisfied with his/her
8 new placement, may apply for open positions pursuant to Article XII.
9

10 **Section 84 – School Closures, Changes in School Attendance**
11 **Boundaries or Grade Level Reorganizations between More than**
12 **One (1) Site**
13

14 A. In the event of school closures, boundary changes or grade level reorganization between
15 more than one site, employees will be selected for displacement pursuant to Section 82,
16 Displacement, where applicable. In the event that this section does not apply, the Labor
17 Management Committee will meet on a case-by-case basis.
18

19 B. Employees subject to displacement shall be notified in writing within ten (10) work days
20 following action by the School Board. Such notification will be no later than May 1
21 except in an emergency. Notice will include a list of all schools affected by the Board
22 action and all probable staffing needs at those schools receiving students.
23

24 C. All position openings made available by the Board action will be provided to displaced
25 employees in affected school(s)/site(s) for five (5) workdays.
26

27 D. It is the responsibility of designated displaced employees to apply for open positions for
28 which they are interested and qualified at the sites receiving students pursuant to the
29 Board action.
30

31 E. Qualified employees (those individuals having appropriate endorsements and meeting
32 highly qualified standards) making application will be considered for open or newly
33 created positions at the affected sites. In the event a position is desired by more than one
34 (1) displaced employee, the principals, assisted by appropriate staff, will select the most
35 senior applicant or interview and recommend from the three (3) most senior applicants
36 and an internal applicant of the District's choice as defined by the Collective Bargaining
37 Agreement.
38

39 F. Displaced employees not selected for open positions at receiving schools shall be subject
40 to displacement as set forth in Section 82.
41

42 G. Available positions for which no displaced employees apply shall be posted and filled in
43 accordance with Section 79, General Procedures for open positions.
44

Section 85 – Opening/Reopening a New School

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

- A. The Superintendent shall place on file in the Human Resources Office the proposed organizational plan of the school as soon it is available but no later than March 1.
- B. The organizational plan shall set forth the number of positions at the new site together with required qualifications for each position.
- C. Once a principal has been named by the Superintendent, he or she shall establish a core team comprised of current employees selected from the District at large. The core team shall engage in such preparations as needed including the selection of remaining employees to fill available positions as set forth herein.
- D. All other positions made available by the newly opened school will be made available first to displaced employees from the school(s)/site(s) transferring students to the new school as set forth in Section 84.
- E. Available positions for which no displaced employees apply shall be posted and filled in accordance with Section 79.

ARTICLE XIII – LAYOFF AND RECALL

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

Section 86 – Selection of Staffing Categories for Layoff and Recall

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

Section 87 – Staffing Categories for Layoff and Recall

- A. Teaching Staff - Elementary Level (K-5):
 1. Certification: An employee shall possess an appropriate valid Washington state teaching certificate other than a temporary or emergency certificate that authorizes the holder thereof to teach at the elementary level, as per Chapter 181-82 WAC.

- 1
2 2. Preference for a position of librarian or media specialist will be given to an employee
3 who has successfully completed a program in library/media science or who is in the
4 process of taking/completing such a program.
5

6 B. Teaching Staff Middle and High School Levels (6-8; 9-12):
7

8 Certification: An employee shall possess an appropriate valid Washington State
9 teaching certificate, other than a temporary or emergency certificate, that authorizes
10 the holder thereof to teach at the secondary level in identified subject areas, as per
11 Chapter 181–82 WAC.
12

13 C. Education Support Associates (Preschool-12):
14

- 15 1. Definition: The Education Support Associates (ESAs) shall include psychologists,
16 counselors, nurses, speech language pathologists, physical therapists, occupational
17 therapists, librarians and other areas of special certification.
18
19 2. Certification: An employee shall possess the special credential or certificate and
20 highly qualified status required for the particular position, as per Chapter 181–82
21 WAC.
22

23 D. Special Education Staff (Preschool-12):
24

25 Definition: The special education staff shall include teachers of special education and
26 other areas of special certification. An employee must satisfy the qualification
27 criteria for the position required by Chapter 181–82 WAC.
28

29 **Section 88 – Tie Breakers**
30

- 31 A. Seniority Tie Breaker: When more than one (1) employee qualifies for a position in a
32 staffing category, the employee with the most seniority shall receive the position.
33 Seniority shall be as defined in Section 1.
34
35 B. Preparation Tie Breaker: If two (2) or more employees are tied after applying the
36 seniority tie breaker, then the employee with the greatest number of credits recorded in
37 the Human Resources Department as of October 1 of the current school year shall receive
38 the position.
39
40 C. Final Tie Breaker: If two (2) or more employees are still identical after applying the tie
41 breakers A and B, then layoff shall be by lot.

Section 89 – Layoff

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

Section 90 – Recall

- A. As positions become available, the District shall reinstate qualified individuals from the layoff pool, using the criteria specified above in Sections 88 and 89.
- B. The District may hire new employees only where there is no individual in the layoff pool who meets the certification, endorsement and highly qualified standards specified for the available position.
- C. Individuals who obtain additional certification, qualifications, highly qualified status (where applicable), or college preparation while in the layoff pool shall be entitled to update their records with the Human Resources Department. An individual in the layoff pool may change his/her designation of categories during the first (1st) week in December of each year. In filling a vacancy, the most recent category designation and certification, qualification, highly qualified status (where applicable), and college preparation information on file in the Human Resources Department shall be determinative.
- D. An individual in the layoff pool shall have twenty-four (24) hours to respond following actual notice by telephone, other electronic media, in person, or in writing of an offer of recall. If the individual fails to respond, his/her name shall be passed over for the

1 position. If the individual fails to respond a second (2nd) time to an offer of recall,
2 his/her name shall be placed at the bottom of the seniority list for the layoff pool in the
3 categories designated.
4

5 E. An individual in the layoff pool shall have the right to reject one (1) offer of recall. If an
6 individual in the layoff pool rejects a second (2nd) offer of recall, his/her name shall be
7 placed at the bottom of the seniority lists for the layoff pool in the categories designated.
8

9 F. Where a position offered for recall has been rejected by all of the qualified individuals in
10 the layoff pool, the District shall assign the position to the qualified individual holding
11 the lowest position on the appropriate seniority list. Failure to accept such assignment
12 shall constitute forfeiture of all recall rights.
13

14 G. The District will notify the Association, in writing, of all employment offers made to
15 individuals in the layoff pool and the final outcome of such offers.
16

17 **Section 91 – Involuntary Transfer Following Layoff**

18

19 A. In completing staff assignments for the school year in which a reduction-in-force
20 occurred, the District will attempt to maintain each employee who is retained in his/her
21 current school or field or level or position; provided, however, that all employees retained
22 are subject to involuntary transfer within their certification and endorsements.
23

24 B. All authorized positions not held by an incumbent, after application of the criteria, shall
25 be deemed vacant and shall be posted for a period of five (5) days for filling from the
26 retained employees.
27

28 C. At the expiration of the posting period, all applicants among the retained employees shall
29 be considered for the positions for which they applied within the staffing categories
30 previously chosen.
31

32 **ARTICLE XIV – GRIEVANCE PROCEDURE**

33
34

35 **Section 92 – Definition**

36

37 A grievance is a claim based upon an alleged violation of this Agreement, written District
38 policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an
39 employee by an administrator.
40

41 **Section 93 – Procedure**

42

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

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

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

Level I

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

Level II

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

Level III

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

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

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

1 **Level IV**

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

7

8 **Employee/Association Option**

9

10 At the employee's option, a grievance may be submitted in writing to the Board prior to a

11 request for arbitration, if the aggrieved employee is not satisfied with the disposition of

12 the grievance at Level III, or if no decision has been rendered within five (5) business

13 days after the meeting with the Superintendent designee.

14

15 The President of the Board shall review the grievance appeal and shall determine whether

16 or not a Board level grievance appeal shall be held. If the Board level grievance appeal is

17 not held, the President of the Board shall reply to the grievant in writing within five (5)

18 days.

19

- 20 B. The Association may, within ten (10) business days after the receipt of the request for
- 21 arbitration, submit the grievance to arbitration by so notifying the Superintendent;
- 22 provided, however, that only those grievances based upon an alleged violation of this
- 23 Agreement shall be subject to arbitration. If the grievance is submitted to the Board, the
- 24 Association's time limit for requesting arbitration is suspended until the Board action is
- 25 completed. If a particular grievance is based upon an alleged violation of this Agreement
- 26 and unfair and inequitable treatment, then only that portion based upon the alleged
- 27 violation of this Agreement shall be subject to arbitration.
- 28
- 29 C. The Association may request a list of arbitrators from the Federal Mediation and
- 30 Conciliation Service. The District and the Association will select an arbitrator by
- 31 alternately striking names from the list until an arbitrator is determined. As an
- 32 alternative, the Association may submit the grievance to arbitration through the American
- 33 Arbitration Association (AAA). If the AAA is used, the parties will be bound by the
- 34 voluntary rules and procedures of the AAA for the selection of the arbitrator.
- 35
- 36 D. The arbitrator shall confer promptly with the representatives of the Board and of the
- 37 Association, review the record of prior meetings and hold such further hearings as
- 38 deemed necessary.
- 39
- 40 E. The arbitrator will have authority to hold hearings and make procedural rules. Findings
- 41 will be issued within a reasonable time after the date of the close of the hearings or, if
- 42 oral hearings have been waived, from the date the final statement and evidence are
- 43 submitted to the arbitrator.
- 44
- 45 F. The arbitrator's findings shall be submitted in writing as soon as possible to the Board
- 46 and to the Association and shall set forth findings of fact, reasoning and conclusions on

1 the issues submitted. The arbitrator's decision shall be consistent with existing statutes
2 and shall be binding on both parties.

3
4 G. Any costs for the services of the arbitrator shall be shared equally by the District and the
5 Association.

6
7 H. Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing
8 shall be paid by the party who initiates the cancellation or the postponement, unless the
9 District and the Association mutually agree to other arrangements in reaching a
10 settlement to the grievance.
11

12 **Section 94 – Supplemental Conditions**

13
14
15 A. Exclusive representation for a grievant shall be through the Association except for an
16 employee who may elect self-representation.

17
18 B. There shall be no reprisal by the Association, the District or its employees by reason of
19 the involvement of any person in the grievance procedure.

20
21 C. Nothing herein contained shall be construed as limiting the right of any employee having
22 a grievance to discuss the matter informally with an appropriate member of the
23 administration.

24
25 D. A grievance may be lodged by the Association.

26
27 E. Certain grievances which are not under the jurisdiction of the immediate administrative
28 supervisor and are based upon administrative action taken by an administrator other than
29 the immediate administrative supervisor shall be initiated at Level III of the grievance
30 procedure. A copy of the grievance shall be provided to the immediate supervisor.

31
32 F. For certificated employee grievances, the arbitrator shall have no power or authority to
33 rule on any of the following:

- 34
35 1. The termination of services of or failure to re employ any provisional employee.
36 2. The termination of services or failure to re employ any employee to a position on
37 supplemental salary schedules.
38 3. Any matter involving employee probation procedures, discharge, nonrenewal,
39 adverse effect or reduction in force.

40
41 G. Upon request, the Board agrees to provide necessary information to a designated
42 representative of the Association.

AGREEMENT

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

For Tacoma School District No. 10



Kurt Miller, President,
Board of Directors

8/28/2014
Date

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



Angela Morton, President,
Tacoma Education Association

8/28/14
Date

Memorandum of Understanding regarding Extended day positions

The purpose of this memorandum is to commemorate in writing the agreement between the Tacoma School District (District) and the Tacoma Education Association (Union).

The District and the Union agree to the following:

- Section 24. C of the Collective Bargaining Agreement will be amended as follows: "...Generally if the extra work assignment is a continuation of the employee's full, regular work beyond the school day or year, the appropriate rate of per diem pay is based on the employee's placement on the combined salary schedule (base + personal responsibility stipend). Employees whose position requires working an extended day will receive the rate of per diem pay based on the employee's placement on the combined salary schedule (base + personal responsibility stipend).

This Memorandum of Understanding will be in effect through August 31, 2019.

For the District:



Lynne Rosellini
Assistant Superintendent of Human Resources

For the Association:



Angel Morton
President - Tacoma Education
Association

Date: 9/15/14

Date: 9/15/14

Memorandum of Understanding regarding Fingerprinting

The purpose of this memorandum is to commemorate in writing the agreement between the Tacoma School District (District) and the Tacoma Education Association (Union) including the Office Professional/Professional Technical Unit and certificated employees.

The District and the Union agree to the following:

- An applicant who subsequently receives a position with Tacoma School District will follow all hiring procedures prior to his/her hire date. If fingerprint/background reports are delayed, the District may, at its discretion record the employee's hire date prior to fingerprint/background reports being received by the District.
- If upon receipt of the fingerprint/background report, the employee did not disclose or did not disclose accurately the reported results, the District, at its discretion, may terminate said person from employment with the District.
- Any person released from employment via the named conditions above, shall waive his/her rights to the grievance procedure or to an appeal of his/her termination.

This agreement remains in effect through August 31, 2017.

For the District:



Lynne Rosellini
Assistant Superintendent of Human Resources

For the Association:



Angela Morton
President - Tacoma Education
Association

Date: 2/9/15

Date: 2/3/15

APPENDICES

Appendix I. Further Agreements

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

1. Continue the practice of including building/site staff in the selection of administrators from outside the District.
2. Continue the practice of evaluating the appropriateness of the District seeking a temporary restraining order on behalf of the employee in event of staff safety concerns.

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

Process/Timeline

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

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

Application

School _____

Principal/Administrator _____

SCDM Chairperson _____

Type of waiver being requested:

_____ Early Release (time) _____

_____ Alternative Daily Schedule _____ Other

_____ Late Arrival (time) _____

_____ Alternative School Calendar

Please explain details: _____

Period of time that the waiver is being requested:

From (date) _____

To (date) _____

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

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

SCDM Waiver Request School/Site Name _____ (Continued)

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

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

Description

Amount

TOTAL _____

Principal/Administrator's signature Date

SCDM Chairperson's signature Date

Assistant Superintendent's signature Date

RECOMMENDATION

___APPROVED ___DENIED

TPS Signature Date

TPS Signature Date

TEA Signature Date

Teachers Hired After 9/1/99
2014-15 TEACHERS' BASE SALARY SCHEDULE
 EFFECTIVE SEPTEMBER 1, 2014

APPENDIX III

COLUMN →		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)*	(10)	(11)	(12)	(13)
EDUCATION →		BA + 0	BA + 15	BA + 30	BA + 45	N/A	BA + 90	MA + 0	N/A	BA +135	MA + 45	N/A	MA + 90	PHD
YEARS	Steps													
0	1	34,048	34,348	34,609	34,729	N / A	34,916	40,820	N / A	37,927	41,353	N / A	41,389	42,141
1	2	34,376	34,594	35,093	35,373	N / A	36,435	41,051	N / A	39,447	41,616	N / A	42,458	43,662
2	3	34,884	35,232	35,268	35,804	N / A	37,594	41,149	N / A	40,578	41,772	N / A	43,562	44,755
3	4	35,164	35,340	35,415	36,585	N / A	38,342	41,699	N / A	41,268	42,439	N / A	44,196	45,367
4	5	35,480	35,662	36,532	37,691	N / A	39,430	41,888	N / A	42,329	43,490	N / A	45,229	46,388
5	6	35,862	36,723	37,583	38,731	N / A	40,452	42,119	N / A	43,320	44,468	N / A	46,190	47,338
6	7	37,297	38,157	39,017	40,164	N / A	41,886	43,034	N / A	44,755	45,903	N / A	47,624	48,772
7	8	38,317	39,168	40,019	41,155	N / A	42,858	43,994	N / A	45,696	46,832	N / A	48,534	49,670
8	9	39,736	40,587	41,439	42,574	N / A	44,277	45,413	N / A	47,115	48,251	N / A	49,954	51,089
9	10	41,155	42,006	42,858	43,994	N / A	45,696	46,832	N / A	48,534	49,670	N / A	51,373	52,509
10	11	42,574	43,425	44,277	45,413	N / A	47,115	48,251	N / A	49,954	51,089	N / A	52,792	53,928
11	12	43,994	44,845	45,696	46,832	N / A	48,534	49,670	N / A	51,373	52,509	N / A	54,211	55,347
12	13				48,251	N / A	49,954	51,089	N / A	52,792	53,928	N / A	55,631	56,766
13	14					N / A		52,509	N / A	54,211	58,186	N / A	59,888	61,024
With 20-yr Increment		46,194	47,087	47,981	50,664	N / A	52,452	55,134	N / A	56,922	61,095	N / A	62,882	64,075

TWENTY YEAR

INCREMENT= 5% above last row in column

** Certificated Teachers hired after September 1, 1999 will be placed on the new Tacoma School District schedule consistent with state guidelines for placement on the LEAP salary allocation documents.

NOTE: For Extra Pay for Extra Work use a base of \$40,105

Reviewed and approved by:

Sydney C. Rasellini 8/26/14
 Assistant Superintendent, Human Resources Date

Isabel Medina 8/28/14
 Chief Financial Officer Date

Column	DEGREE	MINIMUM	**
1	Bachelor's	BA + 0	
2	Bachelor's	BA + 15	
3	Bachelor's	BA + 30	
4	Bachelor's	BA + 45	
6	Bachelor's	BA + 90	
7	Master's	MA + 0	
9 *	Bachelor's	BA + 135 (Grandfathered per RCW 28A.150.410)	
10	Master's	MA + 45	
12	Master's	MA + 90	
13	Doctorate	PHD	

Teachers Hired After 9/1/99

2014-15 TEACHERS' PRS (PROFESSIONAL RESPONSIBILITY STIPEND) SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2014

COLUMN →		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)*	(10)	(11)	(12)	(13)
EDUCATION →		BA + 0	BA + 15	BA + 30	BA + 45	N/A	BA + 90	MA + 0	N/A	BA +135	MA + 45	N/A	MA + 90	PHD
YEARS	Steps													
0	1	6,057	6,131	6,241	6,761	N / A	8,763	7,185	N / A	9,498	7,704	N / A	9,854	10,553
1	2	6,102	6,171	6,763	7,940	N / A	9,109	7,329	N / A	9,856	9,262	N / A	10,612	10,912
2	3	6,209	6,947	7,992	8,929	N / A	9,378	7,438	N / A	10,120	10,418	N / A	10,866	11,164
3	4	6,913	7,805	8,826	9,119	N / A	9,554	7,727	N / A	10,283	10,577	N / A	11,015	11,309
4	5	7,972	8,874	9,088	9,376	N / A	9,810	8,811	N / A	10,534	10,820	N / A	11,253	11,542
5	6	8,958	9,172	9,386	9,677	N / A	10,105	9,868	N / A	10,821	11,109	N / A	11,537	11,824
6	7	9,315	9,530	9,750	10,031	N / A	10,462	10,750	N / A	11,181	11,465	N / A	11,897	12,181
7	8	9,615	9,826	10,039	10,327	N / A	10,753	11,035	N / A	11,462	11,744	N / A	12,178	12,461
8	9	9,968	10,180	10,394	10,680	N / A	11,106	11,392	N / A	11,820	12,104	N / A	12,530	12,814
9	10	10,327	10,539	10,753	11,035	N / A	11,462	11,744	N / A	12,178	12,461	N / A	12,887	13,173
10	11	10,680	10,893	11,106	11,392	N / A	11,820	12,104	N / A	12,530	12,814	N / A	13,242	13,528
11	12	11,035	11,250	11,462	11,744	N / A	12,178	12,461	N / A	12,887	13,173	N / A	13,601	13,884
12	13				12,104	N / A	12,530	12,814	N / A	13,242	13,528	N / A	13,954	14,239
13	14					N / A		13,173	N / A	13,601	14,594	N / A	15,024	15,307
With 20-yr Increment		11,586	11,813	12,035	12,709	N / A	13,156	13,832	N / A	14,281	15,324	N / A	15,776	16,073

TWENTY YEAR

INCREMENT= 5% above last row in column

** Certificated Teachers hired after September 1, 1999 will be placed on the new Tacoma School District schedule consistent with state guidelines for placement on the LEAP salary allocation documents.

Reviewed and approved by:

Lynne C. Rosellini 8/26/14
Assistant Superintendent, Human Resources Date

Desalinde Medina 8/28/14
Chief Financial Officer Date

Column	DEGREE	MINIMUM	**
1	Bachelor's	BA + 0	
2	Bachelor's	BA + 15	
3	Bachelor's	BA + 30	
4	Bachelor's	BA + 45	
6	Bachelor's	BA + 90	
7	Master's	MA + 0	
9 *	Bachelor's	BA + 135 (Grandfathered per RCW 28A.150.410)	
10	Master's	MA + 45	
12	Master's	MA + 90	
13	Doctorate	PHD	

Teachers Hired Before 9/1/99
2014-15 TEACHERS' BASE SALARY SCHEDULE
 EFFECTIVE SEPTEMBER 1, 2014

COLUMN →	(1)	(2)	(3)	(4)	(5)	(6)	(7)*	(8)*	(9)*	(10)*	(11)*	(12)*	(13)
<u>YEARS</u>	<u>Steps</u>												
12	13			48,251	49,102	49,954	51,089	51,940	52,792	53,928	54,779	55,631	56,766
13	14						52,509	53,360	54,211	58,186	59,037	59,888	61,024
With 20-yr Increment	46,194	47,087	47,981	50,664	51,557	52,452	55,134	56,028	56,922	61,095	61,989	62,882	64,075
TWENTY YEAR INCREMENT=	5% above last row in column												

NOTE: For Extra Pay for Extra Work use a base of \$40,105

Reviewed and approved by:

Lynne C. Rosellini 8/26/14
 Assistant Superintendent, Human Resources Date

Pauline Medina 8/28/14
 Chief Financial Officer Date

Column	DEGREE	MINIMUM
1	Bachelor's	
2	Bachelor's	195 q.h.
3	Bachelor's	210 q.h.
4	Bachelor's	225 q.h.
5	Bachelor's	240 q.h., including 15 graduate
6	Bachelor's	255 q.h., including 30 graduate
7	Master's OR Bachelor's	225 q.h. (M) or 270 q.h., including 45 graduate (B)
8	Master's OR Bachelor's	240 q.h. (M) or 285 q.h., including 45 graduate (B)
9	Master's OR Bachelor's	255 q.h. (M) or 300 q.h., including 45 graduate (B)
10	Master's OR Bachelor's	270 q.h. (M) or 315 q.h., including 67.5 graduate (B)
11	Master's OR Bachelor's	285 q.h. (M) or 330 q.h., including 67.5 graduate (B)
12	Master's OR Bachelor's	300 q.h. (M) or 345 q.h., including 67.5 graduate (B)
13	Earned Doctorate Degree	

Teachers Hired Before 9/1/99
2014-15 TEACHERS' PRS (PROFESSIONAL RESPONSIBILITY STIPEND) SALARY SCHEDULE
 EFFECTIVE SEPTEMBER 1, 2014

COLUMN →	(1)	(2)	(3)	(4)	(5)	(6)	(7)*	(8)*	(9)*	(10)*	(11)*	(12)*	(13)
<u>YEARS</u>	<u>Steps</u>												
12	13			12,104	12,316	12,530	12,814	13,031	13,242	13,528	13,741	13,954	14,239
13	14						13,173	13,384	13,601	14,594	14,808	15,024	15,307
With 20-yr Increment	11,586	11,813	12,035	12,709	12,932	13,156	13,832	14,053	14,281	15,324	15,548	15,776	16,073
TWENTY YEAR INCREMENT=	5% above last row in column												

Reviewed and approved by:

Lynne C. Rosellini 8/26/14
 Assistant Superintendent, Human Resources Date

Rosaline Medina 8/28/14
 Chief Financial Officer Date

Column	DEGREE	MINIMUM
1	Bachelor's	
2	Bachelor's	195 q.h.
3	Bachelor's	210 q.h.
4	Bachelor's	225 q.h.
5	Bachelor's	240 q.h., including 15 graduate
6	Bachelor's	255 q.h., including 30 graduate
7	Master's OR Bachelor's	225 q.h. (M) or 270 q.h., including 45 graduate (B)
8	Master's OR Bachelor's	240 q.h. (M) or 285 q.h., including 45 graduate (B)
9	Master's OR Bachelor's	255 q.h. (M) or 300 q.h., including 45 graduate (B)
10	Master's OR Bachelor's	270 q.h. (M) or 315 q.h., including 67.5 graduate (B)
11	Master's OR Bachelor's	285 q.h. (M) or 330 q.h., including 67.5 graduate (B)
12	Master's OR Bachelor's	300 q.h. (M) or 345 q.h., including 67.5 graduate (B)
13	Earned Doctorate Degree	

2014-15 TEACHERS' COMBINED SALARY SCHEDULE (INCLUDES BASE + PRS AMOUNTS)

EFFECTIVE SEPTEMBER 1, 2014

		BA⇒	01	02	03	04	05	06	07	08	09	10	11	12
		MA⇒							7A	8A	9A	1A	2A	3A
		PhD⇒												
														13
<u>YEARS</u>	<u>Pay Steps</u>													
0	1	40,105	40,479	40,850	41,490	42,586	43,679	45,167	46,294	47,425	48,931	50,059	51,190	52,694
1	2	40,478	40,765	41,856	43,313	44,411	45,544	47,046	48,179	49,303	50,812	51,941	53,070	54,574
2	3	41,093	42,179	43,260	44,733	45,850	46,972	48,463	49,580	50,698	52,190	53,305	54,428	55,919
3	4	42,077	43,145	44,241	45,704	46,802	47,896	49,362	50,456	51,551	53,016	54,114	55,211	56,676
4	5	43,452	44,536	45,620	47,067	48,155	49,240	50,689	51,775	52,863	54,310	55,394	56,482	57,930
5	6	44,820	45,895	46,969	48,408	49,480	50,557	51,988	53,067	54,141	55,577	56,651	57,727	59,162
6	7	46,612	47,687	48,767	50,195	51,270	52,348	53,784	54,858	55,936	57,368	58,444	59,521	60,953
7	8	47,932	48,994	50,058	51,482	52,545	53,611	55,029	56,095	57,158	58,576	59,643	60,712	62,131
8	9	49,704	50,767	51,833	53,254	54,318	55,383	56,805	57,869	58,935	60,355	61,418	62,484	63,903
9	10	51,482	52,545	53,611	55,029	56,095	57,158	58,576	59,643	60,712	62,131	63,197	64,260	65,682
10	11	53,254	54,318	55,383	56,805	57,869	58,935	60,355	61,418	62,484	63,903	64,971	66,034	67,456
11	12	55,029	56,095	57,158	58,576	59,643	60,712	62,131	63,197	64,260	65,682	66,744	67,812	69,231
12	13				60,355	61,418	62,484	63,903	64,971	66,034	67,456	68,520	69,585	71,005
13	14							65,682	66,744	67,812	69,231	70,295	71,359	72,831
With 20-yr Increment			57,780	58,900	60,016	63,373	64,489	65,608	68,966	70,081	71,203	76,419	77,537	80,148

NOTE:

For calculating Extra Pay Rates
(EPR) use \$40,105

20 YEAR INCREMENT =
5% above last row in column
(applied to Base + PRS Total)

INDIVIDUAL PLACEMENT ON SALARY SCHEDULE**Teachers Hired On or Before 9/1/99**

Pay Grade	DEGREE	MINIMUM
01	Bachelor's	
02	Bachelor's	195 q.h.
03	Bachelor's	210 q.h.
04	Bachelor's	225 q.h.
05	Bachelor's	240 q.h., including 15 graduate
06	Bachelor's	255 q.h., including 30 graduate
7A/07	Master's OR Bachelor's	225 q.h. (M) or 270 q.h., including 45 graduate (B)
8A/08	Master's OR Bachelor's	240 q.h. (M) or 285 q.h., including 45 graduate (B)
9A/09	Master's OR Bachelor's	255 q.h. (M) or 300 q.h., including 45 graduate (B)
1A/10	Master's OR Bachelor's	270 q.h. (M) or 315 q.h., including 67.5 graduate (B)
2A/11	Master's OR Bachelor's	285 q.h. (M) or 330 q.h., including 67.5 graduate (B)
3A/12	Master's OR Bachelor's	300 q.h. (M) or 345 q.h., including 67.5 graduate (B)
13	Earned Doctorate Degree	

Teachers Hired After 9/1/99

Pay Grade	DEGREE	MINIMUM
01	Bachelor's	BA + 0
02	Bachelor's	BA + 15
03	Bachelor's	BA + 30
04	Bachelor's	BA + 45
N/A	N/A	
06	Bachelor's	BA + 90
7A	Master's	MA + 0
N/A	N/A	
9A	Bachelor's	BA + 135 (Grandfathered per RCW 28A.150.410)
1A	Master's	MA + 45
N/A	N/A	
3A	Master's	MA + 90
13	Doctorate	PHD

Certificated Teachers hired after September 1, 1999 will be placed on the new Tacoma School District schedule consistent with state guidelines for placement on the LEAP salary allocation documents.

Teachers Hired Before 9/1/99
2014-15 TEACHERS' COMBINED SALARY SCHEDULE (INCLUDES BASE + PRS AMOUNTS)
EFFECTIVE SEPTEMBER 1, 2014

BA=>	01	02	03	04	05	06	07	08	09	10	11	12	
MA=>							7A	8A	9A	1A	2A	3A	
PhD=>													13

<u>YEARS</u>	<u>Pay Steps</u>													
12	13				60,355	61,418	62,484	63,903	64,971	66,034	67,456	68,520	69,585	71,005
13	14							65,682	66,744	67,812	72,780	73,845	74,912	76,331
With 20-yr Increment		57,780	58,900	60,016	63,373	64,489	65,608	68,966	70,081	71,203	76,419	77,537	78,658	80,148
Percent Increase ==>		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%

20 YEAR INCREMENT = 5% above last row in column
(applied to Base + PRS Total)

NOTE: For Extra Pay for Extra Work use a base of \$40,105

Pay Grade	DEGREE	MINIMUM
01	Bachelor's	
02	Bachelor's	195 q.h.
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13	Earned Doctorate Degree	

Teachers Hired After 9/1/99
2014-15 TEACHERS' COMBINED SALARY SCHEDULE (INCLUDES BASE + PRS AMOUNTS)
EFFECTIVE SEPTEMBER 1, 2014

Pay Grade	01	02	03	04	05	06	7A	8A	9A	1A	2A	3A	13	
Education	BA + 0	BA + 15	BA + 30	BA + 45	N/A	BA + 90	MA + 0	N/A	BA + 135	MA + 45	N/A	MA + 90	PHD	
YEARS	Pay Steps													
0	1	40,105	40,479	40,850	41,490	N / A	43,679	48,005	N / A	47,425	49,057	N / A	51,243	52,694
1	2	40,478	40,765	41,856	43,313	N / A	45,544	48,380	N / A	49,303	50,878	N / A	53,070	54,574
2	3	41,093	42,179	43,260	44,733	N / A	46,972	48,587	N / A	50,698	52,190	N / A	54,428	55,919
3	4	42,077	43,145	44,241	45,704	N / A	47,896	49,426	N / A	51,551	53,016	N / A	55,211	56,676
4	5	43,452	44,536	45,620	47,067	N / A	49,240	50,699	N / A	52,863	54,310	N / A	56,482	57,930
5	6	44,820	45,895	46,969	48,408	N / A	50,557	51,987	N / A	54,141	55,577	N / A	57,727	59,162
6	7	46,612	47,687	48,767	50,195	N / A	52,348	53,784	N / A	55,936	57,368	N / A	59,521	60,953
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9	10	51,482	52,545	53,611	55,029	N / A	57,158	58,576	N / A	60,712	62,131	N / A	64,260	65,682
10	11	53,254	54,318	55,383	56,805	N / A	58,935	60,355	N / A	62,484	63,903	N / A	66,034	67,456
11	12	55,029	56,095	57,158	58,576	N / A	60,712	62,131	N / A	64,260	65,682	N / A	67,812	69,231
12	13				60,355	N / A	62,484	63,903	N / A	66,034	67,456	N / A	69,585	71,005
13	14					N / A		65,682	N / A	67,812	72,780	N / A	74,912	76,331
With 20-yr Increment		57,780	58,900	60,016	63,373	N / A	65,608	68,966	N / A	71,203	76,419	N / A	78,658	80,148

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(applied to Base + PRS Total)

NOTE: For Extra Pay for Extra Work use a base of \$40,105

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7A	Master's	MA + 0	
9A	Bachelor's	BA + 135 (Grandfathered per RCW 28A.150.410)	
1A	Master's	MA + 45	
3A	Master's	MA + 90	
13	Doctorate	PHD	

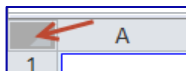
****** Certificated Teachers hired after September 1, 1999 will be placed on the new Tacoma School District schedule consistent with state guidelines for placement on the LEAP salary allocation documents.

Instructions / How to Use This Excel Workbook Application

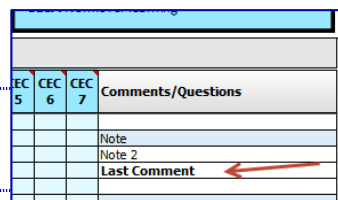
This workbook is designed to be a "toolbox," a resource of documents to assist you in evaluating teachers using the comprehensive tool and 8 state criteria.

How to Print from the Observation and Additional Evidence tabs:

a. "Select All" by clicking on box in upper left corner of spreadsheet



b. "Shift-Click" on the Comments/Questions cell associated with the last completed observation row.



c. Click the "Print Spreadsheet" button

Tab Overview:

1. Instructions

This tab contains instructions for using this toolbox.

2. Criteria

A list of the 8 State evaluation criteria.

3. Employee Info - Who, What, When

A place for you to enter basic information: teacher's name, evaluator's name, etc. Once you complete this tab, this data will auto populate on other tabs.

4. Pre-Post Confirmation

Record date and time of observations, including pre and post conferences. Print and save for all observations.

5. Observation1

A place for you to enter your Observation 1 notes, and tie each observation/evidence item to a specific dimension.

6. Observation 2

A place for you to enter your Observation 2 notes, and tie each observation/evidence item to a specific dimension.

7. Observation 3

A place for you to enter your Observation 3 notes, and tie each observation/evidence item to a specific dimension.

8. Additional Evidence

A place for you to enter additional observation notes or evidence, and tie each observation/evidence item to a specific dimension.

9. Student Growth

A place for you to enter Student Growth notes, and tie each note/evidence to a specific dimension.

10. Rubric

The final evaluation document for your teacher. Information from each observation will populate onto this document, under the appropriate dimension based on your elections made on the other tabs.

11. NextSteps

A place to enter next steps for each Criterion.

12. Summary

A document reflecting the teacher's final evaluation score, and student growth score. The State criteria scores will auto populate based on your overall component ratings entered on the Rubric.


13. Explanation

Explanation of Unsatisfactory or Basic Rating

Criterion 1: Centering instruction on high expectations for student achievement	
P1	Connection to standards, broader purpose and transferable skill
P4	Communication of learning target(s)
P5	Success criteria and performance task(s)
SE3	Work of high cognitive demand
CEC3	Discussion, collaboration and accountability
Criterion 2: Demonstrating effective teaching practices	
SE1	Quality of questioning
SE5	Expectation, support and opportunity for participation and meaning making
SE6	Substance of student talk
CP6	Scaffolds the task
CP7	Gradual release of responsibility
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs	
P3	Teaching point(s) are based on students' learning needs
SE2	Ownership of learning
SE4	Strategies that capitalize on learning needs of students
CP5	Differentiated instruction
A6	Teacher use of formative assessment data Student Growth
SG 3.1	Establish Student Growth Goal(s)
SG 3.2	Achievement of Student Growth Goal(s)
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum	
P2	Connection to previous and future lessons
CP1	Alignment of instructional materials and tasks
CP2	Discipline-specific conceptual understanding
CP3	Pedagogical content knowledge
CP4	Teacher knowledge of content
Criterion 5: Fostering and managing a safe, positive learning environment	
CEC1	Arrangement of classroom
CEC2	Accessibility and use of materials
CEC4	Use of learning time
CEC5	Managing student behavior
CEC6	Student status
CEC7	Norms for learning
Criterion 6: Using multiple student data elements to modify instruction and improve student learning	
A1	Self-assessment of learning connected to the success criteria
A2	Demonstration of learning
A3	Formative assessment opportunities
A4	Collection systems for formative assessment data
A5	Student use of assessment data
SG6.1	Establish Student Growth Goal(s)
SG6.2	Achievement of Student Growth Goal(s)
Criterion 7: Communicating and collaborating with parents and the school community	
PCC3	Parents and guardians
PCC4	Communication within the school community about student progress
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	
PCC1	Collaboration with peers and administrators to improve student learning
PCC2	Professional and collegial relationships
PCC5	Supports school, district, and state curriculum, policy and initiatives
PCC6	Ethics and advocacy
SG8.1	Establish Team Student Growth Goal(s)

Enter Basic Information here	
Teacher Name:	Enter Teacher's Name
Evaluator:	Enter Principal Name
School:	Select School
Subject(s):	Enter Subject(s)
Grade Level(s):	Enter Grades(s)
School Year:	2014-15
Teaching in Area of	Select value
Endorsement?:	
Evaluation Type:	Select Evaluation Type
Comments:	Enter additional comments here
Teacher Employee	0
Number	

Teacher Evaluation - Pre-Post Confirmation

 <p>TACOMA PUBLIC SCHOOLS <small>EVERY STUDENT. EVERY DAY.</small></p>	Pre and Post Conference Confirmation				
	Teacher Name:	Enter Teacher's Name		Evaluator:	Enter Principal Name
	Grade Level(s):	Enter Grades(s)		School:	Select School
	School Year:	2014-15		Evaluation Type:	Select Evaluation Type
	Teaching in Area of Endorsement			Subject(s):	Enter Subject(s)
		Comments:		Enter additional comments here	
		Select value			

Original to Building	Copy to Human Resources upon completion of 90 day observation
Copy to Employee	Final copy to Human Resources at end of School Year


90 Day Observation 1? No

Observation 1	Date	Time	Evaluator's Signature	Teacher's Signature
Pre-Conference				
Observation 1				
Post Conference				

Observation 2	Date	Time	Evaluator's Signature	Teacher's Signature
Pre-Conference				
Observation 2				
Post Conference				

Observation 3	Date	Time	Evaluator's Signature	Teacher's Signature
Pre-Conference				
Observation 3				
Post Conference				

Teacher Evaluation - Observation One

	Evidence Gathering - Observation One					
	Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name	School:	Select School
	Grade Level(s):	Enter Grades(s)	# of Students:		Subject(s):	Enter Subject(s)
	Observation Date:		Start Time:		School Year:	2014-15
	Teaching in Area of Endorsement	Select value	Total Time:	0:00	Comments:	Enter additional comments here

5 Dimensions of Teaching and Learning:

1 - PURPOSE P1: Connection to standards, broader purpose and transferable skill P2: Connection to previous and future lessons P3: Teaching point(s) are based on student's learning needs P4: Communication of learning target(s) P5: Success criteria and performance task(s)	2 -STUDENT ENGAGEMENT SE1: Quality of questioning SE2: Ownership of learning SE3: Work of high cognitive demand SE4: Strategies that capitalize on learning needs of students SE5: Expectation, support and opportunity for participation and meaning making SE6: Substance of student talk	3 -CURRICULUM & PEDAGOGY CP1: Alignment of instructional materials and tasks CP2: Discipline-specific conceptual understanding CP3: Pedagogical content knowledge CP4: Teacher knowledge of content CP5: Differentiated instruction CP6: Scaffolds the task CP7: Gradual release of responsibility	4 – ASSESSMENT FOR STUDENT LEARNING A1: Self-assessment of learning connected to success criteria A2: Demonstration of learning A3: Formative assessment opportunities A4: Collection systems for formative assessment data A5: Student use of assessment data A6: Teacher use of formative assessment data	5 -CLASSROOM ENVIRONMENT & CULTURE CEC1: Arrangement of classroom CEC2: Accessibility and use of materials CEC3: Discussion, collaboration and accountability CEC4: Use of learning time CEC5: Managing student behavior CEC6: Student status CEC7: Norms for learning
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[illegible]

Teacher Evaluation - Additional Evidence

[illegible]

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
		Comments:	Enter additional comments here

Criterion 1: Centering instruction on high expectations for student achievement			
P1: Purpose – Standards: Connection to standards, broader purpose and transferable skill			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The lesson is not based on grade level standards. There are no learning targets aligned to the standard. The lesson does not link to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is occasionally linked to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is frequently linked to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is consistently linked to broader purpose or a transferable skill.
Evidence:			
		Rating:	

P4: Purpose – Learning Target: Communication of learning target(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never states or communicates with students about the learning target(s).	Teacher states the learning target(s) at the beginning of each lesson.	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of what the target(s) are.	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of what the target(s) are and references the target throughout instruction.
Evidence:			
		Rating:	

P5: Purpose – Learning Target: Success criteria and performance task(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The success criteria for the learning target(s) are nonexistent or aren't clear to students.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria in a limited manner.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria. Students refer to success criteria and use them for improvement.
Evidence:			
		Rating:	

SE3: Student Engagement – Engagement Strategies: High cognitive demand			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher expectations and strategies engage few or no students in work of high cognitive demand.	Teacher expectations and strategies engage some students in work of high cognitive demand.	Teacher expectations and strategies engage most students in work of high cognitive demand.	Teacher expectations and strategies engage most students in work of high cognitive demand.
Evidence:			
		Rating:	

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
CEC3: Classroom Environment & Culture – Classroom Routines & Rituals: Discussion, collaboration and accountability			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Routines for discussion and collaborative work are absent, poorly executed or do not hold students accountable for their work and learning.	Routines for discussion and collaborative work are present, but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Routines for discussion and collaborative work have been taught, are evident, and result in effective discourse related to the lesson purpose. With prompts, students use these routines during the lesson. Students are held accountable for their work and learning.	Routines for discussion and collaborative work have been explicitly taught, are evident, and result in effective discourse related to the lesson purpose. Students independently use these routines during the lesson. Students are held accountable for their work, take ownership for their learning and support the learning of others.
Evidence:			
		Rating:	
Criterion 1 Average Rating:			0.000
Criterion 2: Demonstrating effective teaching practices			
SE1: Student Engagement – Intellectual Work: Quality of questioning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never asks questions to probe and deepen students' understanding or uncover misconceptions.	Teacher occasionally asks questions to probe and deepen students' understanding or uncover misconceptions.	Teacher frequently asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher frequently asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.
Evidence:			
		Rating:	
SE5: Expectation, support and opportunity for participation and meaning making			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses engagement strategies and structures that facilitate participation and meaning making by all students. Few students have the opportunity to engage in quality talk.	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in quality talk.	Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in quality talk.	Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in quality talk. Routines are often student-led.
Evidence:			
		Rating:	
SE6: Student Engagement – Talk: Substance of student talk			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Student talk is nonexistent or is unrelated to content or is limited to single-word responses or incomplete sentences directed to teacher.	Student talk is directed to teacher. Talk associated with content occurs between students, but students do not provide evidence for their thinking.	Student-to-student talk reflects knowledge and ways of thinking associated with the content. Students provide content. Students provide evidence to support their thinking.	Student-to-student talk reflects knowledge and ways of thinking associated with the content. Students provide evidence to support their arguments and new ideas.
Evidence:			
		Rating:	

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
CP6: Curriculum & Pedagogy – Scaffolds for Learning: Scaffolds the task			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never scaffolds tasks for group or individual learning needs or teacher uses strategies that are generic and/or not relevant to the concepts and/or skills to be learned.	Teacher provides limited scaffolds for individual or group learning needs. Strategies may or may not be relevant to the concepts and/or skills to be learned.	Teacher provides scaffolds and structures that are clearly related to and support the development of the targeted concepts and/or skills.	Teacher provides scaffolds and structures that are clearly related to and support the development of the targeted concepts and/or skills. Students use scaffolds across tasks with similar demands.
Evidence:			
Rating:			
CP7: Curriculum & Pedagogy – Scaffolds for Learning: Gradual release of responsibility			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher occasionally uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher frequently uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher consistently uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence. Students expect to be self-reliant.
Evidence:			
Rating:			
Criterion 2 Average Rating:			0.000
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
P3: Purpose – Teaching Point: Teaching point(s) are based on students' learning needs			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never bases the teaching point(s) on students' learning needs – academic background, life experiences, culture and language.	Teacher bases the teaching point(s) on students' learning needs – academic background, life experiences, culture and language.	Teacher bases the teaching point(s) on students' learning needs – academic background, life experiences, culture and language – for some groups of students	Teacher bases the teaching point(s) on students' learning needs – academic background, life experiences, culture and language for groups of students and individual students.
Evidence:			
Rating:			
SE2 Student Engagement – Intellectual Work: Ownership of learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never provides opportunities and strategies for students to take ownership of their own learning to develop, test and refine their thinking.	Teacher occasionally provides opportunities and strategies for students to take ownership of their learning. Locus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support students' learning.	Teacher consistently provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support students' learning.
Evidence:			
Rating:			
SE4 Student Engagement – Engagement Strategies: Strategies that capitalize on learning needs of students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies based on the learning needs of students – academic background, life experiences, culture and language of students.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experience and culture and language of students – for the whole group.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experience and culture and language of students – for the whole group and small groups of students.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experience and culture and language of students – for the whole group, small groups of students and individual students.
Evidence:			
Rating:			

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
CP5 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Differentiated instruction			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies that differentiate for individual learning strengths and needs.	Teacher occasionally uses strategies that differentiate for individual learning strengths and needs.	Teacher frequently uses strategies that differentiate for individual learning strengths and needs.	Teacher consistently uses strategies that differentiate for individual learning strengths and needs.
Evidence:			
		Rating:	
A6: Assessment for Student Learning – Adjustments: Teacher use of formative assessment data			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses formative assessment data to make instructional adjustments, give feedback to students or modify lessons.	Teacher uses formative assessment data to modify future lessons.	Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give general feedback aligned with the learning target.	Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give general feedback aligned with the learning target to individual students..
Evidence:			
		Rating:	
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Evidence:			
		Rating:	
Student Growth 3.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show high growth for all or nearly all students .
Evidence:			
		Rating:	
Criterion 3 Average Rating:			0.000

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
P2: Purpose – Standards: Connection to previous and future lessons			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The lesson is rarely or never linked to previous and future lessons.	The lesson is clearly linked to previous and future lessons.	The lesson is clearly linked to previous and future lessons. Lessons build on each other in a logical progression.	The lesson is clearly linked to previous and future lessons. Lessons build on each other in ways that enhance student learning. Students understand how the lesson relates to previous lesson.
Evidence:			
Rating:			
CP1: Curriculum & Pedagogy – Curriculum: Alignment of instructional materials and tasks			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instructional materials and tasks rarely or never align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Materials and tasks frequently align with student's level of challenge.	Instructional materials and tasks align with the purpose of the unit and lesson. Materials and tasks consistently align with student's level of challenge.
Evidence:			
Rating:			
CP2: Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Discipline-specific conceptual understanding			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding.	Teacher occasionally uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding.	Teacher frequently uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding.	Teacher consistently uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding.
Evidence:			
Rating:			
CP3: Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Pedagogical content knowledge			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instruction is rarely or never consistent with pedagogical content knowledge and does not support students in discipline-specific habits of thinking.	Instruction is occasionally consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.	Instruction is frequently consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.	Instruction is always consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.
Evidence:			
Rating:			

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
CP4: Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Teacher knowledge of content			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher demonstrates a lack of knowledge of discipline-based concepts by making content errors.	Teacher demonstrates a basic knowledge of how discipline-based concepts relate to or build upon one another.	Teacher demonstrates a solid understanding of how discipline-based concepts relate to or build upon one another. Teacher identifies and addresses student misconceptions in the lesson or unit.	Teacher demonstrates an in-depth understanding of how discipline-based concepts relate to or build upon one another. Teacher identifies and addresses student misconceptions that impact conceptual understanding over time.
Evidence:			
		Rating:	
Criterion 4 Average Rating:			0.000
Criterion 5: Fostering and managing a safe, positive learning environment.			
CEC1 Classroom Environment & Culture – Use of Physical Environment: Arrangement of classroom			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Physical environment of the room is unsafe and the arrangement gets in the way or distracts from student learning and the purpose of the lesson.	The physical environment is safe but the arrangement neither supports nor distracts from student learning or the purpose of the lesson.	The physical environment is safe, and the arrangement supports student learning and the purpose of the lesson.	The physical environment is safe, and the arrangement supports student learning and the purpose of the lesson. Teacher and students use the physical arrangement for learning.
Evidence:			
		Rating:	
CEC2 Classroom Environment & Culture – Use of Physical Environment: Accessibility and use of materials			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The resources, materials and technology in the classroom do not relate to the content or current units studied, or are not accessible to all students to support their learning during the lesson.	The resources, materials and technology in the classroom relate to the content or current unit studied and are accessible to all students but are not referenced by teacher.	The resources, materials and technology in the classroom relate to the content or current unit studied, are accessible to all students and are intentionally used by teacher to support learning.	The resources, materials and technology in the classroom relate to the content or current unit studied, are accessible to all students and are intentionally used by both the teacher and student to support learning. Students are familiar and comfortable with using the available resources.
Evidence:			
		Rating:	
CEC4 Classroom Environment & Culture – Classroom Routines & Rituals: Use of learning time			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher or students frequently disrupt or interrupt learning activities, which results in loss of learning time. Transitions are disorganized and result in loss of instructional time.	Teacher or students occasionally disrupt or interrupt learning activities, which results in some loss of learning time. Some transitions are disorganized and result in loss of instructional time.	Learning time is mostly maximized in service of learning. Transitions are teacher-dependent and maximize instructional time.	All available time is maximized in service of learning. Transitions are student-managed, efficient, and maximize instructional time.
Evidence:			
		Rating:	

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
CEC5 Classroom Environment & Culture – Classroom Routines & Rituals: Managing student behavior			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never responds to student misbehavior by following classroom routines and/or building discipline procedures. Student behavior does not change or may escalate.	Teacher responds to student misbehavior by following classroom routines and/or building discipline procedures, but with uneven student behavior results.	Teacher responds to student misbehavior by following classroom routines and building discipline procedures. Student misbehavior is rare.	Teacher responds to student misbehavior by following classroom routines and building discipline procedures. Student behavior is appropriate. Students manage themselves, assist each other in managing behavior, or there is no student misbehavior.
Evidence:			
Rating:			
CEC6 Classroom Environment & Culture – Classroom Culture: Student status			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not develop appropriate and positive teacher-student relationships that attend to students' well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.	Teacher demonstrates appropriate teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrates appropriate teacher-student and student-student relationships that foster students' well-being and adapt to meet individual circumstances. Patterns of interaction between teacher and students and among students indicate they are all valued for their contributions.	Teacher and students demonstrates appropriate teacher-student and student-student relationships that foster students' well-being and adapt to meet individual circumstances. Patterns of interaction between teacher and students and among students indicate they are all valued for their contributions. Teacher creates opportunities for students' status to be elevated.
Evidence:			
Rating:			
CEC7 Classroom Environment & Culture – Classroom Culture: Norms for learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
CEC7 Classroom Environment & Culture – Classroom Culture: Norms for learning	Routines for discussion and collaborative work are present, but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Routines for discussion and collaborative work have been taught, are evident, and result in effective discourse related to the lesson purpose. With prompts, students use these routines during the lesson. Students are held accountable for their work and learning.	Routines for discussion and collaborative work have been explicitly taught, are evident, and result in effective discourse related to the lesson purpose. Students independently use these routines during the lesson. Students are held accountable for their work, take ownership for their learning and support the learning of others.
Evidence:			
Rating:			
Criterion 5 Average Rating:			0.000
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
A1: Assessment for Student Learning – Assessment: Self-assessment of learning connected to the success criteria			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Students are rarely or never given an opportunity to assess their own learning in relation to the success criteria for the learning target.	Students are occasionally given an opportunity to assess their own learning in relation to the success criteria for the learning target.	Students frequently assesses their own learning in relation to the success criteria for the learning target.	Students consistently assesses their own learning in relation to the success criteria and can determine where they are in connection to the learning target.
Evidence:			
Rating:			

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
A2 Assessment for Student Learning – Assessment: Demonstration of learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Assessments are not aligned with the learning targets.	Assessment tasks are partially aligned with the learning targets, allowing students to demonstrate some understanding and/or skill related to the targets.	Assessment tasks are aligned with the learning targets, allowing students to demonstrate their understanding and/or skill related to the targets.	Assessment tasks are aligned with the learning targets and allow students to demonstrate complex understanding and/or skill related to the targets.
Evidence:			
		Rating:	
A3 Assessment for Student Learning – Assessment: Formative assessment opportunities			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never provides formative assessment opportunities during the lesson.	Teacher only provides formative assessment opportunities to determine students' understanding of directions and task.	Teacher provides formative assessment opportunities that align with the learning target(s).	Teacher provides a variety of strategies for formative assessment that align with the learning target(s).
Evidence:			
		Rating:	
A4 Assessment for Student Learning – Assessment: Collection systems for formative assessment data			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses an observable system and/or routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data and occasionally uses the system for instructional purposes.	Teacher has an observable system and routines for recording formative assessment data and frequently uses the system for instructional purposes.	Teacher has an observable system and routines for recording formative assessment data, uses multiple sources and consistently uses the system for instructional purposes.
Evidence:			
		Rating:	
A5 Assessment for Student Learning – Assessment: Student use of assessment data			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Students rarely or never use assessment data to assess their own learning.	Students occasionally use assessment data to assess their own learning, determine learning goals and monitor progress over time.	Students frequently use assessment data to assess their own learning, determine learning goals and monitor progress over time.	Students consistently use assessment data to assess their own learning, determine learning goals and monitor progress over time.
Evidence:			
		Rating:	
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Evidence:			
		Rating:	

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
Student Growth 6.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Evidence:			
		Rating:	
Criterion 6 Average Rating: 0.000			
Criterion 7: Communicating and collaborating with parents and the school community.			
PCC3 Professional Collaboration & Communication – Communication and Collaboration: Parents and guardians			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never communicates in any manner with parents and guardians about student progress.	Teacher occasionally communicates with all parents and guardians about goals of instruction and student progress, but usually relies on only one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress and uses multiple tools to communicate in a timely and positive manner. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.
Evidence:			
		Rating:	
PCC4 Professional Collaboration & Communication – Communication and Collaboration: Communication within the school community about student progress			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher maintains minimal student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).	Teacher maintains accurate and systematic student records. Teacher communicates student progress information to relevant individuals within the school community in a timely way, accurately, and in an organized manner, including both successes and challenges.	Teacher maintains accurate and systematic student records. Teacher communicates student progress information to relevant individuals within the school community in a timely way. Teacher and student communicate accurately and positively about student successes and challenges.
Evidence:			
		Rating:	
Criterion 7 Average Rating: 0.000			

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
PCC1: Professional Collaboration & Communication – Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never collaborates with peers or engages in reflective inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice, and student learning and teacher learning. Teacher occasionally leads collaborative work.
Evidence:			
Rating:			
PCC2: Professional Collaboration & Communication – Professional Learning and Collaboration: Professional and collegial relationships			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never develops or sustains professional and collegial relationships for the purpose of student, staff or district growth. Teacher may subvert professional and collegial relationships.	Teacher develops limited professional and collegial relationships for the purpose of student, staff or district growth.	Teacher develops and sustains professional and collegial relationships for the purpose of student, staff or district growth.	Teacher develops and sustains professional and collegial relationships for the purpose of student, staff or district growth. Teacher serves as a mentor for others' growth and development.
Evidence:			
Rating:			
PCC5: Professional Collaboration & Communication – Professional Responsibilities: Supports school, district, and state curriculum, policy and initiatives			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher is unaware of or does not support school, district, or state initiatives. Teacher violates a district policy or rarely or never follows district curriculum/pacing guide.	Teacher supports and has a basic understanding of school, district, and state initiatives. Teacher follows district policies and curriculum/pacing guide.	Teacher supports and has a solid understanding of school, district, and state initiatives. Teacher follows district policies and implements district curricula and policy. Teacher makes pacing adjustments as appropriate, to meet whole group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, district, and state initiatives. Teacher follows district policies and implements district curricula and policy. Teacher makes pacing adjustments as appropriate, to meet whole group needs without compromising an aligned curriculum.
Evidence:			
Rating:			
PCC6: Professional Collaboration & Communication – Professional Responsibilities: Ethics and advocacy			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.
Evidence:			
Rating:			

Rubric

Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)	School:	Select School
School Year:	2014-15	Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.
Evidence:			
		Rating:	
Criterion 8 Average Rating:			0.000

Next Steps

Teacher Name:	Enter Teacher's Name		Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)		School:	Select School
School Year:	2014-15		Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value		Evaluation Type:	Select Evaluation Type
			Comments:	Enter additional comments here

NEXT STEPS:

Criterion 1:	
Criterion 2:	
Criterion 3:	
Criterion 4:	
Criterion 5:	
Criterion 6:	
Criterion 7:	
Criterion 8:	

Teacher Evaluation Summary

Teacher Name:	Enter Teacher's Name		Evaluator:	Enter Principal Name
Grade Level(s):	Enter Grades(s)		School:	Select School
School Year:	2014-15		Subject(s):	Enter Subject(s)
Teaching in Area of Endorsement?:	Select value		Evaluation Type:	Select Evaluation Type
			Comments:	Enter additional comments here

State Criteria Scores:

Criteria	1	2	3	4	5	6	7	8	Total Score
Score	0	0	0	0	0	0	0	0	0

29-32 4-Distinguished
22-28 3-Proficient
15-21 2-Basic
8-14 1-Unsatisfactory

Student Growth Scores:

Criteria	3.1	3.2	6.1	6.2	8.1	Total Score
Score						0

18-20 High
13-17 Average
5-12 Low

Evaluator:

(Evaluator Signature)

(Printed Name)

(Date)

Employee:

(Evaluator Signature)


(Printed Name)

(Date)

0

(Employee Nbr)

My signature indicates that I have received this evaluation. It does not necessarily indicate agreement with the findings.

 <p>TACOMA PUBLIC SCHOOLS <small>EVERY STUDENT. EVERY DAY.</small></p>	Explanation of Unsatisfactory or Basic Rating			
	Teacher Name:	Enter Teacher's Name	Evaluator:	Enter Principal Name
	Grade Level(s):	Enter Grades(s)	School:	Select School
	School Year:	2014-15	Subject(s):	Enter Subject(s)
	Teaching in Area of Endorsement?:	Select value	Evaluation Type:	Select Evaluation Type
			Comments:	Enter additional comments here
<div>Original to Human Resources</div> <div>Copy to Building File</div> <div>Copy to Employee</div>				
Observation Number: _____ Observation Date: _____				
Explanation of Rating:				
<div></div>				
Evaluator's Signature _____				
Teacher's Signature: _____				

Employee Personal Property Loss/Damage Claim Form Instructions

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

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



Employee Name _____ Employee ID# _____

Mailing Address _____ City _____ Zip _____

Work Location / Bargaining Group _____

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

Property Description

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

Name of Insurance Company _____

Please include a copy of insurance policy showing deductible amount.

Describe how damage/loss occurred...

Reported to: ☐ Police Report _____ Principal/Administrator _____ Date Reported _____

Police No. _____

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

Employee Signature Title Date

PRINCIPAL/ADMINISTRATOR RECOMMENDATION

☐ APPROVE ☐ DISAPPROVE REASON _____

Principal / Administrator Signature Title Date

AMOUNT TO BE PAID
\$ _____

Claims Manager Signature Date

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

Company	Accounting Unit	Account	Amount
10	97000.68.____012	5737	\$ _____

Accounting Control	Payment Date
_____	_____

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

Director of Financial Services

RESET FORM

WAIVER OF CLASS SIZE LIMITS FORM **GRADES 6-12**



Teacher:	School:
Class Period(s) and maximum number of students accepted for each period listed:	
Subjects:	
Semester/Trimester:	School Year:

I agree to waive the class size limits specified in the collective bargaining agreement, Sectionu'84 cpf '85."for the above named class(es), during the time period specified, with the following conditions: 1. My agreement to this waiver is strictly voluntary; 2. My agreement to this waiver does not grant to me any right to preferential selection of students; 3. My agreement to this waiver shall only be valid for the time specified; and 4. My agreement to this waiver shall only be valid for the period(s) and number(s) of students specified herein.

To be valid, this form must be completed by the second (2nd) Friday or fifteenth (15th) student day (whichever is later) of the semester/trimester, in which this waiver is specified or at the date at which I have agreed to waive class size maximums if the overload has occurred after the second (2nd) Friday of the semester/trimester.

A teacher's decision to agree or not agree to a class size waiver shall not be made a part of any evaluation, shall not be noted in any personnel file and shall not result in any inequity of treatment.

Teacher Signature:	Date:
Principal Signature:	Date:

Copies: Human Resources, Tacoma Education Association

Appendix VII. Request for Peer Review of Individual Workload Equity Form

Requests are to be submitted to the Assistant Superintendent, Human Resources.

Copies are also to be submitted to the Association and the employee's supervisor.

To be completed by employee

Date Requested: _____

Requester: _____

School / Department: _____

Positions impacted: _____

Participants necessary to solve the problem: _____

Brief statement of the issue(s) to be resolved: _____

To be completed by Human Resources

Date Received: _____ Designation of Committee completed: _____

Committee Meeting Scheduled: _____ Meeting Date: _____
within 7 days of receipt

Participants necessary to solve the problem: _____

Deputy Supt. / Designee: _____

Asst. Supt. HR / Designee: _____

Program Director: _____

Association UniServ Rep: _____

District Appointees: _____

Association Appointees (Peers): _____

Others : _____

Requests for information sent to: _____ Responses to information requests due: _____

— Disposition —

Timeline extensions made: _____ Recommendations due: _____

Recommendations forwarded to Asst Supt HR or Designee: _____

Recommendations approved: yes / no

If committee recommendations not approved – recommended actions: _____

Statement and date of resolution: _____

Timeline for implementation: _____

Were the conclusions of the committee unanimous? Y/N if No, dissenting opinions listed.

Assistant Superintendent Human Resources - Signature: _____

TACOMA PUBLIC SCHOOLS

Contract

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

Name: (Hereinafter called the Employee)
Empl Nbr:
Position: Non-Supervisory Certificated Position
Contract Year: 2014-2015
*Contract days: (prorated if starting after start of school year)
FTE:

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

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

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

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

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

By order of the Board of Directors



Carla J. Santoro,
Superintendent

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

Employee's Signature

Date

APPENDIX VIII

TACOMA SCHOOL DISTRICT NO. 10 Professional Responsibility Supplemental Contract

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

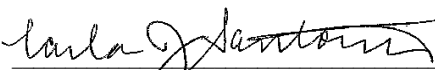
- (1) attendance on the day before the first student day of the year and at the conference/semester day;
- (2) preparation of the classroom or work spaces during the school year for quality instruction or support of instruction;
- (3) conference with parents and/or students;
- (4) preparation for and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

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

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

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

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



Carla J. Santoro,
Superintendent

Sign and return one copy to the Human Resources Office within ten (10) calendar days of

Employee's Signature

Date

Issue Date

TACOMA PUBLIC SCHOOLS SUPPLEMENTAL CONTRACT

It is hereby agreed that: _____ ID#: _____

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

and shall receive a stipend as indicated below:

Position: _____ Stipend: _____

Location: _____ Effective date: _____

Services to be rendered

AS NEEDED TO FULFILL RESPONSIBILITIES OF ABOVE POSITION

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

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

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

<signature on file>

Carla J. Santorno,
Superintendent

Employee's Signature

Date

Name School

Tacoma Public Schools
Discrimination Complaint Form

APPENDIX X

Tacoma School District No. 10 shall provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity shall be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. The district also prohibits the use of racial, ethnic, and/or sexual slurs, including sexual harassment.

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

- ☐ Age
- ☐ Creed
- ☐ Color
- ☐ Disability or use of a Trained Dog Guide/Service Animal by a Person with a Disability
- ☐ Gender/Sex (including Sexual Harassment or Pregnancy Discrimination)
- ☐ Gender Expression or Identity
- ☐ Honorably-discharged Veteran or Military Status
- ☐ Marital Status
- ☐ National Origin
- ☐ Race
- ☐ Religion
- ☐ Sexual Orientation

Complainant Name: _____ Date: _____

Work Location: _____

Telephone (Home/Work/Cell): _____

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

Complaint:

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

Return completed form to: Human Resources Office

Rev. 4/1/15

Tacoma Public Schools
Discrimination Complaint Form

Resolution requested:

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

Signature of complainant

Date

Date received: _____

Received by: _____

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

Return completed form to: Human Resources Office

Rev. 4/1/15

FOUR-YEAR EVALUATION SCHEDULE

The four year evaluation cycle begins with the 2014-2015 school year. The four year evaluation schedule listed below is to be used with all teachers, educational staff associates, ESA, and teachers on special assignment. TOSAs use the long evaluation record.

If you have concerns with the performance of a staff member scheduled for a focused evaluation, your decision to evaluate such an individual on a Comprehensive Evaluation would take precedence.

In order to avoid future scheduling problems, it is important that this schedule be adhered to without exception

EVALUATION DESIGNATION FOR A
FOUR-YEAR CYCLE

Last Name	2014-2015	2015-2016	2016-2017	2017-2018
A-D	Comprehensive	Focused	Focused	Focused
E-J	Focused	Comprehensive	Focused	Focused
K-Q	Focused	Focused	Comprehensive	Focused
R-Z	Focused	Focused	Focused	Comprehensive



Name: Click here to enter text.

Staffing Category: Click here to enter text.

Current Assignment: Click here to enter text.

Date Submitted: Click here to enter text.

School Mission: Click here to enter text.

SCDM Approved Building Initiatives: Click here to enter text.

I. Professional Expertise

Click here to enter text.

II. Implementation of School Mission/Initiatives & Common Agreements

Click here to enter text.

III. Contributions

Click here to enter text.

IV. Student Learning/Growth: Self-Selected

1. **Goal:** Click here to enter text. **Evidence:** Click here to enter text.

2. **Goal:** Click here to enter text. **Evidence:** Click here to enter text.

3. **Goal:** Click here to enter text. **Evidence:** Click here to enter text.

Signature:

Date: Click here to enter text.

SELF-REPORT SCORING RUBRIC

APPENDIX XIII

PROFESSIONAL EXPERTISE: Certifications, endorsements, and specialized skills that are relevant and connected to building focus and/or current placement.

4	3	2	1
Possesses minimum certification requirements AND Provides <i>multiple</i> pieces of evidence of participation in professional growth within the last 5 years relevant to declared assignment/position AND Professional development learning is evident in current assignment.	Possesses minimum certification requirements AND Provides <i>multiple</i> pieces of evidence of participation in professional growth within the last 5 years relevant to declared assignment/position.	Possesses minimum certification requirements AND Provides <i>some</i> evidence of participation in professional growth within the last 5 years relevant to declared assignment/position.	Possesses minimum certification requirements (degree, certification, endorsement or HQ status) for declared assignment/position.

IMPLEMENTATION OF SCHOOL MISSION, INITIATIVES, and COMMON AGREEMENTS: Contributions to the implementation of the school's SCDM approved mission, initiatives, and common agreements.

4	3	2	1
Provides <i>multiple</i> pieces of evidence that the educator keeps collective commitments to practices that promote school mission, initiatives, and common agreements AND Takes a proactive and collaborative role in the implementation of these agreements.	Provides <i>multiple</i> pieces of evidence that educator keeps collective commitments to practices that promote school mission, initiatives, and common agreements.	Provides <i>some</i> evidence that educator keeps collective commitments to practices that promote school mission, initiatives, and common agreements.	Provides <i>no</i> evidence that educator keeps collective commitments to practices that promote school mission, initiatives, and common agreements.

CONTRIBUTIONS: Curricular and extracurricular activities that enhance the school community.

4	3	2	1
Provides <i>multiple</i> pieces of evidence of <i>participation</i> in activities that enhance the school community beyond those required for current assignment AND Provides evidence of <i>leadership</i> in activities that enhance the school community beyond those required for current assignment.	Provides <i>multiple</i> pieces of evidence of <i>participation</i> in activities that enhance the school community beyond those required for current assignment.	Provides <i>some</i> evidence of <i>participation</i> in activities that enhance the school community beyond those required for current assignment.	<i>No</i> evidence of <i>participation</i> in activities that enhance the school community beyond those required for current assignment.

STUDENT LEARNING/GROWTH: Educator-set goals are self-defined within the context of the specific students and staffing category. The intent is not to compare teachers or student growth based solely on state or district assessment scores.

4	3	2	1
The educator provides <i>multiple pieces</i> of evidence that demonstrate <i>growth meeting</i> educator-set goals for student learning.	The educator provides evidence that demonstrates <i>growth meeting</i> educator-set goals for student learning.	The educator provides evidence that demonstrates <i>growth approaching</i> educator-set goals for student learning.	The educator <i>provides no</i> evidence that demonstrates growth toward educator-set goals for student learning.



SCORING NARRATIVE

School Year Click here to enter text.

Principal: Click here to enter text.

TEA Representative: Click here to enter text.

SCDM Chair: Click here to enter text.

School: Click here to enter text.

Employee Name: Click here to enter text.

Staffing Category: Click here to enter text.

Date Scored by Building Committee: Click here to enter text.

Displacement Decision: Click here to enter text.

DIRECTIONS: Using the 4-point rubric, score the following sections of the employee's *Self-Report* and provide justification in the space provided.

I. Professional Expertise

Score: Click here to enter text.

Click here to enter text.

II. Implementation of School Mission/Initiatives & Common Agreements

Score: Click here to enter text.

Click here to enter text.

III. Contributions

Score: Click here to enter text.

Click here to enter text.

IV. Student Learning/Growth: Self-Selected

Score: Click here to enter text.

Click here to enter text.

APPEAL TIMELINE (To be completed by Building Displacement Committee & ERC Chair)

Date of Displacement Notification..... Click here to enter text. (By April 1st, or as soon as possible thereafter)

Request for Appeal Due By..... Click here to enter text. (within 5 working days of Displacement Notification)

Date Request for Appeal Received..... Click here to enter text.

TEA ERC Notification Due By..... Click here to enter text. (within 5 working days of Request for Appeal)

Date TEA ERC Notification Received Click here to enter text.

Appeals Review to be Conducted By..... Click here to enter text. (within 5 working days of TEA ERC Notification)

Date Appeals Review Conducted..... Click here to enter text.

Final Determination to Principal Due By..... Click here to enter text. (within 3 working days of Appeals Review)

Date of Final Determination to Principal..... Click here to enter text.

Date Employee Notified of Final Decision..... Click here to enter text. (within 1 working day of Final Determination to Principal)

I, Click here to enter text., elect to file an appeal of my *Self-Report* score, and submit this signed Scoring Narrative as my notice of appeal on this, the Click here to enter text. day of Click here to enter text., 20 Click here to enter text..

SIGNATURE: _____