

AGREEMENT

between the

Board of Directors



and the

**TACOMA ASSOCIATION OF EDUCATIONAL
OFFICE PROFESSIONALS**

and

**TACOMA ASSOCIATION OF
PUBLIC SCHOOLS
PROFESSIONAL & TECHNICAL EMPLOYEES**

September 1, 2014 - August 31, 2019

Tacoma, Washington

TACOMA SCHOOL DISTRICT #10

BOARD OF DIRECTORS

Kurt Miller, President
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Karen Vialle
Catherine Ushka
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SUPERINTENDENT

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- 1 I. **Replacement Employee:** An individual employed to fill in an available position caused
2 by an extended leave of absence in excess of three (3) months. Said employee receives
3 prorated benefits based upon the term of the assignment.
4
- 5 J. **Seniority:** Seniority means the length of service within the district as a member of either
6 TAEOP or TAPSPTE. Seniority accrued in a position represented by one Association
7 continues to apply if a bargaining unit member transfers to a position represented by the
8 other Association. Seniority among employees with the same seniority date shall be
9 determined by lot. Seniority shall not be lost for authorized leave or layoff status.
10 Seniority will be restored to TAEOP or TAPSPTE members who resign and are rehired
11 by the district.
12
- 13 K. **Substitute Employee:** An individual employed on an "on call" basis, usually assigned to
14 "fill in" for an incumbent who is absent randomly or for a short term. A substitute
15 employee receives no benefits. A substitute employee who works twenty (20) days in
16 one assignment or thirty (30) days in a fiscal year has the rights included in the following
17 sections of the agreement:
18
- | | | |
|----|------------|---|
| 19 | Section 1 | Definitions |
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- 33 L. **Temporary Employee:** An individual employed for extra help or a specific project four
34 (4) or more hours per day, not to exceed 720 hours in a fiscal year. A temporary
35 employee receives no benefits. The number of hours per day and work days are
36 determined by the supervisor.
37
- 38 The District will not replace a temporary employee who has worked 720 hours in a
39 project with another temporary employee to continue performing the same duties in the
40 project.
41
- 42 M. **Year of Service:** 115 (for twelve (12) month employees) and ninety-eight (98) (for ten
43 (10) month employees) or more regular days of pay during the fiscal year, including days
44 of leave with pay.
45

Section 2. Recognition and Unit Designation

A. Recognition: The Board recognizes that the Association is the exclusive representative of all employees in the bargaining unit(s) described in Section 2.

B. Bargaining unit(s): The bargaining unit to which this Agreement is applicable is composed of all regular full-year and regular part-year Office Professionals, and all Professional-Technical employees.

Office Professionals in assignments as confidential secretaries are excluded from the bargaining unit. Confidential secretary positions include secretaries to the superintendent, board of directors, administrators preparing or conducting collective bargaining or administering collective bargaining agreements, and administrators with official responsibility for employment policy formulation as mutually agreed by the Labor Management Committee consistent with the Public Employment Relations Commission (PERC) guidelines. Exempt employees retain contractual rights consistent with Section 2 (F) upon return to a position within the bargaining unit.

The District and Association shall meet prior to designation of added exempt positions. If the parties cannot agree on a designation, the PERC shall be contacted to resolve dispute.

C. Any disagreement between the District and the Association regarding positions appropriate to this bargaining unit will be resolved in accordance with Chapter 41.56 RCW.

D. 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.

E. 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.

F. When an employee is transferred or promoted from a non-exempt Office Professional position to one which is exempt, said employee may be transferred or promoted back to a non-exempt Office Professional position. Said employee retains all rights, such as sick leave, seniority, layoff, etc., earned as an employee in the non-exempt and exempt position.

Section 3. 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 the United States for the management and operation of the District, subject to the provisions of this Agreement.

Section 4. Bargaining Unit Privileges

- A. Up to a total of twenty-two (22) days of released time per year shall be provided to each Association for the officers and representatives of the Association. In addition to this, the Associations will be allowed twenty (20) days of released time per year for which the cost of a substitute will be paid by the Association.
- B. The Human Resources Office, in cooperation with the Association, will make the determination to provide or not provide substitute(s).
- C. The parties agree that if the TAEOP and/or TAPSPTE have used up their authorized days of released time for the year, TEA may utilize any of its unused days of released time for the officers and representatives of the TAEOP and TAPSPTE.
- D. Requests for such leave shall be made through the Human Resources Office 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 41.56 RCW. Disputes as to the legality of any application of this provision shall be referred to the Public Employment Relations Commission for determination and shall not be processed as grievances under the arbitration provision of this Agreement.
- E. Upon written authorization, the District agrees to deduct membership dues from payrolls and forward said dues promptly to the Association. All enrollments and cancellations shall be handled by the appropriate officers of the Association. Cancellation of dues must be received in the Finance Department directly from the officers of the Association. The District shall provide for automatic reinstatement of deduction for Association dues for employees returning from leave unless canceled; through written notice by the Association.

Section 5. Representation Fee

- A. No employee will be required to join the Association; however, those employees who are not Association members but are members of the bargaining unit will have deducted from their salaries a representation fee. The District is authorized to deduct the required amount from each monthly paycheck. The amount of the representation fee will be determined by the Association and communicated to the Finance Department in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that non-members shall be neither required nor allowed to make a political deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.
- B. In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bonafide objections will be resolved according to the provisions of RCW 41.56.122 and the appropriate WAC.

- 1 C. The Association agrees to defend, indemnify and hold the District harmless (suits by the
2 District excepted) against any and all claims, suits, orders or judgments brought or issued
3 against the District pursuant to proper implementation of this section contingent upon the
4 District's agreement that the Association shall be authorized to defend such suit through
5 an attorney of the Association's own choosing.

6 **Section 6. Grievance Procedure**

- 7
8 A. Definition: A grievance is a claim based upon an alleged violation of this Agreement,
9 written District policies, regulations and rules adopted by the Board or unfair and
10 inequitable treatment of an employee by an administrator/supervisor.

- 11
12 B. Procedure: Grievances shall be processed as rapidly as possible; the number of days
13 indicated at each step shall be considered as maximum, and every effort shall be made to
14 expedite the process. Time limits under unusual circumstances may be extended by
15 mutual consent.

16
17 If a formal grievance is not filed within fifty (50) business days of the act or the creation
18 of the condition on which the grievance is based, then the grievance shall be waived.

- 19
20 C. **LEVEL I:** An employee with a grievance shall discuss the grievance first with his/her
21 immediate administrator. Every effort shall be made to solve the grievance at this level
22 in an informal manner.

- 23
24 D. **LEVEL II:** In the event the grievance is not resolved informally, it shall be reduced to
25 writing and presented to the immediate administrator as the second step of Level I.
26 Within five (5) business days after the written grievance is presented, the administrator
27 shall render a decision thereon, in writing, and present it to the grievant.

- 28
29 E. **LEVEL III:** If the aggrieved employee is not satisfied with the disposition of the
30 grievance at Level II, or if no decision has been rendered within five (5) business days
31 after the presentation of the grievance, he/she may file the grievance in writing on the
32 grievance form with the Superintendent, with a copy to the immediate administrator and
33 to the Association. The Superintendent, or designated representative(s), shall represent
34 the administration at this level of the grievance procedure. Within five (5) business days
35 after receiving the written grievance, the Superintendent, or designated representative(s),
36 shall establish a meeting date with the aggrieved in an effort to resolve the grievance. If a
37 Level III grievance is not filed in writing with the Superintendent within five (5) business
38 days after a Level II decision has been received in writing, then the grievance shall be
39 waived.

- 40
41 1. The decision from Level III shall be in writing and delivered to the aggrieved
42 employee and a copy shall be delivered to the Association.
43
44 2. If the aggrieved employee is not satisfied with the disposition of the grievance at
45 Level III or if no decision has been rendered within five (5) business days after the

meeting with the Superintendent, or designated representative(s), the Association may file a Level IV grievance.

F. **LEVEL IV:** If the aggrieved is not satisfied with the disposition of the grievance at Level III, the grievant may, within five (5) business days after the decision is rendered, request in writing to the Association with a copy to the Superintendent, that the grievance be submitted to arbitration.

1. Employee/Association Option: At the employee's option, a grievance may be submitted in writing to the Board prior to a request for arbitration 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 designated representative(s). The President of the Board shall review the grievance appeal and shall determine whether or not a Board level grievance appeal shall be held. If the Board level grievance appeal is not held, the President of the Board shall reply to the grievant in writing within five (5) days.
2. If the grievance is submitted to the Board, the Association's time limit for requesting arbitration is tolled until the Board action is completed. The Association may, within ten (10) business days after the receipt of the request, submit the grievance to arbitration by so notifying the Superintendent in writing.
3. The Association may request a list of arbitrators from the Federal Mediation and Conciliation Service. The District and the Association will select an arbitrator by alternately striking names from the list until an arbitrator is determined.
4. As an alternative, the Association may submit the grievance to the American Arbitration Association (AAA). If the AAA is used the parties will be bound by the voluntary rules and procedures of the AAA for the selection of the arbitrator.
5. The arbitrator shall confer promptly with the representatives of the District and of the Association, review the record of prior meetings and hold such further hearings as deemed necessary.
6. The arbitrator will have authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.
7. The arbitrator's findings shall be submitted in writing as soon as possible to the District and to the Association and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
8. Any costs for the services of the arbitrator shall be shared equally by the District and the Association.

- 1
2 9. Fees which are charged by an arbitrator for canceling or postponing an arbitration
3 hearing shall be paid by the party who initiates the cancellation or the postponement,
4 unless the District and the Association mutually agree to other arrangements in
5 reaching a settlement to the grievance.
6

7 **G. SUPPLEMENTAL CONDITIONS:**
8

- 9 1. At each step of the procedure for adjusting grievances, the employee may be
10 accompanied by a designated representative of the Association. Any person(s)
11 employed by the District or Association who might contribute to resolution of the
12 grievance may be requested by the employee and/or the official representative.
13
14 2. When a grievance hearing is held at Level III and the grievance involves an
15 immediate supervisor, the supervisor shall be present if requested by the grievant.
16
17 3. Exclusive representation for a grievant shall be through the Association except for an
18 employee who may elect self-representation.
19
20 4. There shall be no reprisal by the Association, the District or its employees by reason
21 of the involvement of any person in the grievance procedure.
22
23 5. Nothing herein contained shall be construed as limiting the right of any employee
24 having a grievance to discuss the matter informally with an appropriate member of
25 the administration.
26
27 6. A grievance may be lodged by the Association.
28
29 7. Certain grievances which are not under the jurisdiction of the immediate
30 administrative supervisor and are based upon administrative action taken by an
31 administrator other than the immediate supervisor shall be initiated at Level III of the
32 grievance procedure. A copy of the grievance shall be provided to the immediate
33 supervisor.
34
35 8. The District agrees to furnish the Association, upon request of a designated
36 representative, information which may be necessary to process any grievance or
37 complaint.

38 **Section 7. Bargaining Procedures and Labor Management Meetings**
39

- 40 A. Bargaining will be conducted at times and places mutually agreeable to the negotiators
41 named by each party, provided the first meeting shall be held within ten (10) business
42 days after a request by either party.
43
44 B. At least five (5) negotiators on the Association team will be released from work to
45 negotiate without loss of pay when day sessions are scheduled. Substitutes will be
46 provided by the District as needed.

1
2 C. Agreements reached between the parties to this Agreement shall become effective only
3 when signed by the Board and the Association after ratification.
4

5 D. Labor Management Meetings: At least monthly or at the written request of the District or
6 the Association, labor management meetings shall be held to discuss issues of mutual
7 interest to the parties; to resolve concerns regarding the interpretation and
8 implementation of the collective bargaining agreement and to provide an opportunity for
9 the Association to provide feedback to the Superintendent's designee on District
10 operations and direction.
11

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

17 The Association may include up to six (6) employee representatives and UniServ
18 Directors. The Superintendent's designee, Assistant Superintendent of HR and up to four
19 (4) additional members shall represent the District. Other resource personnel shall be
20 available upon request by either party.
21

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

24 **Section 8. Staff Diversity Plan** 25

26 A. The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with
27 federal and state law.
28

29 B. Recommendations for changes in the plan may be made by the Association. Copies of the
30 Staff Diversity Plan are available upon request from the Equity and Diversity Office.

31 **Section 9. Equitable Treatment** 32

33 A. The Tacoma School District and the Tacoma Education Association agree to comply with
34 all state and federal guidelines and/or regulations. Therefore, all applicants seeking
35 employment opportunities will be considered and will not be discriminated against on the
36 basis of race, color, national origin, sex or disability. This is in accordance with Title VI
37 of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended;
38 Title IX of the Education Amendments of 1972, as amended and Chapter 28A.640/RCW.
39

40 B. The District will not illegally discriminate in applying the provisions of this Agreement.
41

42 C. The District shall not discriminate against any employee in violation of this Agreement
43 and/or, state and federal laws, rules, and/or regulations.
44

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

3 **Section 10. Harassment**
4

- 5 A. Any employee who has a complaint regarding sexual or racial harassment may file said
6 complaint with the Office of Equity and Diversity. The appropriate form may be
7 obtained from this office. A copy of the form is reproduced in Appendix V of this
8 Agreement.
9
- 10 B. Any employee who has a complaint regarding harassment, intimidation or bullying may
11 file said complaint with his/her direct supervisor or site compliance officer. If the
12 complaint is not satisfactorily resolved or if the complaint involves either the supervisor
13 or compliance officer, the complaint should be made with the District HIB Officer. The
14 appropriate form may be obtained on the district website. A copy of the form is
15 reproduced in Appendix IV of this Agreement.

16 **Section 11. Site-Centered Decision-Making**
17

- 18 A. School-based Office Professionals have the rights to participate in their school's site-
19 centered decision-making team and process as established in Section 17 of the collective
20 bargaining agreement in effect between the District and the Tacoma Education
21 Association certificated unit.
22
- 23 B. During the term of this agreement the District and representatives of TAEOP and
24 TAPSTE shall implement a task force to develop a site-centered decision-making model
25 for non-school sites and departments that addresses at least the following issues:
26
- 27 1. That all staff be involved in understanding and planning for workplace changes that
28 affect them and understand the concept of continuous change.
29
- 30 2. That financial, legal, and program changes need to be addressed constantly in the
31 administration of school districts.
32
- 33 3. That formal reorganization processes are time-consuming, not responsive to
34 intervening change, and are inflexible in ways detrimental to the District and
35 Associations.
36
- 37 4. That the involvement of all staff in a department or office must be accomplished in a
38 way that respects the collective bargaining rights of all unions and associations
39 affected.
40
- 41 C. Employee Participation: Selection of representatives to District and/or site committees
42
- 43 1. The parties agree that authentic employee participation on District, site and program
44 committees is essential to creating a learning community and effective work force.
45 Such participation is often accomplished through representation.

- 1
- 2 2. Employees who are expected to represent their site colleagues on District, site or
- 3 program committees should be selected for such representation by their appropriate
- 4 constituents or their respective representatives. The TAEOP or TAPSPTE
- 5 representatives shall facilitate the election or selection of employees who serve as
- 6 representatives on District or site committees.
- 7
- 8 3. Examples of such committees shall include but not be limited to the following:
- 9 professional development committees, SCDM and planning committees.
- 10 Representation might be according to sites, programs or departments.
- 11
- 12 4. It shall be understood that an employee so selected or elected to represent employees
- 13 shall be expected to communicate with employees s/he represents. Accordingly,
- 14 managers and/or program directors shall provide access to time at staff meetings,
- 15 copy machines and other resources needed for adequate representation of employees.

16 **ARTICLE II - SALARY, HOURS AND BENEFITS**

17 **Section 12. Salary and Classifications**

- 18
- 19 A. The salary schedules are appended and fully incorporated herein. Detailed schedules may
- 20 be found in Appendix I, OP Salary Schedule, and Appendix II, PT Salary Schedule.
- 21

22 Year 1 (2014-15):

- 23 • State pass-through percentage amount for cost of living increases for educational
- 24 employees.
- 25 • 1.6% applied to the salary schedule
- 26

27 Year 2 (2015-16):

- 28 • State pass-through percentage amount for cost of living increases for educational
- 29 employees.
- 30 • 2.4% applied to the salary schedule
- 31 • 1% OP and PT 25-year step increase, payable at the end of the 24th year
- 32 • 1% OP and PT 30-year step increase, payable at the end of the 29th year
- 33

34 Year 3 (2016-17):

- 35 • State pass-through percentage amount for cost of living increases for educational
- 36 employees.
- 37 • 2.4% applied to the salary schedule
- 38 • 1% OP and PT 25-year step increase, payable at the end of the 24th year
- 39 • 1% OP and PT 30-year step increase, payable at the end of the 29th year
- 40

41 Year 4 (2017-18):

- 42 • State pass-through percentage amount for cost of living increases for educational
- 43 employees.
- 44 • 0.5% applied to the salary schedule

- 1% OP and PT 25-year step increase, payable at the end of the 24th year
- 1% OP and PT 30-year step increase, payable at the end of the 29th year

Year 5 (2018-19):

- State pass-through percentage amount for cost of living increases for educational employees.
- 2.5% applied to the salary schedule
- 1% OP and PT 25-year step increase, payable at the end of the 24th year
- 1% OP and PT 30-year step increase, payable at the end of the 29th year

Either party may reopen the Agreement sixty (60) days prior to August 31, 2019 for the purpose of negotiating changes to the salary schedule. In the event the Legislature reduces State monies to the District for salary increases or decreases (as the case may be) the District and Association will reopen this section for negotiations for the purpose of distributing such additional monies or allocating such reductions.

B. The salary schedule is effective September 1 annually.

C. Salaries for new Professional-Technical and Office Professional employees begin with the first steps of the appropriate classification. Credits may be given, however, for previous experience upon recommendation of the Assistant Superintendent, Human Resources, and with the approval of the Superintendent.

When a position has been posted for thirty (30) days and no qualified applicants have applied for the position, the position is deemed "hard-to-fill." The position can then be advertised as having a one-time signing bonus of three and one-half percent (3.5%) of base salary in an amount up to \$1,000.

D. Employees who transfer to the Professional-Technical or Office Professional schedule from another bargaining unit within the District will be placed on the appropriate salary schedule at a level which does not constitute an involuntary reduction in pay.

E. Employees whose classifications are changed at the end of a school year are given their service increment and then placed on the corresponding step of the new classification.

F. Effective on the twenty-first (21st) consecutive work day of temporary reassignment, the employee reassigned will be compensated at the employee's regular step at the higher classification retroactive to the first day of such assignment. No adjustment in salary will be made for temporary reassignments of less than twenty (20) consecutive work days or for temporary reassignments when an employee is on normal vacation.

G. An employee will be advanced one (1) service increment on the salary schedule for one hundred fifteen (115) or more days worked and/or paid days of leave performed between September 1 and the following August 31 annually. The service increment is effective the following September 1. A ten (10) month employee is entitled to a year of service for ninety-eight (98) or more regular work days and/or paid days of leave pursuant to the

1 annual work schedule for ten (10) month employees. The service increment is effective
2 the first working day of the annual work schedule of the new school year for ten (10)
3 month employees.
4

- 5 H. After fifteen (15) years of service to the Tacoma School District an employee will receive
6 a fifteen (15) year service increment. A fifteen (15) year service increment equals one
7 regular increment at the employee's present classification.
8

9 After nineteen (19) years of service to the Tacoma School District an employee will
10 receive a twenty (20) year service increment. A twenty (20) year service increment
11 equals one regular increment at the employee's present classification.
12

13 Effective September 1, 2015, after twenty-four (24) years of service to the Tacoma
14 School District, an employee will receive a twenty-five (25) year one percent (1%) step
15 increase.
16

17 Effective September 1, 2015, after twenty-nine (29) years of service to the Tacoma
18 School District, an employee will receive a thirty (30) year one percent (1%) step
19 increase.
20

- 21 I. Senior Staff Opportunity: Office Professional/Professional-Technical employees who
22 give notice of their retirement sixty (60) days prior to their retirement date in any given
23 school year shall be eligible for two (2) additional days of work, at their per diem rate of
24 pay, as mutually agreed to by his/her supervisor.
25

- 26 J. A former employee who returns to the employ of the District within five (5) years of date
27 of termination may be reappointed on the same step of the salary schedule, but not
28 necessarily at the same classification, to which said employee was entitled at the time of
29 resignation. A former employee whose absence exceeds five (5) years will be
30 reappointed on the same basis as prevails for original employment.
31

- 32 K. A part-year Professional-Technical employee hired after January 1, 1985, shall receive
33 the appropriate proration of the annual salary for the scheduled days. In addition, all
34 part-year employees shall be paid at the appropriate daily rate for full-year employees for
35 the classification for additional work, such as workshops, overtime, etc.
36

- 37 L. Overtime work for Office Professionals or Professional-Technical employees is any
38 required work beyond eight (8) hours of pay per day or forty (40) hours of pay per week,
39 except for work schedule changes pursuant to the "Work Day" section of this Agreement,
40 and will be paid at the time and one-half rate for the hours worked, pursuant to Section 12
41 (T3). Overtime work required on Sundays, holidays or when recalled while on an
42 authorized vacation will be paid at the double time rate for the hours worked.
43

- 44 1. Overtime which is not authorized in advance by the division head or authorized
45 supervisor may be subject to appropriate discipline; provided, however, if an
46 administrator in charge of the division/department or designated supervisor is not

- 1 available, an employee may work overtime in an emergency situation. In such a case,
2 said employee must notify the supervisor in charge within twenty-four (24) hours of
3 the overtime.
4
- 5 2. An employee who works overtime shall be compensated with pay or compensatory
6 time, and shall report the overtime for compensation in the pay period when the time
7 was worked. The employee and supervisor must agree if compensatory time is to be
8 chosen in lieu of overtime pay. No employee will be permitted to accumulate more
9 than one hundred (100) hours of compensatory time which has been earned at the
10 time and one-half or double time rates. Compensatory time earned will not be lost.
11 Any overtime required by an employee with one hundred (100) hours of accumulated
12 compensatory time will be paid at the appropriate rate in accordance with the regular
13 payroll cycle.
14
- 15 3. Every year compensatory leave balances as of August 31 will be paid off in
16 September at the rate earned during the preceding year. If a compensatory time
17 balance is not paid by the District or used by the employee before termination of
18 employment, it will be paid as part of the employee's final pay warrant.
19
- 20 M. In the event an employee in a department is absent ten (10) working days, the supervisor
21 will endeavor to ensure an equitable distribution of said employee's workload among
22 remaining staff. If such an absence creates an extraordinary hardship on an individual
23 employee, the employee may request a meeting with the supervisor, Manager, Employee
24 Support of the Director of Employee and Labor Relations, and association representation
25 to resolve the workload concern. If a satisfactory resolution is not achieved, the
26 employee may pursue the grievance process. If a "remaining" employee is required to
27 work additional hours in order to complete his/her regular work assignments,
28 compensation will be in accordance with the provisions of this section.
29
- 30 N. PROFESSIONAL STANDARDS PROGRAM - Office Professionals who have earned
31 certificates under the Professional Standards Program of the National Association of
32 Educational Office Professionals (NAEOP) will be paid the following annual
33 remuneration, except as provided herein. Employees receiving certification during the
34 year will begin receiving the prorated stipend beginning the month following the
35 District's receipt of the certified copy of the certificate from the NAEOP.
36

Certificate	Pay Rate
Basic Certificate	.07/hr.
Associate Professional Certificate	.09/hr.
Advanced Certificate I	.12/hr.
Advanced Certificate II	.14/hr.
Advanced Certificate III	.16/hr.
Professional Certificate	.18/hr.

Master Certificate .21/hr.

Certified Educational Office Employee Certificate .24/hr.

O. An employee with a Professional Standards Certificate will only receive the stipend for the highest certificate held.

P. EDUCATIONAL PROGRAM - Office Professionals who have a two (2) year associate degree in the secretarial science field which has been approved by the Tacoma School District and the Association will receive additional pay at twenty-nine cents (\$.29) per hour.

Q. A TAEOP employee who has completed work on an approved Associate of Arts degree must file a request with the Human Resources Office on or before September 10 to receive the stipend for the current school year. A request that is received by the Human Resources Office after September 10 will not be considered until the following school year.

R. Information regarding approved programs can be obtained from the Human Resources Office.

S. SUPPLEMENTAL CONDITIONS:

1. No employee will receive a stipend from both programs.

2. Employees will be granted service increments and employees will be granted a new stipend from the Professional Standards Program or the Educational Program in accordance with this section. Service increments for twelve (12) month employees shall be effective on September 1 of each year and for ten (10) month employees the first working day of the annual work schedule each year; provided, however, increments will NOT be implemented if the state freezes wages.

T. Salary Warrants - The District will pay an employee's regular salary in twenty-four (24) equal installments (rounded off to the higher penny) on or before the fifth (5th) and the twentieth (20th) of each month. All bargaining unit employees will have their bi-monthly pay warrants deposited by automatic payroll deposit to an institution(s) of their choice.

1. Deduction of salary from absences not covered by paid leave or vacation is based on the number of working days in the fiscal year plus days allowed for vacation and holidays.

2. Daily rates of pay are based on an employee's annual salary divided by the number of regular working days in the contract year (2080 hours or 260 days for twelve (12) month employees) inclusive of paid holidays and vacation.

- 1 3. The overtime pay rate for Professional-Technical employees shall be based on an
2 employee's hourly rate of pay (annual salary divided by 2080 hours) and calculated at
3 the overtime rate of pay. The overtime pay rate for Office Professionals shall be
4 based on the employee's hourly rate and calculated at the overtime rate of pay.
5
- 6 4. An employee who works less than the authorized schedule may have a salary
7 adjustment downward. The installments are based on the actual number of hours
8 worked plus hours of absence covered under "Leaves of Absence with Pay." This
9 total is multiplied by the hourly rate to determine the total salary which an employee
10 has earned for the fiscal year. The difference between the latter sum and the total of
11 salary installments paid to date or scheduled to be paid will determine the amount of
12 the salary adjustment.
13
- 14 5. Office Professionals who work less than full time may be assigned substitute work
15 subject to the following conditions.
16
- 17 a. Placement on the substitute secretary roster will be by written request and subject
18 to approval by the Human Resources Department which will assess requests
19 based on
20 i. Needs of the Substitute Office;
21 ii. The employee's skills/qualifications;
22 iii. The employee's hours of availability; and
23 iv. Past performance evaluations, if available.
24
- 25 b. Pay will be at the established substitute secretary rate of pay. There will be no
26 additional benefits or increase to the employee's benefit eligibility level.
27
- 28 c. The employee will be placed on the substitute secretary roster with no special
29 privileges or priority consideration for assignments.
30
- 31 d. The employee cannot accept assignments that will require the District to pay
32 overtime wages (work in excess of forty (40) hours/week).
33
- 34 e. There is no compensation for travel to and from a substitute assignment.
35
- 36 f. The employee must be able to fulfill the complete work schedule of his/her
37 regular assignment.
38
- 39 g. The employee will be asked to sign a statement acknowledging the
40 aforementioned conditions as well as receipt of the standard procedural
41 information for substitute secretaries.

42 **Section 13. Work Year**

43

- 44 A. The work year for regular full-year employees will be 247 work days and thirteen (13)
45 holidays except as provided herein.
46

The Friday of Spring Break will be a non-school non-work day.

All full-year regular employees shall have paid vacation, accrued as time is worked, allocated as follows:

Years of Service	Days of Vacation
Beginning with 0 years	14
Beginning with 6 years	15
Beginning with 11 years	23
Beginning with 15 years	24
Beginning with 20 years	25

- B. Ten (10) month employees shall be scheduled for no less than one hundred and ninety-four (194) work days and twelve (12) paid holidays. Vacation shall be prorated consistent with the formula for full-year regular employees. In the event the District changes to an alternate summer schedule of four (4) - ten (10) hour work days per week prior to the end of the June work period for ten (10) month employees, the employees, in consultation with their supervisors, may work their regular schedules, may work the four (4) - ten (10) schedule, or may utilize available leave or compensatory time.

Ten (10) month OP pay is based on total number of days in the year paid equally over twenty-four (24) periods pro-rata to the assigned FTE. Vacation days are added to the end of the work calendar to determine total number of days an employee is paid.

- C. A paid holiday will not be counted as a vacation day.

- D. All employees shall receive the following holidays which fall within their scheduled work year:

Labor Day	New Year's Eve Day
Veterans' Day	New Year's Day
<u>Day before Thanksgiving Day</u>	Martin Luther King, Jr., Day
Thanksgiving Day	President's Day
Day after Thanksgiving Day	Memorial Day
Christmas Eve Day	Independence Day
Christmas Day	

1 E. A prorated vacation will be allowed a ten (10) month or a twelve (12) month employee
2 who resigns or who works less than the scheduled work year. Days worked and days of
3 paid leave shall be counted in computing prorated vacations.
4

5 F. The District will prepare an annual work schedule which shows working days, holidays
6 and other related information. A prorated vacation is allowed full-year employees with
7 less than twelve (12) months service, and full-year employees working less than forty
8 (40) hours per week.
9

10 G. Administrators and supervisors shall communicate to their departments annually
11 regarding appropriate times to schedule vacations, and times when the work load in the
12 department will curtail the availability of vacation leave. Administrators and supervisors
13 shall work with employees to assure that reasonable vacation leave may be taken
14 annually. All vacation schedules must be approved by the administrator of the particular
15 division or immediate supervisor. Approved vacations will only be revoked when there is
16 an unforeseen and time-dependent shift in workload and with the approval of the
17 appropriate cabinet member. If an employee has obtained at least sixty (60) days
18 advanced approval of a vacation, the District has the option of permitting the employee to
19 use the vacation leave, or allowing the employee to choose a compensation premium of
20 twenty-five dollars (\$25) per day of cancelled vacation or reimbursement for the
21 employee's documented nonrefundable vacation costs attributable to the employee's
22 immediate family.
23

24 H. A twelve (12) month employee is allowed to defer up to a maximum of fifteen (15) days
25 of vacation. Vacation days earned by August 31 must be taken by the following August
26 31, except as provided herein.
27

28 In the event an employee's vacation balance on August 31 exceeds the negotiated limit,
29 the employee and his/her supervisor will develop a plan for utilization of the excess
30 balance by December 31. The plan will be submitted to the Human Resources
31 Department and Payroll Office on or before September 1 annually.
32

33 I. A twelve (12) month employee may take up to thirty (30) consecutive vacation days, but
34 not more than the number earned, when approved by the administrator of the particular
35 division or immediate supervisor.
36

37 J. An employee will be paid for up to and including thirty (30) unused earned vacation days
38 upon retirement or resignation from the District; provided, however, that an employee
39 will not lose earned vacation. Any vacation days in excess of thirty (30) must be taken
40 prior to effective retirement or resignation. In case of death, the District will pay all
41 earned vacation and compensatory time to the employee's estate in full.
42

43 K. Elementary Office Coordinators shall have the equivalent of three (3) optional days at the
44 per diem rate of pay in order to assist with opening of school preparation. The days may
45 be worked in one-half (½) or full day increments and shall be scheduled with the building
46 principal.

1
2 L. Each elementary school shall receive an allocation sufficient to provide forty-eight (48)
3 hours of pay to the school's office coordinator at the office coordinator's hourly rate of
4 pay. Each school will use the allocation to staff its office with qualified office staff for
5 enrolling students and the completion of the enrollment packages into the student
6 information system. Remaining funds shall be apportioned for staffing to support the
7 opening of school. The principal and office coordinator shall determine the staffing of
8 these hours, in consultation with the office staff. The funds must be used for office
9 staffing and prior to September 1st.

10
11 M. School-based employees shall work their regular hours on non-student days pursuant to
12 the District's application to the state for a waiver of up to five (5) student instructional
13 days each year. One-half (1/2) of these waiver days, which shall not be any waiver day
14 prior to the first day of school, will be used for District-wide staff meetings for like staff
15 categories. All OP personnel who are interested in attending will be allowed to attend.
16 For this day the District shall notify the public that the school offices will be closed for
17 the duration of the meeting. For the remainder of the waiver days calendared the focus of
18 their work responsibilities on these days shall be determined in collaboration with the
19 approval of their supervisors based upon the following priorities:

- 20
21 1. Building or program-based activities, supporting the school improvement process
22 2. Training required for the employee's specific position,
23 3. District-offered staff development, and
24 4. Work related to the employee's normal assignment.

25 **Section 14. Work Day**

26

27 A. The standard work day for Office Professionals is established as eight (8) hours exclusive
28 of the time allowed for lunch. An employee may change his/her work schedule when
29 recommended by the immediate administrator and approved by the Assistant
30 Superintendent of Human Resources, or designee. The work schedule may be modified
31 when school is not in session.

32
33 Employees may voluntarily agree to work an alternative schedule. Departments are
34 encouraged to develop and respond to requests for alternative schedules in response to
35 program needs and services; provided, however, this language does not supersede Section
36 14 (F) through Section 14 (H9) of the collective bargaining agreement.

37
38 B. The regular work day of Professional-Technical employees is established as eight (8)
39 hours exclusive of the time allowed for lunch, on five (5) consecutive days between the
40 hours of 5:00 a.m. through 5:00 p.m.

41
42 C. Employees are allowed a fifteen (15) minute duty-free break for each four (4) hours of
43 work in the morning and in the afternoon.

1
2 D. An employee may take a one-half (½) hour lunch or a one (1) hour lunch if approved by
3 the appropriate administrator, provided that the required number of hours of work are
4 fulfilled.

5
6 E. Any temporary change in the work schedule will be approved, for a short-term, only if
7 the change is feasible for the District. A change in the work schedule will be allowed if
8 the administrator in charge of the department/division, or designee, determines that the
9 change in the work schedule meets the needs of the District. Work schedules may be
10 arranged during any given work week for absence due to inclement weather, natural
11 disasters, emergencies, or for routine medical, dental and legal appointments. Prior
12 approval must be received by the appropriate division head, or designee. The
13 rescheduled hours will be made up at the employee's regular rate of pay.

14
15 F. Early Dismissal Days - On early dismissal day(s), TAEOP and TAPSPTE employees will
16 be released thirty (30) minutes after students are released. Employees not assigned to a
17 school building will work the middle school schedule or four and one-half (4 ½)
18 consecutive hours, including a fifteen (15) minute break, past their scheduled arrival
19 time. TAEOP and TAPSPTE employees may be released on an alternate day or work
20 alternate hours on the regularly scheduled early release day when mutually agreed to by
21 the employee and their immediate supervisor. In addition, ten (10) month employees
22 shall be entitled to an early release on the last day of work in June. For twelve (12)
23 month employees, an early release shall be scheduled the day prior to the New Year's
24 Eve holiday.

25
26 G. Shift Pay

- 27
28 1. An employee who is regularly scheduled to a shift of which some or all hours fall
29 between the hours of 5:00 p.m. and 5:00 a.m. shall receive a premium of one dollar
30 seventy five cents (\$1.75) per hour. Either party may reopen this section (60 days)
31 prior to August 31, 2019 for the purpose of negotiating the shift premium. Second
32 (2nd) shift is defined as three (3) or more hours of an employee's schedule worked
33 daily or weekly between 5:00 p.m. and 5:00 a.m. Shift differential shall be paid for the
34 entire shift which qualifies. When an employee is regularly assigned to an afternoon
35 or evening shift that qualifies for shift differential, he/she shall continue to receive the
36 shift differential during temporary assignment, not to exceed five (5) working days, to
37 a shift that does not qualify.
38
39 2. If the district chooses to implement an alternative summer work schedule, normal
40 shift pay will apply.
41
42 3. The hours worked between 3 p.m. and 5 a.m. will be considered to be worked on the
43 day the shift begins.
44

- 1 4. An employee regularly assigned to a shift with the majority of hours falling between
2 5:00 p.m. and 5:00 a.m. who works overtime will receive overtime pay based upon
3 the premium rate.
4
- 5 5. An employee will be paid the shift rate of pay only for hours worked. Leaves with
6 pay, holidays and vacation are based upon employee's regular rate of pay.
7
- 8 6. An employee will not be required to change shifts without a minimum of one (1)
9 eight (8) hour break.
10
- 11 7. An employee designated as lead employee on a shift who works overtime shall
12 receive overtime pay based on the appropriate lead rate of pay.
13
- 14 8. Any employee designated as lead employee on a shift shall receive lead pay based on
15 the same step as they are currently assigned.
16
- 17 9. When an employee is requested to assume a lead position in the absence of another
18 employee already designated as lead, the employee requested to assume the lead
19 position shall be paid at the appropriate lead rate of pay and if applicable the
20 appropriate shift differential pay.
21
- 22 H. The District, at its option, may implement an alternative summer work schedule at some
23 or all of its work sites under the following conditions:
24
- 25 1. The affected employees shall be notified in writing no later than October 1 annually.
26
- 27 2. A summer work schedule shall commence the last week in June until two (2) weeks
28 prior to the beginning of school in the fall.
29
- 30 3. The summer schedule shall consist of four (4) - ten (10) hour days, which will equal a
31 one and one-quarter (1 ¼) eight (8) hour work day for the purpose of benefits such as
32 leaves, vacation, etc. Employees will receive breaks as provided for by the Fair
33 Labor Standards Act.
34
- 35 4. Overtime pay for employees shall be paid the negotiated rate for time worked over
36 ten (10) hours per day or forty (40) hours per week.
37
- 38 5. The week of July 4 will be a work week with eight (8) hours of work per day, with
39 July 4 a holiday.
40
- 41 6. All work sites conducting business during the summer schedule shall be open
42 Monday through Thursday. Hours may be worked between 5 a.m. and 6 p.m.;
43 provided, however, second (2nd) and third (3rd) shift employees' regular schedules
44 may be extended two (2) hours to accommodate four (4) - ten (10) hour work days.
45

- 1 7. Employees choosing to modify their ten (10) hour work schedule to individual,
2 personal or family circumstances may use accrued compensatory time, appropriate
3 leave as provided in the bargaining Agreement or make up time prior to the
4 completion of the third (3rd) week in September.
5
- 6 8. Any deviation from the ten (10) hour, four (4) day week must be submitted by the
7 employee to the Assistant Superintendent of Human Resources or designee, on or
8 before the start of the summer work schedule.
9
- 10 9. In the event that the employee chooses to use compensatory time to make up hours,
11 such hours shall accrue at the time and one-half (1.5) rate consistent with the Fair
12 Labor Standards Act. Opportunities will be provided for compensatory time to be
13 accumulated and used solely for makeup at the time and one-half (1.5) rate for hours
14 worked in excess of forty (40) hours per week.
15
- 16 10. The District shall take appropriate measures to ensure adequate air circulation in all
17 work stations and sites which may be subjected to extreme heat during the summer
18 months.
19
- 20 11. When an employee attends a hearing or court proceeding by District request or by
21 subpoena for reason(s) directly related to his or her work on behalf of a District pupil,
22 said employee will be compensated at the hourly rate for the required hours when
23 such hearings occur on noncontract days or time. The employee must notify the
24 Human Resources Office prior to the hearing or court proceeding to be eligible for
25 payment.
26
- 27 I. Off Duty Work
28
- 29 Work performed offsite and outside of the regular work day shall be paid in accordance
30 with the District overtime policy and the collective bargaining agreement. Such time
31 worked shall be credited in a minimum of one quarter (1/4) hour increments per call.
32
- 33 J. Standby Pay
34
- 35 Any employee who is assigned to standby status will receive standby pay at the rate of
36 \$14 per day for each day on standby status. If called in from standby status, the
37 employee shall not receive standby pay but will receive callback pay.
38
- 39 K. Callback Pay
40
- 41 Professional-Technical and Office Professional employees, when called back to work by
42 their supervisor, shall be entitled to a minimum of two (2) hours pay at the appropriate
43 overtime rate.
44
- 45 L. Weekend Pay Premium:
46

Any employee who works his or her regular schedule over a weekend shall receive fourteen dollars (\$14) per day for each day worked on the weekend in addition to the employee's regular rate of pay.

Section 15. Peer Review

A. If an Office Professional or a Professional-Technical employee feels that his/her workload is inequitable based on demands of the work, timelines, or other considerations, the employee is encouraged to seek a remedy with his/her supervisor with or without representation.

If a remedy is not found, the employee may request a Peer Review or bring the issue to the OP/PT Labor-Management Committee meeting, or to the Assistant Superintendent, Human Resources in order to decide whether the Peer Review process is applicable. Workload issues and Peer Review requests will be a regular agenda item in the OP/PT Labor-Management meetings.

B. Once the Peer Review process is triggered, the employee files a request for a Peer Review of Individual Workload Equity with Human Resources, with copies to the Association and the employee's supervisor. It is expected that this process will be completed within thirty (30) calendar days, unless an extension is mutually agreed upon. Peer Review requests will be made on the Peer Review of Individual Workload Equity Request Form, Appendix VII of this agreement.

C. On receipt of the request for Peer Review of Individual Workload Equity Form, Human Resources shall schedule a meeting with a Peer Review of Individual Workload Equity Committee within seven (7) calendar days (timelines may be extended by mutual agreement).

D. The Peer Review of Individual Workload Equity Committee shall consist of the affected employee, his/her Principal or Supervisor, Association Appointees (peers), an Association Representative, District Appointees, a Human Resources Department representative, and other personnel necessary to solve the problem(s).

E. Following the meeting, Human Resources shall distribute to all committee members, with a copy to the Association, a summary of the recommended resolution from the Peer Review meeting. Human Resources shall provide the District's response and shall respond in writing with the final outcome, including the implementation timeline, to each member of the Peer Review of Individual Workload Equity Committee within five (5) business days.

F. A pool of \$10,000 per year is available to fund the Committee's recommendation (when needed) and the District has concluded it can implement the resolution for inequitable workload situations analyzed in the peer review process.

G. The Committee shall utilize the process and timelines indicated and reflected on the Request for Peer Review of Individual Workload Equity.

Section 16. Professional Growth

- A. **Required and Optional Professional Growth Hours:** Office Professionals and Professional Technical employees will be allowed up to forty-six (46) hours of professional development at the negotiated rate of overtime pay.

Up to eight (8) of these hours may be directed by the District for required training. The District shall notify the Association by September 30 of its intent regarding assignment of the eight (8) hours. Employees who have completed the annual required training may use the remaining balance during that school year. Unused required hours will not be carried over to the following year.

An additional eight (8) hours of professional development technology training will be available to Office Professional and Professional Technical employees in 2014-15, 2015-16, and 2016-17. These hours will be self-directed.

1. Employees will be allowed to use the additional hours of work for in-service professional development activities outside regular work hours or on non-work days approved by the District.
2. Pursuant to the terms and conditions of this section, employees may, at their option, apply up to an equivalent overtime dollar amount toward reimbursement for job-related professional growth activities consistent with a professional development plan reviewed and approved by their supervisor, in lieu of extra pay for extra work. Eligible reimbursement may include, but is not limited to:
 - a. Payment for registration;
 - b. Tuition;
 - c. Mileage;
 - d. Lodging;
 - e. Substitutes;
 - f. Workshop fees;
 - g. Educational materials;
 - h. Books;
 - i. Extra pay for professional development attendance outside regular work hours or on non-work days, except Sundays and holidays; and
 - j. Membership in professional organizations.
3. Employees who wish to receive reimbursement for participation expenses shall develop a professional growth plan form, reviewed and approved by their immediate supervisor, which describes the professional development activity, its role in their overall professional development plan, and reimbursable expenses. Each employee's supervisor must authorize the specific expenditure as consistent with the employee's professional growth plan, and District guidelines.

1 Final payment shall be authorized by the Professional Development office, if there
2 are sufficient professional development funds for the employee.

3
4 In the event a request for reimbursement is denied, the employee may appeal the
5 decision to the Labor-Management Committee.

6
7 Employees shall be responsible for payment of applicable taxes and payroll
8 deductions resulting from reimbursement of expenses.

9
10 4. Travel costs for professional development activities may only be reimbursed if the
11 travel is approved pursuant to District travel policies.

12
13 5. An employee may accumulate up to \$4,500 in professional development funds.

14
15 6. **Professional Development Technology Stipend:** \$1000 from the above identified
16 professional development allocation for Office Professional and Professional-
17 Technical employees may be redirected for the purpose of a Professional
18 Development Technology Stipend. The Stipend Request must be submitted to their
19 supervisor for approval between September 1 and October 31 of each year. The
20 Stipend Request must be received by the Professional Development office no later
21 than November 1 of each year. Equipment that is a necessary or logical component of
22 an employee's regular work is the responsibility of the District to purchase, and shall
23 not be purchased with professional development funds.

24
25 B. To ensure that professional development is appropriate, the District and the Association
26 shall form a District-wide Office Professional and Professional-Technical Professional
27 Growth Committee (OP/PT PGC). The parties agree that professional development
28 should be aligned with District goals, the District's Strategic Plan, and the District's
29 School Improvement Plans. Professional Development shall be relevant and meaningful,
30 resulting in acquisition, enhancement, and refinement of skills and knowledge which
31 further learning.

32
33 The committee shall consist of eight (8) District and eight (8) Association representatives
34 unless the chairs mutually agree upon a change in the makeup of the committee. In
35 addition, the Association President or designee and a District leader shall be the co-chairs
36 of the committee and agree on the membership of the committee annually.

37
38 The OP/PT PGC shall meet a minimum of seven (7) times per year. The meetings
39 schedule shall be set by the co-chairs of the committee, and minutes will be made
40 available on the District website after each meeting. The committee shall use data,
41 including an annual survey of staff, to critique and appraise the professional development
42 system and make recommendations on the following, but not limited to:

- 43 • Mentoring;
- 44 • Alignment of professional development system with certification
45 requirements;

- Use of Professional Growth funds that are in accordance with the guidelines established by TAEOP and TAPSTE; and
- Coordination of professional development opportunities.

C. **Professional Growth Pool Funds:** In each year of the Agreement, a guaranteed pool of in-service professional development hours of up to \$10,000 will be available to interested Office Professional and Professional-Technical employees who have depleted their annual allocation of professional development hours. On a first-come, first-served basis, Office Professional and Professional-Technical employees may access up to six (6) hours of additional professional development hours at the negotiated rate of overtime pay. Funds are only available until the pool is depleted. The District and the Association will jointly develop procedures for accessing the pool dollars.

1. The hours are optional for each employee.
2. Employees will be allowed to use the additional hours of work for in-service professional development activities outside regular work hours or on non-work days approved by the District.
3. Employees shall be responsible for payment of applicable taxes and payroll deductions resulting from reimbursement of expenses.

D. Employees may be released from their regular assignments to participate in District-offered or approved professional development activities that support their professional development plans. The professional development plan must have been reviewed and approved by the supervisor, and the supervisor may withdraw permission to attend the professional development activity if there is an unanticipated shift in workload. School-based employees are also subject to the terms of Section 13 (M) regarding attendance at professional development activities on non-student work days.

E. For Office Professional and Professional-Technical employees, the District will also schedule an in-service day on a regular non-student workday on a date scheduled by the OP/PT PGC in August. Employees are strongly encouraged to attend.

F. Professional Excellence Program

The Professional Excellence Program (PEP) is designed as a collaborative effort between the District and OP/PT employees to exemplify Tacoma School District's strong commitment to provide quality training opportunities for OP/PT staff. PEP classes make available comprehensive and diverse training opportunities that are designed to build skills and knowledge, enhance work performance, and provide opportunities for professional and promotional goals.

PEP classes are offered under a variety of training components. Components include, but are not limited to topics such as: Office Skills, Communications, Human Relations, Technology Applications, District Programs and Procedures, and Independent Study.

1 The OP/PT PGC will develop guidelines and recommend a list of course offerings. A
2 complete list of components and program guidelines will be available on the professional
3 development page of the District website.

4
5 Office Professionals and Professional-Technical employees who have earned credits for
6 participation in the Professional Excellence Program shall receive a stipend of \$400 for
7 completion of thirty (30) hours of required (if applicable) and elective course work and
8 the out-of-class competency assignment in each program component element. A
9 maximum of four (4) PEP program award stipends may be earned in one year. The
10 District will allocate \$4,000 which can be used for additional stipends. Those employees
11 who have earned four (4) PEP program stipends and would like to earn one (1) additional
12 stipend may submit an application to the OP/PT PGC. The stipends will be awarded on a
13 first-come, first-served basis from the pool. Stipends shall be paid the month following
14 certification of course completion by the Professional Development Office, whenever
15 possible.

16
17 In the event a request is denied, the employee may appeal the decision to the Labor-
18 Management Committee.

- 19
20 1. Classes may be taken by utilizing negotiated in-service hours at the negotiated over-
21 time (time and a half) rate of pay or through the provision of paid release time.
22
23 2. Employees who have completed the PEP Program elements or who wish to pursue
24 alternate course work or in-service to enhance professional growth may submit a plan
25 for the completion of thirty (30) hours of elective course work or in-service
26 participation to the OP/PT PGC for consideration. The plan shall include a
27 description of the course work or in-service to be taken and how such participation
28 shall be evaluated.

29
30 If approved, the employee shall be eligible to receive a \$400 stipend upon successful
31 completion of the thirty (30) hours. In the event a stipend for alternate course work is
32 denied by the OP/PT PGC, the employee may appeal the decision to the Labor-
33 Management Committee.

34 35 **G. PEP Stipends**

36
37 A PEP stipend of \$400 shall be earned after completion of thirty (30) hours of required (if
38 applicable), alternative coursework and/or elective course work. A maximum of four (4)
39 PEP program award stipends may be earned in one (1) year, not to exceed \$1600. If
40 completing an alternative coursework program, a minimum of thirty (30) hours would
41 need to be completed for PEP stipend eligibility. Alternative coursework in excess of
42 thirty (30) hours will result in a pro-rated stipend.

43 44 **H. Additional PEP Allocation**

45

1 The District will allocate \$4000 which can be used for additional stipends. Those
2 employees who have earned four (4) PEP program stipends and would like to earn one
3 (1) additional stipend may submit an application to the OP/PT PGC. Additional stipends
4 are a handed out on a first come/first serve basis.

5
6 If approved, the employee shall be eligible to receive a \$400 stipend upon successful
7 completion of the thirty (30) hours. In the event a stipend for alternate course work is
8 denied by the OP/PT PGC, the employee may appeal the decision to the Labor-
9 Management Committee.

10 **Section 17. Closure of Work Sites Due to Inclement Weather**

- 11
12 A. In the event the District deems it necessary to close school locations or adjust the
13 schedule of school locations due to inclement weather, all employees shall follow the
14 same closure or adjusted work schedule. The work calendar will be revised in order to
15 provide a minimum of three (3) days of work after the student school year.
16
17 B. When the District deems it necessary to close the school locations or the employee is
18 unable to report to work, twelve (12) month employees may use appropriate makeup
19 time. Employees working ten (10) month work schedules shall have a revised work
20 calendar to allow for the completion of the agreed upon number of work days and allow
21 for a minimum of three (3) days of work after the student school year.
22
23 C. In the event the District adjusts the daily work schedule of the District, lost time will not
24 be required to be made up, unless additional time is lost beyond the adjusted schedule, at
25 which time the employee may use appropriate makeup time.
26
27 D. Appropriate makeup time shall consist of accrued compensatory time, earned vacation,
28 personal leave, rescheduled work hours (at the regular pay) or absence without pay.
29 Twelve (12) month employees without accrued leave may opt to go into arrears on
30 vacation leave up to the number of days work sites are closed due to inclement weather.
31
32 E. The immediate supervisor's decision to deny an employee's request will not be arbitrary
33 or capricious. The employee may appeal the immediate supervisor's decision to the
34 appropriate divisional administrator.
35
36 F. An employee on approved leave, on a day the District adjusts the daily work schedule
37 pursuant to this section, will only have leave deducted equal to the number of hours the
38 District was actually in session.

39 **Section 18. Insurance Benefits**

40 41 **A. Sound Partnership Trust**

42 All insurance programs shall be offered to the employees through the Sound Partnership
43 (hereinafter "TRUST"), unless otherwise expressly provided for the term of this
44 Agreement.
45

1 **B. Benefits**

2 In keeping with the powers and responsibilities as described in the TRUST document, the
3 trustees shall determine the benefits to be provided and the contributions required of
4 eligible full-time and eligible part-time plan participants. The TRUST shall offer group:
5 long-term disability, term life, vision, dental and health insurances.
6

7 **C. District Contribution**

8 The District shall provide an insurance benefit contribution to the TRUST of the State
9 allocation amount per month designated for current employees, per eligible FTE. In
10 addition, the District shall provide an additional amount per eligible FTE equal to the
11 state retiree subsidy.
12

13 **D. Eligibility**

14 An employee is eligible for insurance benefits if the employee's regular working
15 assignment is for at least half (1/2) time. An employee whose working assignment is for
16 at least half (1/2) time or more but not full time shall be eligible for a prorated payment
17 for insurance benefits.
18

19 E. In the event of a qualified change in family or employment status, an employee will be
20 allowed thirty (30) days in which to enroll in the health insurance plan.
21

22 **F. Benefit Effective Dates**

23 The Insurance benefit contributions and provisions contained in this section shall remain
24 in full force and effect for the term of this agreement and may be reopened for
25 negotiations only in the following events unless otherwise provided for in this agreement:
26

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

31 **Section 19. Travel Allowance**
32

33 A. Employees approved by the Superintendent or designee to use their private automobile
34 vehicle to travel on school business or school-related functions, as approved by the
35 immediate administrator, shall be compensated at the IRS established rate.
36

37 B. Travel from home to work and from work or last place of call to home is not
38 reimbursable except when approved by the Superintendent or designee.
39

40 **Section 20: Staff Protection**
41

42 The District shall assure that an administrator or identified designee shall be available to respond
43 to emergency situations at each school and program site during the student school day.
44

- 1 A. **Enforcement:** Student discipline will be enforced fairly and consistently based on the
2 infraction, regardless of race, color, religion, sex, gender identity, sexual orientation,
3 national origin, or ancestry, the presence of any sensory, mental or physical disability, or
4 age. Corporal punishment, which is defined as any act which willfully causes the
5 infliction of physical pain on a student, is prohibited.
6
- 7 B. **Cause for Discipline:** Sufficient cause for discipline will be:
8
- 9 1. Verbal or physical threats, intimidation or assault or interference with an employee by
10 use of force or violence; or
11
- 12 2. Failure by a student to comply with written rules and regulations established by the
13 District; or
14
- 15 3. Failure by a student to comply with the instructions of an employee made within the
16 scope of his/her authority; or
17
- 18 4. Failure by a student to submit to the reasonable disciplinary actions of employees; or
19
- 20 5. Conduct which materially and substantially interferes with the educational process; or
21
- 22 6. Failure to identify oneself upon request by an employee in the school building, on
23 school grounds, or at school sponsored events.
24
- 25 C. Each school shall be provided with the name of a designated backup certificated school
26 nurse. In the event of a medical emergency, 911 will be called. In addition, the District
27 shall make available to all staff written procedures for seeking such assistance when
28 necessary. Staff acting in emergency situations will be afforded legal protection by the
29 District except in cases of negligence or unlawful activity as determined by the Board of
30 Directors. Staff dispensing medication pursuant to RCW 28A.210.260 are immune from
31 liability for related injuries pursuant to RCW 28A.210.270.
32
- 33 1. No employee(s) other than certificated school nurses and special education personnel
34 currently assigned to serve medically impaired students shall be required to provide
35 cleansing intermittent catheterization (CIC).
36
- 37 2. Any training required in CIC for such personnel shall be provided at no cost to the
38 employee. For all open positions that require CIC, such requirement shall be
39 specified in the job posting.
40
- 41 D. **Threat to Safety/Assault of Employee:** Employees who are threatened with bodily harm
42 by any individual or any groups, while carrying out their occupational obligations shall
43 immediately notify their supervisor. The supervisor shall notify the designated Level
44 Director of the threat and take immediate steps in cooperation with the employee to
45 provide every reasonable precaution for his/her safety. Precautionary steps shall be
46 reported to the designated Level Director at the earliest possible time.

1
2 If a student assaults an employee, intimidates by threat of force or violence, or interferes
3 with an employee by use of force or violence, in addition to appropriate disciplinary
4 action, the District will report the incident to the proper law enforcement agency. An
5 employee may use such force as is necessary for self-protection from attack or to prevent
6 injury to another person.
7

8 E. **Staff Information:** The District shall provide information to all employees annually -
9 concerning all applicable federal, state and local laws and District rules, regulations and
10 procedures pertaining to student rights, employee rights, due process and the processing
11 of student discipline.
12

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

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

28 The principal shall provide the information received to every teacher of the student and
29 any other personnel who, in the judgment of the principal, supervise the student or for
30 security purposes should be aware of the student's record.
31

32 Any information received by a school principal or school personnel is confidential and
33 may not be further disseminated except as provided in RCW 28A.225.330 and RCW
34 13.04.155, other applicable statutes or case law, and the Family Educational Rights and
35 Privacy Act.
36

37 G. **L& I Disability:** Upon determination by the Washington Department of Labor and
38 Industries that an employee has been physically disabled by a job-related injury or illness
39 because of an assault on the employee's person arising out of and/or in the course of the
40 employee's employment, the District will grant the injured employee leave of absence
41 with normal contract pay for the duration of the injury or illness, not to exceed twelve
42 (12) months, with no reduction in accumulated sick leave.
43

- 44 1. The injured or ill employee shall undergo such medical examinations by qualified
45 examiners as requested by the District. When found fit for duty, the employee shall
46 return to duty pursuant to the rules and procedures of and standards set by the

1 Washington State Department of Labor and Industries, except that placement in a
2 position shall be pursuant to the terms of the Agreement: provided, however, the
3 District is authorized to establish a modified duty assignment to accommodate the
4 employee until said employee is released to assume regular duties.
5

- 6 2. The employee shall, as a condition of receiving benefits under Section 20, (L & I)
7 Disability, execute an assignment of the proceeds of any judgment or settlement in
8 any third (3rd) party action arising from such injury or illness in amount of
9 compensation received pursuant to Section 20. Staff Protection, L & I Disability, but
10 not to exceed the amount of such proceeds. Such assignment shall be in the form
11 prescribed by the Prosecuting Attorney's Office of Pierce County.
12

13 H. **Vehicle Damage/Loss Provisions:** When an employee's vehicle is damaged in a school
14 setting or in the course of employment, the District will reimburse the employee, up to a
15 maximum of \$1,000 per incident, for damage caused to his/her personal vehicle. Damage
16 caused by the employee's negligence will not be covered. Damage to an employee's
17 vehicle by the District, or as the result of a District action, will be fully covered.
18

19 Procedures for submitting a claim:
20

- 21 1. Notify your supervisor and site security immediately.
22 2. Notify police, and get a report or an incident/case number within forty-eight
23 (48) hours of the event.
24 3. Complete an Employee Personal Property Loss/Damage claim form.
25 4. Attach the police report or provide the incident/case number, along with a
26 description of the damage, and a repair cost estimate of the damage.
27 5. Submit information to the District's Risk Management department within
28 thirty (30) calendar days of the incident.
29

30 Damage in excess of \$1,000 may be submitted to the employee's insurance
31 for reimbursement.
32
33

34 I. **Personal Property Damage/Loss Provisions:** The District will reimburse an
35 employee for damage or loss of personal property, vehicles excluded, or personal
36 instructional/educational equipment used by the employee in the course of his/her
37 employment pursuant to the following conditions. When this loss occurs through no
38 fault of his/her own, the District will reimburse the employee up to a maximum of
39 \$1,000 per incident. Reimbursement shall be based upon a reasonable estimate of
40 current value. The District may, at the District's discretion, require an employee to
41 show reasonable evidence of theft or damage. An employee must take reasonable care
42 to protect his/her personal or instructional/educational equipment.
43

44 Procedures for submitting a claim:
45

1. Notify your supervisor and site security immediately.

2. Notify police and get a report or an incident/case number within forty-eight (48) hours of the event.
3. Complete an Employee Personal Property Loss/Damage claim form (Appendix XI).
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. **Required Transportation of Equipment**

This section applies only to technology support personnel who are required to transport District equipment in their personal vehicle(s).

Technology support personnel required to transport District equipment in their personal vehicle(s) shall be covered for vehicle damage or District equipment loss under the following conditions and in the course of their work and typical work hours:

1. Will make every effort to transport equipment directly to the school site without storing equipment in their vehicle(s).
2. Will take reasonable care and precautions in transporting equipment by carrying equipment out of sight or view in a locked vehicle.

Damage and/or loss caused by the employee's negligence will not be covered.

Procedures for submitting a claim:

1. Notify your supervisor immediately.
2. Notify police and obtain an incident/case number.
3. Complete a District Equipment Theft/Damaged/Loss Report (Appendix XI).
Submit a description of the damage or loss to the District's Risk Management department within forty-eight (48) hours of the event.

Employees will be notified of resolution of the claim.

1 **Section 21. Tax-Sheltered Annuity Programs**

2
3 Employees may participate in the authorized 403 (b) tax-sheltered annuity programs, authorized
4 deferred compensation programs approved by the Board and authorized 529 college savings
5 plans. A plan may be changed or stopped at any time by completing the District's Salary
6 Reduction Agreement and forwarding the form to the Payroll Office. The District will service
7 these programs through automatic payroll authorization. A plan may be stopped at any time
8 upon written notification to the Finance Office and the insurance carrier.

9 **ARTICLE III - GENERAL CONDITIONS**

10
11 **Section 22. Systems and Process Advisory Review Committee**

12
13 The District and Association agree to review job duties and processes which are being
14 distributed, reassigned or changed due to system changes which impact the workload of unit
15 positions. This review shall occur through an advisory committee. Either party may request a
16 review at any time. The Systems and Process Advisory Review Committee shall schedule a
17 meeting within five (5) work days upon receipt of this request.

18
19 The Committee shall utilize the process and timelines indicated and reflected on the Systems and
20 Process Issue Review form (Appendix VIII).

21
22 The Systems and Process Advisory Review Committee shall issue recommendations within five
23 (5) work days to the Superintendent for final decision and direction for implementation.
24 Timelines may be extended by mutual agreement.

25
26 The Superintendent or designee shall issue a final decision within ten (10) work days upon
27 receipt of the recommendations.

28
29 The Committee shall consist of:

- 30
31 1. Deputy Superintendent or designee
32 2. Assistant Superintendent of Human Resources or designee
33 3. Up to three (3) members appointed by Superintendent or designee
34 4. Association UniServ Representative
35 5. Up to four (4) members appointed by the Association president
36

37 **Section 23. School Building Office Overtime Relief Pool**

38
39 A. The District agrees to provide an allocation equivalent two (2) full-time qualified office
40 employees in each elementary school.

41
42 B. The District agrees to staff elementary school health rooms for at least two (2) hours per
43 day.

1
2 C. The District will fund an office overtime relief pool with \$95,000 in each contract year.
3 This money shall be used to fund approved overtime in school buildings. All overtime
4 relief pool requests shall be submitted in a timely manner. Any unused overtime relief
5 pool funds shall be carried over to the next contract year.
6

7 Should there be any funds left in this pool at the expiration of the collective bargaining
8 agreement, the balance will be distributed on a pro-rata basis to each Office Professional
9 who is a current employee of the District as a one-time stipend. This stipend will be paid
10 on the second pay period in October.
11

12 **Section 24. Reorganizations**

13

14 When a department's reorganization is deemed necessary, the supervisor shall meet with all
15 employees within the department to invite input and discuss the planned reorganization and any
16 anticipated impact on positions, work assignments, and/or reclassifications. Notice will also be
17 given to the Association and an Association representative may attend the meeting.
18

19 After the final structure of the reorganization has been determined the supervisor shall present
20 the structure to the affected staff at least thirty (30) days prior to the implementations. An
21 Association representative may attend the meeting. If thirty (30) days is not possible the District
22 shall meet and confer with the Association to explain rationale.
23

24 **Section 25. Job Description**

25

26 A. A current file of all classified employee job descriptions for this bargaining unit shall be
27 available to employees for their review during the work day in the Human Resources
28 Office. In addition, the District will supply to the Association a set of job descriptions for
29 bargaining unit positions.
30

31 B. A job description will be posted with advertised positions for vacancies in the bargaining
32 unit.
33

34 C. No bargaining unit member shall be required or asked to perform recess, lunchroom or
35 bus supervision duties.
36

37 **Section 26. Evaluation**

38

39 A. Probationary Period

40
41 1. New employee to the District

42
43 a. An employee will serve a probationary period of six (6) months. The Board
44 retains the right to terminate a new employee on written notice during this period.

- 1
2 b. During the probationary period, monthly conferences will be conducted with the
3 employee to review work performance. Any deficiencies in work performance
4 will be provided to the employee in writing. The employee will have an
5 opportunity to rectify the documented deficiencies.
6
7 c. A formal evaluation will be given to the employee no later than ninety (90) days
8 into the probationary period and at least two (2) weeks prior to the end of the
9 probationary period. Summer break for ten (10) month employees shall not be
10 considered a part of the three (3) month probationary period.
11
12 d. An employee who continues to have documented deficiencies at the end of the six
13 (6) months probationary period may, at the discretion of the District, be placed on
14 an extended probationary period not to exceed an additional three (3) months.
15 Conferences and evaluations shall continue on the same basis as the original
16 probation.
17
18 e. A recommendation for an extended probationary period will be made in writing
19 by the administrator in charge of the division/department to the Assistant
20 Superintendent, Human Resources, with a copy to the employee.
21
22 f. If an employee fails to satisfactorily correct deficiencies and is being
23 recommended for termination, said employee will be notified in writing prior to
24 the recommendation being sent to the Board.
25
26 g. The recommendation will identify the reasons for termination. A probationary
27 employee whose employment is not to be continued by the District will be
28 notified in writing at least ten (10) working days prior to the date of termination.
29 A probationary employee will not be terminated for arbitrary or capricious
30 reasons.
31

32 2. Permanent Employees 33

- 34 a. An employee who has completed the probationary period as a new employee may
35 be placed on probation up to three (3) months according to the new employee
36 probation procedures when job performance is documented to be unsatisfactory.
37
38 b. A permanent bargaining unit employee transferring to a new or vacant position
39 within the bargaining unit shall not serve a probationary period as a new
40 employee.
41

42 Clarification of positions in bargaining units - when a clarification of bargaining
43 unit is conducted for a position between the Professional-Technical Association
44 and another bargaining unit within the District, the employee filling the
45 bargaining unit position shall not be required to serve an additional probationary
46 period.

1
2 B. Transfer Evaluation (for Office Professionals only)
3

- 4 1. When an Office Professional is transferred to another position, the employee will
5 serve a three (3) month transfer period. The Board retains the right to transfer the
6 employee on written notice during this period.
7
8 2. Employees who are transferred shall be notified in writing at the end of their three (3)
9 months transfer period. Summer break for ten (10) month employees shall not be
10 considered a part of the three (3) month transfer period. The evaluation form shall
11 indicate that the evaluation is a transfer period evaluation.
12
13

14 C. Annual Evaluations
15

- 16 1. Professional Growth Plans shall not be used as part of the evaluation process.
17
18 2. Each supervisor shall meet with each employee no later than November 15 annually
19 in order to acquaint staff with the process to be followed regarding the annual
20 evaluation, to answer questions pertaining to the format for evaluations and to review
21 general and specific expectations for job performance.
22
23 3. Employees who have received three (3) consecutive years of satisfactory evaluations
24 shall no longer receive annual evaluations until:
25
26 a. Four (4) years without an annual evaluation have passed; or
27 b. A substantially lowered evaluation is contemplated by the supervisor or
28 administrator; or
29 c. The employee has transferred to a new position; or
30 d. The employee is assigned to a new supervisor.
31

32 If the evaluation is satisfactory the annual evaluations shall no longer be required,
33 except as provided here. Employees who otherwise are not required to be evaluated
34 may request to be evaluated if submitted in writing to their supervisor on or before
35 November 15 annually.
36

- 37 4. In the event that a supervisor anticipates an unsatisfactory or a lowered evaluation
38 when compared to the previous year, the employee will be given an opportunity to
39 discuss performance and discuss suggestions for improvement a minimum of sixty
40 (60) days prior to the formal completion of the evaluation process.
41
42 5. When an evaluation is required, the evaluator will complete the evaluation. After
43 discussing the evaluation with the employee, the evaluation shall be signed by the
44 evaluator and by the employee being evaluated prior to June 1 for ten (10) month
45 employees and August 31 for twelve (12) month employees. Signature by the

employee implies only that the employee has had an opportunity to see the evaluation.

6. An employee has the right to include a written statement or document(s) as addenda to the evaluation. The employee must notify the evaluator within five (5) working days if he or she plans to submit a statement or document(s) as addenda to the evaluation. The statement or document(s) must be submitted to the evaluator within three (3) calendar weeks after the employee signed the evaluation. The employee will note on the evaluation whenever addenda are attached to the evaluation.

7. The evaluator will give the employee a copy when the employee signs the evaluation form. The evaluator will retain the original evaluation and the evaluator's copy for five (5) working days. If the employee does not notify the evaluator within five (5) working days that addenda will be submitted, then the evaluator will distribute the copies of the evaluation forward the original evaluation to the Human Resources Department. If the employee notifies the evaluator that addenda will be submitted, the evaluator will distribute the copies of the original evaluation to the Human Resources Department after the addenda have been attached.

8. The original copy of the evaluation with addenda, if any, shall be submitted to the Human Resources Department for review and placement in the employee's personnel file.

D. The District will provide to each employee of this bargaining unit an up-to-date job description reflecting the duties of his/her position. Whenever the Human Resources Department revises a job description, a copy will be provided to the Association and the affected employee(s).

Section 27. Cause

A. 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.

B. An employee shall be entitled to have a representative of the Association present during any disciplinary action, except for verbal warnings. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

C. An employee shall be entitled to have a representative of the Association present during any hearing conducted by the administration or the Board.

- 1 D. Any complaint not called to the attention of the employee may not be used as the basis
2 for any disciplinary action against the employee. Materials reviewed by an employee and
3 judged by the employee to be derogatory to his/her service, character, or personality may
4 be answered and/or refuted by the employee in writing. Such written response shall be
5 permanently attached to said materials and shall become a part of his/her personnel file.
6
- 7 E. If an employee is on administrative leave every effort will be made to expedite the
8 investigation process. Employees shall receive twice monthly status updates of their
9 case, and such cases will be reviewed at each labor-management meeting.
10

11 **Section 28. Classification Review Procedure**

12

- 13 A. An employee may initiate one (1) request for reclassification to the Human Resources
14 Office by submitting a request for classification review on the District's classification
15 questionnaire form (Appendix XII) at any time during the fiscal year.
16
- 17 B. Human Resources will attach a time-stamped classification initiation form
18 acknowledging receipt of the questionnaire and indicating the log number, and date of
19 proposed site visit. Forms will be sent within ten (10) working days of receipt in Human
20 Resources to the employee and Association.
21
- 22 C. The Compensation Analyst will compile the results of site visits and interviews and will
23 recommend a classification level. The District has the option of reorganizing the work of
24 the position to better reflect the original classification, if the Compensation Analyst
25 recommends a new classification level. A detailed written notification of the District's
26 decision on the classification review request shall be sent to the employee and the
27 Association within forty (40) working days of receipt of classification questionnaire. If a
28 decision cannot be made within forty (40) working days of receipt, the District will notify
29 the employee and the Association. Concerns about timelines will be heard by the Labor-
30 Management Committee.
31
- 32 D. If a reclassification results in assignment of the position to a lower pay grade, the
33 incumbent shall not experience a loss of pay. He or she will be placed on the step in the
34 new grade which is closest to, but not less than the current salary step. If the employee's
35 current salary at the time of reclassification exceeds the maximum of the new range, the
36 employee's salary will be frozen until such time as the new salary rate equals or exceeds
37 the current salary amount.
38
- 39 E. The effective date for classification of new positions and/or reclassification of existing
40 positions as a result of changes in position responsibilities shall not be determined until
41 the classification review procedure has been completed.
42
- 43 F. Individual reclassifications shall become effective at the time of receipt of the request
44 indicated by the time stamped form however, if the reclassification involves multiple
45 incumbents, the determination shall become effective at the beginning of the next fiscal
46 year unless otherwise agreed to by the District and the Association.

1
2 G. If the Association or employee is not satisfied with the District's decision in Section 28
3 (C), the Association or employee, within ten (10) working days of receipt of the
4 classification decision, may request an appeal hearing in writing. The request for appeal
5 shall indicate the name of the Association Representative.
6

7 H. The appeal review committee shall consist of a chair appointed by the Superintendent,
8 three members of the Association appointed by the Association President and three
9 administrators/supervisors appointed by the Assistant Superintendent of Human
10 Resources. A representative of Human Resources shall be available to the appeal review
11 committee to present the Department's decision. The employee, with Association
12 representation, shall be present at the committee meeting. The committee will meet
13 within twenty (20) working days from the time stamped receipt of the written notice of
14 appeal. The decision making process will be that of simple majority and will be final.
15 The written decision and rationale will be issued within seven (7) days of the meeting.
16

17 If the Association is not satisfied with the appeal review committee's decision, the
18 Association reserves its right to negotiate the appropriate classification of a position for a
19 successor Agreement or next fiscal year.
20

21 I. Supplemental Conditions:
22

- 23 1. Transferring a position from this bargaining unit to another bargaining unit can only
24 be accomplished if the District and the bargaining units involved all mutually agree.
25
- 26 2. Establishing the classification of a new position or changing the classification of a
27 vacant position will be accomplished by the classification review procedure. If a
28 vacated position is not going to be filled or is to be eliminated, the District will meet
29 with the Association to provide rationale for the decision.
30
- 31 3. An employee who has been reclassified will not be adversely affected in his/her
32 experience step.
33
- 34 4. The District will not consider a reclassification as a compensation increase.
35
- 36 5. The District will obtain the Association's input prior to establishing the classification
37 of any and all new or vacant positions.
38

39 **Section 29. Position Openings**
40

- 41 A. Interested members of the Tacoma Association of Educational Office Professionals and
42 members of the Tacoma Association of Public School Professional and Technical
43 Employees will be given first consideration for position openings in either bargaining
44 unit.
45

- 1 B. All open positions will be listed on the District website for a minimum of five (5) work
2 days (working days of the Human Resources Department.)
3
- 4 C. The District will transmit a copy of all open positions to the Association President, Vice
5 President, and OP/PT Representative no later than day one (1) of the position listing. The
6 Association will have five (5) working days of the Human Resources Department to file
7 an appeal regarding classification criteria or qualification.
8
- 9 D. The Association shall be notified of why the position will be left vacant within thirty (30)
10 calendar days after the position has been vacated.
11
- 12 E. An employee interested in an advertised position must apply in accordance with the
13 application instructions, within the published deadline.
14
- 15 F. If the position is not filled within twenty (20) calendar days after the posting closes, and
16 the person selected has been serving in the position as a temporary or substitute
17 employee, he or she will receive the regular rate of pay and all accrued regular employee
18 benefits, including seniority, retroactive to the twentieth (20th) calendar day after the
19 posting closed.
20
- 21 G. Pass/fail testing may only be required by the District to determine if the employee meets
22 the stated minimum qualifications for the position. Provided, however, that written
23 examinations and work samples may be included as part of the selection process for the
24 finalists.
25
- 26 H. Considerations in the assignment of employees in Tacoma Public Schools are
27
 - The safety of students;
 - Program quality and continuity; and
 - Needs of the District.
30

31 Compliance with Title VII of the Civil Rights Act of 1964, Title IX of the 1972
32 Amendments, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities
33 Act and the Affirmative Action goals of the District shall have consideration in
34 placement and transfer of employees.
35

36 The Human Resources Department will notify the appropriate administrator of the names
37 of three (3) applicants, if available, according to the following:

- 38
 - The requirements of the position;
 - 39 • Employee qualifications including professional development certifications and
40 alternative qualification;
 - 41 • Individual school/program or department requirements; and
 - 42 • Suitability of the applicant in terms of the needs of the position including success
43 in previous assignments.
44

1 Internal applicants meeting the above, as determined by the District, shall be considered
2 before external applicants. Where ability and performance of internal applicants are
3 substantially equal, preference shall be given to the employees based upon seniority.
4

5 I. Displaced employees applying for and meeting the above criteria, where ability and
6 performance are substantially equal, shall be given preference based upon seniority.
7

8 J. In the case of vacant Office Coordinator or key Office Professional positions in
9 administrative departments as mutually agreed by the Labor Management Committee, the
10 appropriate administrator may choose to interview any three (3) applicants meeting
11 minimum qualifications.
12

13 K. Once a selection has been made, applicants who were interviewed but not selected will be
14 notified by the Human Resources Department or designee. Unsuccessful finalists may
15 request to meet with the position supervisor for feedback regarding the selection. Any
16 grievances regarding the selection must be made in writing within a five (5) work day
17 grace period following said notification. The successful candidate will not be transferred
18 to the new assignment until the five (5) work days have passed since unsuccessful
19 candidates have been notified. If a grievance is filed, the successful candidate's current
20 position shall not be permanently filled until mutually agreed to by the Association and
21 District.
22

23 L. If the District requires that an employee interview for an advertised vacant position
24 during the employee's work day, the employee shall not be required to use earned
25 compensatory time or leave without pay or receive a deduction in salary for time missed
26 or any other applicable contractual benefits.
27

28 M. If at any time there are fewer than two (2) qualified internal candidates, the District may
29 choose to:
30

- 31 1. Repost the position, or
- 32 2. Include alternatively qualified candidates, substitutes, hourly employees or
- 33 external candidates to bring to three (3) the total number of qualified applicants.
34

35 "Alternatively qualified" candidates shall be given the opportunity to show where
36 their experience/training can be substituted for minimum requirements. Employees
37 interested in consideration as alternatively qualified shall submit their materials to the
38 Assistant Superintendent of Human Resources or designee. If there are fewer than
39 two (2) qualified internal candidates and fewer than three (3) total candidates, the
40 District may choose to:
41

- 42 1. Repost the position, or
- 43 2. Select from the available candidates.
44

45 If there are two (2) or more qualified internal candidates, the District will select from
46 those qualified candidates.

Section 30. Special Project Staffing

As needed, the District may create work teams for specific, time-limited, significant and complex projects, for instance implementing a major software system. In order to fulfill the staffing needs for such projects:

A. At the beginning of a special project the District shall provide written notice of the purpose, team members and expected duration of the project, not to exceed twenty-four (24) months, to the Associations and impacted employees. If the project exceeds its projected completion date, the District may extend the duration of the project up to an additional twelve (12) months, if it provides the Associations and impacted employees written notice at least three (3) months prior to the original completion date. The District will communicate with the Association from inception to completion of the project about the following topics, but not limited to:

- Job duties;
- Classification; and
- Project progress.

B. Special project team members are those individuals assigned to work on the designated project.

1. Team members' regular position titles and pay classifications will remain the same during the project, unless a team member's position is reclassified. Job duties and responsibilities for assignments to the project team will be established consistent with the team members' current job descriptions and salary classifications and consistent with specific requirements provided for in the team responsibilities.
2. Based on input from stakeholders, administrators responsible for the project will identify staff members to work on the team based on their expertise and current roles.
3. The authorized work year for team members will be a twelve (12) month work schedule.
4. Overtime will be authorized and paid in accordance with the Fair Labor Standards Act and this contract.
5. Team members and other regular employees temporarily assigned to cover positions of team members retain the right to their former positions at the completion of their participation in the project. If their former positions no longer exist (due to reorganization, reduction-in-force, etc.), they will be provided the rights of displaced employees. Regular employees temporarily selected and assigned to cover positions of team members shall have the position title and salary classification of the position they are filling on a temporary basis.

- 1
2 C. As defined in Section 1 (I), replacement employees will be hired, as needed, to replace
3 team members or other regular employees temporarily assigned to cover positions of
4 team members. The employment of these replacement employees will be consistent with
5 replacement employees hired to fill positions for employees on leave. Replacement
6 employees do not have any rights to assignments after the conclusion of the project. In
7 lieu of replacement employees, supervisors may utilize project funding for staffing
8 purposes for substitute extra help or overtime.

9 **Section 31. Displacement/Reduction in Force**
10

- 11 A. The District will notify the Association prior to the elimination of any occupied
12 bargaining unit position. Notice of reorganization will be provided to the Association
13 pursuant to Section 24.
14
15 B. The District may displace employee(s) in case of emergency, elimination of position(s),
16 staffing needs, reorganization, District needs, other factors which may involve personnel
17 shifts, or to prevent undue disruption of the program(s). The employee(s) shall be given
18 reason for the action in writing. Such displacements will not be done arbitrarily or
19 capriciously.
20

21 C. Placement following Displacement
22

23 It is the responsibility of the displaced employee to apply for open positions for which
24 she/he is qualified.
25

26 The District will endeavor to reassign an employee who has been displaced to a position
27 of like classification The District will notify the Association prior to such reassignment.
28

29 D. Displaced Employee Rights
30

- 31 1. A displaced employee who is assigned, pursuant to Section 31 (E2) to a position of
32 lower salary classification and who cannot be placed within said classification
33 without a loss in salary will be frozen at the salary rate said employee would have
34 been at on September 1 of the following school year, as if he/she had remained in the
35 previous assignment, until the employee's regular rate of pay on the salary schedule
36 equals or exceeds the frozen rate of pay. Displaced employees applying for positions
37 and referred for consideration shall be given preference based on seniority in
38 accordance with Section 29 (I) Position Openings.
39
40 2. An employee reassigned to a position that is more than two (2) classifications below
41 that of the previous assignment will be required to apply, if qualified, for vacancies
42 that fall within two (2) classifications of the previous assignment, while maintaining
43 the grandfathered rate of pay.
44
45 3. An employee who has been displaced due to the elimination of his/her position shall
46 have the right to return to his/her former position if reinstated for a period of thirty

(30) months from the last day of the school year during which he/she was displaced, regardless of whether or not the employee has accepted another position. For Office Professional(s), the employee may also exercise return rights to an open position for which the employee is qualified at the same school or work site or department for a period of thirty (30) months following displacement, provided the position is at the same or lower classification. Additionally for Office Professionals in the event that one or more full-time positions in a school or department is reduced to less than a full-time assignment, and duties are combined, resulting in a full-time position, the most senior qualified employee that has been displaced may exercise return rights to the new position.

4. In the event that the employee opts not to return to his/her former position, the employee will only be considered for subsequent openings consistent with the applicable assignment and transfer provisions of the collective bargaining agreement.
5. Pursuant to guidelines jointly developed by the District and the Associations, employees in the layoff pool who have signed up to work as substitutes in the District may access the guaranteed pool of professional development funds described in Section 16 (A) in order to obtain training needed to qualify for District positions.

E. Reduction in Force

1. The District will notify the Association at least five (5) working days prior to Board action and provide an opportunity to discuss alternatives.
2. Employees in federal or state-funded training programs are not eligible for layoff rights.
3. When the Board deems it necessary to reduce the work force, qualifications and seniority in the District will be considered. The District will adhere to seniority as nearly as possible. A reduction in employee(s) work hours shall be considered a reduction in force unless otherwise agreed to by the District and the Association.
4. An employee will be given one (1) month's notice prior to the effective date of the layoff.
5. An employee will be paid for accumulated vacation and compensatory time.
6. An employee who is reinstated pursuant to this section will retain seniority, service increments and days of accumulated sick leave; provided, however, that the sick leave days have not been used while employed by another public agency.
7. An employee who is laid off will be placed in a layoff pool for up to two (2) years; provided that said individual notifies the Human Resources Office every six (6) months in writing of his/her interest in reemployment.

1 a. Members of the layoff pool will be selected in order of seniority for vacant
2 bargaining unit positions at the same classification, work year and
3 compensation level of the position from which the individual was laid off.
4 Placement from the layoff pool is dependent upon the individual meeting the
5 criteria in Section 29, Position Openings. An employee so selected shall
6 serve a probationary period of three (3) months, which may be extended by
7 an additional three (3) months by the District with written notice to the
8 employee and the Association. A professional growth plan shall be
9 developed during the first month of employment by the employee and
10 supervisor. During the probationary period monthly conferences will be
11 conducted with the employee to review work performance. Any deficiencies
12 in work performance will be communicated to the employee in writing and
13 the employee will have an opportunity to rectify the documented
14 deficiencies. During the probationary period the District retains the right to
15 return the employee to the layoff pool, with ten (10) days written notice to
16 the employee and the Association of the reasons. Unsuccessful probationary
17 periods do not toll the two (2) year maximum time in the layoff pool.
18

19 8. A member of the layoff pool will have preference for rehire over a new applicant for
20 a period of two (2) years from the effective date of the layoff.
21

22 9. Any member who rejects a third offer of reemployment will lose all layoff rights.
23

24 **Section 32. Resignation and Retirement**

25

26 An employee who resigns or retires from the District shall notify the Human Resources Office in
27 writing with a copy submitted to the immediate supervisor; said notice shall specify the last date
28 of employment and should be submitted at least ten (10) work days prior to separation. Staff
29 providing at least sixty (60) days' notice of their retirement are eligible for the senior staff
30 opportunity pursuant to Section 12 (I).

31 **ARTICLE IV - LEAVES**

32

33 **Section 33. General Leave Provisions**

34

35 Leave (i.e., sick, bereavement, family, personal, jury duty, and subpoena) may be utilized in
36 minimum increments of one (1) hour, except under the following condition: If a substitute is
37 required, or special coverage must be arranged by the principal/department supervisor, which
38 requires additional pay, then leave must be used in half (1/2) and whole day increments.
39

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

1
2 The District and the Association agree to comply with the provisions of the federal Family and
3 Medical Leave Act of 1993 and state laws governing leave for school district employees except
4 that any provisions of the agreement that provide benefits and protections beyond those of the
5 Act shall continue in full force and effect.
6

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

13 In addition, an employee who demonstrates a sudden change in or an irregular pattern of
14 attendance may be required to submit an initial medical report and follow-up reports.
15

16 Requests for exceptions to leave provisions may be granted by the Assistant Superintendent,
17 Human Resources, or designee.

18 **Section 34. Leaves With Pay**

19

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

21

- 22 1. At the beginning of each fiscal year:
 - 23 a. Twelve (12) month employees will be credited with twelve (12) days of sick
24 leave.
 - 25 b. Ten (10) month employees will be credited with ten (10) days of sick leave.
 - 26 c. Pursuant to state laws, employees may accumulate up to 180 days of sick leave
27 for cash out through the state attendance incentive program.
 - 28 d. For use as leave, twelve (12) month employees may accumulate up to 259 days of
29 sick leave (247 plus the annual allocation of twelve (12) days).
 - 30 e. Ten (10) month employees may accumulate up to 204 days of sick leave (194 plus
31 the annual allocation of ten (10) days).
 - 32 f. Sick leave days in excess of 259 or 204 days will not be credited to an employee's
33 annual sick leave account.
 - 34 g. Employees affected by this maximum may participate in sick leave sharing, cash
35 out excess days pursuant with subsection B of this section, or participate in the
36 annual sick leave cash out under the Voluntary Employee Benefits Association
37 (VEBA) plan.
- 38 2. Employees who are contracted for less than a full year (180 days) or less than a 1.0
39 FTE shall receive a proration of the twelve (12) days.
40
- 41 3. The unused portion of sick leave allowance shall accumulate from year to year in
42 accordance with current State law.
43
- 44 4. Sick leave shall apply to illness (including disabilities caused or contributed to by
45 pregnancy, miscarriage, abortion, childbirth and recovery therefrom), injury, illness
46

1 or injuries to family members covered by the state Family Care Act, RCW 42.12.265-
2 295, and up to three (3) days for emergencies. The following conditions apply to
3 emergencies:

- 4
- 5 a. The problem has been suddenly precipitated.
 - 6 b. Pre-planning is not possible.
 - 7 c. Pre-planning cannot relieve the necessity for the employee's absence.
 - 8 d. The problem is not minor or of mere convenience, but of a serious nature.
 - 9 e. Auto trouble shall not be considered an emergency except in case of an accident.

- 10
- 11 5. Any employee claiming benefits of more than five (5) consecutive work days for
12 reasons of illness or injury shall submit a medical report the sixth (6th) consecutive
13 work day and every thirty (30) days thereafter while the illness persists.

14

15 Forms shall be provided by the District for this purpose. In the case of documented
16 serious or life-threatening illness, follow-up medical reports may be waived.

17

18 A physician's release must be submitted to the Human Resources Department upon
19 return to work if absence is for medical reasons and leave is more than five days.

- 20
- 21 6. Employees who resign from the District and are rehired shall retain the number of
22 days of accumulated sick leave held at the time of resignation from the District
23 provided that the sick days have not been used while employed by another employer
24 or paid pursuant to the attendance incentive program.

- 25
- 26 B. Sick Leave Cash Out: An employee, at his or her option, may cash in a maximum of
27 twelve (12) of the eligible unused sick days above an accumulation of sixty (60) days, in
28 January of the school year following any year in which the employee has a minimum of
29 sixty (60) days of accumulated sick leave, at a rate equal to one (1) day's current
30 monetary compensation of the employee for each four (4) full days of accumulated sick
31 leave. The employee's sick leave accumulation shall be reduced four (4) days for each
32 day compensated.

33

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

42

43 Annually, the Association shall conduct an election to determine whether the employees
44 will participate in a VEBA plan for cash out of sick leave at retirement or separation from
45 the District, annual sick-leave cash-out, or retirement leave cash-out. The District will
46 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.

C. 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 2 through 5 of this definition as defined by Sound Partnership Trust, or other governmental agency; and
- g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship as approved by 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.

- D. 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 spouse, domestic partner registered with the Sound Partnership Trust or other government organization, parent, child, parent-in-law, grandparent, siblings, or other relative residing in the household of the employee is of a serious enough nature to require treatment, care or supervision by the employee.

If the need is such that additional leave is required, the employee may use their personal sick leave or personal leave to address their family illness needs as described above. Additional documentation will be required of the employee.

Additionally, benefits of federal and state Family and Medical Leave laws may apply.

E. Personal Leave: (Formerly known as “Extraordinary Leave”)

1. Personal Leave will be granted for up to two (2) days per year and is cumulative to a

total of six (6) days. The following conditions apply to personal leave:

2. The employee must report their absence in accordance with departmental procedures.
3. 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.
4. Leave may not be used for political purposes or en masse meetings/activities.
5. When Personal Leave is to be utilized and the time is preplanned, the employee will notify their supervisor a minimum of three (3) days prior to the utilization.
6. When Personal Leave is to be utilized and the event is not able to be preplanned, the employee will notify their supervisor as soon as reasonably possible.

F. Military/Reserve Duty and Annual Training Leave

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

G. Jury Duty, Subpoena Leave

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

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

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

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

10
11 d. Leaves under this section are only for the portion of the day when attendance is
12 required.

13 14 H. Professional Leave

15
16 1. Leaves of absence with pay and with or without reimbursement of certain expenses
17 may be granted to employees for the purpose of attending professional meetings.
18 Requests for such leave shall be on the appropriate form required by the District.
19 Additional forms are required to be completed if travel is involved consistent with
20 Board Policy and Regulation 6132R. Final approval for professional leave is
21 delegated to the Superintendent, or designee, except in the case of leave involving
22 travel outside the State of Washington. Leave involving professional meetings
23 outside the State must be approved by the Superintendent and Board.

24
25 2. Categories of professional leave which are permitted without salary deductions are as
26 follows:

27
28 a. Substitute and necessary expenses paid by the District. This category applies to
29 employees authorized by the Board to attend educational conferences.

30
31 b. Substitute paid by the District; necessary expenses paid by the educator or outside
32 agency. This category applies to employees authorized by the Board to attend
33 educational conferences in cooperation with outside agencies.

34
35 c. Substitute paid by the educator or his/her sponsor; no expenses paid by the
36 District.

37 **Section 35. Leaves Without Pay**

38 39 A. Parental and Adoption Leave

40
41 1. An employee should notify the Human Resources Office by the end of the fourth
42 (4th) month of pregnancy to assist the Assistant Superintendent, Human Resources, in
43 planning for replacement.

44
45 2. Parental leave shall begin be available to male and female employees and shall begin
46 at a time determined suitable by the employee and attending physician after

1 consultation with the Assistant Superintendent, Human Resources, or designee.
2 Insofar as possible, leave shall begin at a time which is consistent with the orderly
3 continuance of the program.
4

- 5 3. A female employee shall not be required to leave work during pregnancy but shall be
6 allowed to work as long as she is capable of performing the duties of her job.
7
- 8 4. An employee who is legally adopting a preschool child six (6) years or younger shall
9 have the privileges of parental leave. The leave shall commence as soon as the child
10 has been placed to the care of the adopting parent(s). An employee may choose to
11 use paid sick leave and personal leave before or after the actual adoption for up to six
12 (6) weeks if the adoption occurs within the United State or up to eight (8) weeks if the
13 adoption occurs outside the United State, up to the amount of his/her accrued paid
14 leave.
15
- 16 5. Parental and adoption leaves may run consecutively for a period not to extend beyond
17 eighteen (18) months from the birth, or placement in the case of adoption of the child.
18
- 19 6. At the completion of parental adoption leave, additional leave without pay to the end
20 of the current school year may be requested. The benefits of the federal and state
21 Family and Medical Leave Act laws may apply. For additional Family and Medical
22 Leave Act information, please visit the Human Resources website.
23

24 B. Political Leave: Upon request, employees may be granted political leave in accordance
25 with the following provisions:
26

- 27 1. With three (3) weeks' notice, an employee may be granted up to four (4) weeks of
28 continuous leave without pay for the purpose of campaigning for employee's own
29 election. If the employee is not elected to the political office, the employee shall
30 return to the same position held prior to the leave.
31
- 32 2. If the employee is elected to the office, the Board may return the employee to the
33 same or mutually agreed upon position until such time that employee's elected term of
34 office necessitates leaving his or her assignment. Any employee may hold a political
35 office and continue as an employee as long as it does not interfere with the
36 assignment.
37
- 38 3. The Board may extend to the employee who is elected to a political office a leave of
39 absence without pay up to one (1) year, or a fraction of a year.
40

41 C. Study Leave
42

- 43 1. An employee may be granted a leave of absence without pay for the purpose of study,
44 not to exceed one (1) year. An employee on study leave may return to the same
45 position of like classification.
46

1 2. A leave of absence without pay for study entitles a staff member to a service
2 increment on a salary schedule, provided that during the school year in the leave
3 period at least twenty-two (22) semester hours or thirty-three (33) quarter hours of
4 college credit have been earned in a degree program that has been approved by the
5 District and the Association.

6
7 3. A study leave may be renewed for a second (2nd) year.
8

9 D. Military Service (Active Duty)

10
11 1. Any employee who volunteers or is inducted or is recalled into active military duty
12 shall be considered to be on a leave of absence without pay for the period of such
13 service not to exceed five (5) years. If the employee requests re-employment within
14 ninety (90) days of honorable discharge from such military service or after having
15 presented other proof of having satisfactorily completed service, the employee shall
16 be reinstated and restored, as nearly as existing circumstances permit, to the position
17 previously held or to a position of like seniority, status and pay; provided that the
18 employer District need not re-employ such person if circumstances have so changed
19 as to make it impossible, unreasonable, or against the public interest for employer the
20 District to do so; provided further that this section shall not apply to a temporary
21 position. Provided further, that to the extent permitted by law, this section shall not
22 apply to an individual filling a temporary position at the time of the request for leave.
23

24 2. If a person is not qualified for his/her old position as a result of disability sustained
25 during service, but is nevertheless qualified to perform the duties of another position,
26 under the control of the employer District, the employee shall be re-employed in such
27 other position; provided that such position shall provide like seniority, status and pay,
28 or the nearest approximation thereto consistent with the circumstances of the case.
29

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

34 1. Overseas teaching/educational travel/exchange programs: Leave may be granted to
35 teach overseas, teach an exchange program, or pursue a program of educational
36 travel. Such leave may be renewed; renewals are limited to three (3).
37

38 2. Other: The Board may grant leave for a specific purpose recommended by the
39 Superintendent.

40 **ARTICLE V – FURTHER PROVISIONS**
41

42 **Section 36. Agreement Clause**
43

1 This Agreement expressed herein in writing constitutes the full and complete agreement between
2 the Board and the Association and shall supersede any rules, regulations, policies, resolutions or
3 practices of the District which shall be contrary to or inconsistent with its terms.

4 **Section 37. Savings Clause**

5
6 A. If any provision of this Agreement or any application of this Agreement to any employee
7 or group of employees should be found contrary to law, then such provision or
8 application shall not be deemed valid and subsisting except to the extent permitted by
9 law, but all other provisions or applications shall continue in full force and effect.

10
11 B. If the District would be in violation of State law or would incur any penalty or decreases
12 in State support as a result of the compensation and benefits provided herein, the excess
13 compensation and/or benefits provided shall be reduced to the maximum amount legally
14 allowable without the District incurring any penalty or reduction in support. The
15 reduction in compensation shall be made on a prorated basis among all employees who
16 received an increase in compensation under this collective bargaining agreement.

17 **Section 38. Copies of Agreement Clause**

18
19 Copies of this Agreement shall be provided at the expense of the District. A copy of this
20 Agreement will be provided to the Association and to each employee covered by this Agreement
21 within forty-five (45) days after ratification and execution of this Agreement.

22 **Section 39. Amendments Clause**

23
24 This Agreement may be reopened for amendment only by the mutual consent of the Board and
25 the Association.

26 **Section 40. Duration and Reopeners Clause**

27
28 A. This Agreement and each of its provisions is binding and effective from September 1,
29 2014 to August 31, 2019. Other sections may be opened by mutual agreement of the
30 District and Association.

31
32 B. In the event that there is a significant loss of revenue to the District resulting from a levy
33 failure, legislative action or passage of an initiative or referendum the parties shall reopen
34 applicable sections of the agreement within thirty (30) calendar days.

35
36 C. Either party may reopen any provision of the agreement with written notice by March 1st
37 annually, provided that the Labor Management Committee process has determined that
38 contract amendments are in the best interests of the District and the Association.

39
40 D. In addition, the parties may open applicable sections of the agreement to implement task
41 force and committee recommendations as provided for in the Agreement.

AGREEMENT

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

For Tacoma School District No. 10



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 Evaluation of Office Professionals and Professional Technical Employees

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

The District and the Union agree to the following:

Evaluation Process

1. A workgroup/task force comprised of individuals to include three (3) members of OPs, three (3) members of PTs, and six (6) District representatives to be appointed by the Superintendent or designee and TEA President or designee, to review and propose an annual evaluation system for the 2016-2017 school year that is aligned with the District's mission, goals and strategic plan.
2. The workgroup/task force is responsible for presenting a proposal to the bargaining team no later than December 15, 2014, with a pilot program involving District-wide representative sampling of OP's and PT's in the 2015-2016 school year. The District and TEA bargaining team will reconvene in June 2016 to finalize the tool that will be used to evaluate OP's and PT's in the 2016-17 school year.

This Memorandum of Understanding will be in effect until August 31, 2017.

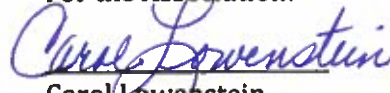
For the District:



Lynne Rosellini

Assistant Superintendent, Human Resources

For the Association:



Carol Lowenstein

OP/PT - Bargaining Chair

Date:

8/18/14

Date:

8-18-14

2014-15 OFFICE PROFESSIONAL SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2014

CLASSIFICATION	1	2	3	4	5	6	7	8	15	20
OP - 1	13.4618	14.2183	14.9437	15.6070	16.3428	17.0475	17.7833	18.7678	19.7833	20.8715
OP - 2	14.1458	14.8194	15.5344	16.2495	16.9853	17.7003	18.4258	19.4103	20.4984	21.6176
OP - 3	14.7365	15.4723	16.1562	16.8817	17.5864	18.3636	18.9854	20.0528	21.1513	22.3223
OP - 4	15.3686	16.0733	16.8195	17.5138	18.2392	18.9232	19.6590	20.6746	21.7316	22.8923
OP - 5	16.6122	17.3376	18.0320	18.7988	19.5035	20.1979	20.9440	21.9700	23.0167	24.1566
OP - 6	17.3273	18.0423	18.7988	19.5035	20.1979	20.9440	21.6487	22.6954	23.8250	24.9857
OP - 7	18.0009	18.6848	19.4103	20.1150	20.8715	21.5865	22.2912	23.3379	24.4261	25.5971
OP - 8	19.1305	19.8766	20.5813	21.2653	22.0114	22.7369	23.4623	24.4882	25.5867	26.7163

Reviewed and approved by:


 Assistant Superintendent of Human Resources


 Date


 Chief Financial Officer


 Date

**2014-15 OFFICE PROFESSIONAL SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2014**

Signed copy on file

CLASSIFICATION	1	2	3	4	5	6	7	8	15	20
OP - 1	13.4618	14.2183	14.9437	15.6070	16.3428	17.0475	17.7833	18.7678	19.7833	20.8715
OP - 2	14.1458	14.8194	15.5344	16.2495	16.9853	17.7003	18.4258	19.4103	20.4984	21.6176
OP - 3	14.7365	15.4723	16.1562	16.8817	17.5864	18.3636	18.9854	20.0528	21.1513	22.3223
OP - 4	15.3686	16.0733	16.8195	17.5138	18.2392	18.9232	19.6590	20.6746	21.7316	22.8923
OP - 5	16.6122	17.3376	18.0320	18.7988	19.5035	20.1979	20.9440	21.9700	23.0167	24.1566
OP - 6	17.3273	18.0423	18.7988	19.5035	20.1979	20.9440	21.6487	22.6954	23.8250	24.9857
OP - 7	18.0009	18.6848	19.4103	20.1150	20.8715	21.5865	22.2912	23.3379	24.4261	25.5971
OP - 8	19.1305	19.8766	20.5813	21.2653	22.0114	22.7369	23.4623	24.4882	25.5867	26.7163

2014-15 PROFESSIONAL - TECHNICAL SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2014

CLASSIFICATION	1	2	3	4	5	6	7	8	15	20
PT - 1	25,588	26,677	27,777	28,870	29,966	31,058	32,154	33,739	35,406	37,156
PT - 2	27,117	28,403	29,688	30,973	32,259	33,543	34,832	36,652	38,567	40,582
PT - 3	30,175	31,461	32,747	34,030	35,317	36,605	37,892	39,759	41,721	43,779
PT - 4	33,745	35,348	36,953	38,556	40,160	41,768	43,367	45,641	48,031	50,551
PT - 5	37,217	39,401	41,583	43,761	45,945	48,128	50,309	53,269	56,400	59,717
PT - 6	43,802	46,234	48,667	51,104	53,536	55,968	58,404	61,741	65,274	69,005
PT - 7	50,891	53,655	56,408	59,170	61,926	64,689	67,446	71,251	75,267	79,511
PT - 8	58,771	61,807	64,841	67,880	70,911	73,950	76,985	81,207	85,657	90,348
PT - 9	67,303	69,969	72,636	75,298	77,964	80,630	83,296	87,239	91,363	95,684
PT - 10	72,913	75,217	77,523	79,828	82,135	84,443	86,749	90,376	94,157	98,092

Reviewed and approved by:

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

Guadalupe Medina 8/28/14
 Chief Financial Officer Date

2014-15 PROFESSIONAL - TECHNICAL SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2014

ANNUAL SALARY RATES		SAL ID = PT									
CLASSIFICATION	LEVEL	-----STEP-----									
		01	02	03	04	05	06	07	08	15*	20*
PT - 1	01	25,588	26,677	27,777	28,870	29,966	31,058	32,154	33,739	35,406	37,156
PT - 2	02	27,117	28,403	29,688	30,973	32,259	33,543	34,832	36,652	38,567	40,582
PT - 3	03	30,175	31,461	32,747	34,030	35,317	36,605	37,892	39,759	41,721	43,779
PT - 4	04	33,745	35,348	36,953	38,556	40,160	41,768	43,367	45,641	48,031	50,551
PT - 5	05	37,217	39,401	41,583	43,761	45,945	48,128	50,309	53,269	56,400	59,717
PT - 6	06	43,802	46,234	48,667	51,104	53,536	55,968	58,404	61,741	65,274	69,005
PT - 7	07	50,891	53,655	56,408	59,170	61,926	64,689	67,446	71,251	75,267	79,511
PT - 8	08	58,771	61,807	64,841	67,880	70,911	73,950	76,985	81,207	85,657	90,348
PT - 9	09	67,303	69,969	72,636	75,298	77,964	80,630	83,296	87,239	91,363	95,684
PT - 10	10	72,913	75,217	77,523	79,828	82,135	84,443	86,749	90,376	94,157	98,092

20 Year increment = one regular increment at the employee's present classification.

*** Note:**

Step 15 = After completion of 14 years

Step 20 = After completion of 19 years

Professional-Technical Classification Listing
2014-15

APPENDIX III

Bargaining Unit	Title	Schedule	Grade
PT	Technical Services Help Desk Specialist	PT	03
PT	Fingerprint Technician	PT	04
PT	Free/Reduced Meal Specialist	PT	04
PT	Library Technician	PT	04
PT	Transportation Support Specialist	PT	04
PT	Computer Operator II	PT	04
PT	Account Tech Accounts Receivable	PT	05
PT	AP Specialist	PT	05
PT	Asst Bus Routing Specialist	PT	05
PT	Benefits Assistant	PT	05
PT	Design and Printing Technician	PT	05
PT	Instructional Materials Spec	PT	05
PT	Maint Support Specialist	PT	05
PT	Offset Print Operator	PT	05
PT	Payroll Specialist I	PT	05
PT	Payroll Specialist B&G	PT	05
PT	Research & Eval Specialist I	PT	05
PT	Science Materials Center Tech	PT	05
PT	Special Ed Data Specialist	PT	05
PT	Account Tech Budget	PT	06
PT	Account Tech Depository Acct	PT	06
PT	Account Tech Grants	PT	06
PT	Account Tech Transportation	PT	06
PT	Account Technician	PT	06
PT	Assistant Buyer	PT	06
PT	Benefits Specialist	PT	06
PT	Braille Specialist	PT	06
PT	Equip Repair Tech	PT	06
PT	General Support Clerk	PT	06
PT	Head Start Enroll Tech	PT	06
PT	HR Generalist	PT	06
PT	HR Staffing Specialist	PT	06
PT	Lead Graphics Specialist	PT	06
PT	Payroll Specialist 2	PT	06
PT	Payroll Specialist FS	PT	06
PT	Print and Bind Technician	PT	06
PT	Prof Devlp Records Spec	PT	06
PT	Prof Devlp Records Tech	PT	06
PT	Program Technician Spec Ed	PT	06
PT	Program Technician Title/LAP	PT	06

Professional-Technical Classification Listing
2014-15

PT	Strength & Conditioning Spec	PT	06
PT	Student System Specialist 2	PT	06
PT	Technology Services Tech2	PT	06
PT	Coordinator Student Assess	PT	07
PT	Eng Tech 2	PT	07
PT	Equity and Diversity Spec	PT	07
PT	Field Asst FS	PT	07
PT	Fitness Wellness Specialist	PT	07
PT	Lead Accountant Capital Proj	PT	07
PT	Lead Bus Route Spec	PT	07
PT	Lead Generalist HR	PT	07
PT	Lead Payroll Specialist	PT	07
PT	Printing and Graphics Lead	PT	07
PT	Project Specialist HR System Support	PT	07
PT	Public Information Assistant	PT	07
PT	Senior HR Generalist	PT	07
PT	Student System Specialist 3	PT	07
PT	Video Production Analyst	PT	07
PT	Web Content Technician	PT	07
PT	Lead Account Technician	PT	08
PT	Lead Equip Repair Spec	PT	08
PT	Network Technician	PT	08
PT	SQL Analyst	PT	08
PT	Technology Specialist	PT	08
PT	TV Video Production Coord	PT	08
PT	Web Developer	PT	08
PT	Facilities Analyst	PT	09
PT	Network Analyst	PT	09
PT	Network Security Analyst	PT	09
PT	Senior Systems Analyst	PT	09
PT	Telecommunication Analyst	PT	09
PT	Senior Network Analyst	PT	10

Tacoma Public Schools Discrimination Complaint Form

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): _____

Name of perpetrator(s): _____ School / Position: _____

Complaint:

Resolution requested:

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

Return completed form to: Human Resources Office

Rev. 7/1/14

Tacoma Public Schools
Discrimination Complaint Form

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. 7/1/14

Tacoma Public Schools
2014-2015 10-Month OP/PT Calendar
194 days + 12 holidays
Updated 10/10/14

APPENDIX V

1st Labor Day Holiday	
2nd Waiver Day (staff only, no students)	
3rd First Student Day	
21 days	

SEPTEMBER 14						
S	M	T	W	Th	F	S
		H	W	SS	4	5
7	KS	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

15th Elementary Conferences *Early Release grades K-5	
16th, 17th All Grades Conferences *Early Release grades 1-12	
16th, 17th *No school for Kindergarten students	
23 days	

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

11th Veterans' Day Holiday	
17th Elementary Trimester Break *No school for elementary students only	
26th – 28th Thanksgiving Day Break	
16 days	

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

Dec 22 – Jan 2 Winter Break/ No school	
24th, 25th Christmas Eve and Christmas Day	
31st New Year's Eve	
15 days	

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

1st New Year's Day	
5th School resumes	
19th Martin Luther King Jr. Day	
20th Waiver Day (staff only, no students)	
26th Secondary Semester Break *No school for middle and high school students	
19 days	

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

16th Presidents' Day Holiday	
19 days	

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

12th, 13th All Grades Conferences *Early Release for all students	
Mar 30 – April 3 Spring Break	
20 days	

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

19 days	
---------	--

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

22nd Snow make-up day, if needed	
25th Memorial Day Holiday	
19 days	

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

12th Last Day of School/ Early Release	
19th Last Day of Work/ Early Release	
June: 15 days	
August: 8 days Return to Work: August 20	

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

N = Non-School Day **H** = Holiday (no school) **W** = Waiver Day/Work Day **SS** = School Starts **KS** = Kindergarten Start Date
E = Early Release **S** = Snow Make-Up Day

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: _____

Attach additional sheets as necessary.



Appendix VIII. Request for System & Process Issue Review

Requests are to be submitted to the Deputy Superintendent.

Copies are also to be submitted to HR, 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 workload issue: _____

To be completed by Human Resources

Date Received: _____ Designation of Committee completed: _____

Committee Meeting Scheduled for: _____ Meeting Date: _____
within 5 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: _____

Others : _____

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

— Disposition —

Recommendations due: _____ Recommendations forwarded to Supt: _____
within 5 days of committee meeting

Timeline extensions made?: _____

Superintendent's decision due: _____
within 10 days

Recommendations: _____

Superintendent signature: _____

Attach additional sheets as necessary.

REQUEST FOR USE OF PD TECHNOLOGY HOURS FOR **NON-DISTRICT** TRAINING



Use this form to request use of **new PD Technology hours** for training activities other than those sponsored by Tacoma Public Schools. This form is preapproval for use of PD Tech hours only. Release time during the normal work day requires supervisor/principal approval. Funds may not be used for hardware/software.

1. Submit request to **Director, Instructional Technology** for approval in advance of start date.
2. Include a copy of the program agenda, learning targets or other content documentation with request.
3. You will be notified of the status and a copy of the signed form will be returned to you.
4. **If approved**, follow normal District procedures to submit for Employee Reimbursement/pay and attach a copy of signed approval form to request. (Vendor prepayment not available for PD Tech hours.)
5. If requesting pay for training done on non-work time you will need verification of attendance.

Emp. Group - Check One: ☐Certificated Teacher ☐Office Professional ☐Professional Technical

☐ I am requesting Reimbursement: \$_____ (Total Cost) ☐ I am requesting Pay: _____ Total Hours

NAME	EMP.ID#	WORK LOCATION	PHONE	REQUEST DATE

TRAINING ACTIVITY REQUESTED:

Description:				
Training Date(s)		Training Location		
Start Time		End Time		Total Hours

Description of Training Event and how this activity supports the district curriculum adoptions and school/district initiatives for use of District Optional Day Hours Pay (required.)

Supervisor Approval (required if requesting release time)

Date

Director Instructional Technology (required)

Request Approved: ☐

Request Denied: ☐

Date Approved: _____

Note: Return signed form to applicant. Pay and reimbursement (for classified) will be processed through PD.

For questions, contact Instructional Technology at x3544

Certificated Staff use online pay form to report hours for pay. Reimbursement may be available through TEA.



Technology Stipend Request/Professional Growth Plan Form

☐ Certificated (Principal/Assistant Principal/Exempt) ☐ Classified Exempt ☐ OP/PT

Amount Requested (Maximum: \$1000) \$ _____ School Year _____

Name: _____ Title _____ Location _____ Phone _____

\$1,000 of the annual professional development allocation may be redirected for the purpose of a professional development “technology” stipend and must be requested by **October 31st** of each year. **Technology** for professional development purposes is defined as “**any equipment, hardware, software or accessory used to solve a problem, provide a solution, achieve a goal or perform a specific function**”.

Hardware/Software/Accessory Examples (Including, but not limited to):			
Cell Phones	Keyboards	Compact Disks (CDs/DVDs)	Covers/Cases/Storage
Notebooks/E-Readers/Tablets/Laptops	Mice	Drives (External/Internal)	Stylus
MP3 Players	Computers (PC)	Software Applications & Books	Batteries
Monitors	Wireless Routers	eBooks	Car and Wall Chargers
Printers	Fax Machines	Cell Phone Holders	

Employees who submit a request for a professional development stipend (maximum \$1,000 per year), must describe the professional development activities associated with the request. Request must be submitted to your immediate supervisor for review and approval. **Send approved requests to Professional Development.**

Describe the activities associated with the professional growth stipend:

I hereby certify that I will use the stipend in accordance with the activities described above.

Print Name Employee Signature Employee ID# Date

To be filled out by the employee’s direct supervisor:

By signing this form I acknowledge that the specific professional development activities associated with the stipend are consistent with the employee’s growth plan.

Print Director Supervisor’s Name/Title Direct Supervisor’s Signature/Title Date

Questions can be directed to extension 1061 or 1267

Forward original document to Professional Development – CAB 4th Floor

Processed by Professional Development: _____
Initials Date

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.

Work Location / Bargaining Group _____

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

--

Please include a copy of insurance policy showing deductible amount.

--

Police No. _____

<i>Employee Signature</i>	<i>Title</i>	<i>Date</i>
---------------------------	--------------	-------------

☐ APPROVE ☐ DISAPPROVE REASON _____

<i>Principal / Administrator Signature</i>	<i>Title</i>	<i>Date</i>
--	--------------	-------------

AMOUNT TO BE PAID	
\$	

<i>Claims Manager Signature</i>	<i>Date</i>
---------------------------------	-------------

Company	Accounting Unit	Account	Amount
10	97000.68. 012	5737	\$

Accounting Control	Payment Date

Director of Financial Services

RESET FORM

TACOMA PUBLIC SCHOOLS

Division of Human Resources

REQUEST FOR CLASSIFICATION REVIEW

To begin the official classification review process, complete the Request for a Classification Review to Reclassify a Job form (next page); complete this packet; secure required signatures, and return to the Human Resources Department. Incomplete requests will be returned for completion.

If this job is held by a number of incumbents, please submit only one classification review packet for the group. Upon receipt of the completed packet, the Compensation Analyst will review your request with the Assistant Superintendent of Human Resources. You will be contacted to schedule a meeting with yourself, your Supervisor/Administrator, and Human Resources to review the position. Please refer to your negotiated agreement for information about the classification review process.

If you have any questions, please call 253-571-1063.

Request for a Classification Review to Reclassify a Job

☐ Reclassification request: Current job title: _____
Current bargaining unit: _____
Current classification: _____

This request is the result of:

- ☐ Filling a recent vacancy
- ☐ Adding a new FTE (***Requires Deputy Superintendent Approval***)
- ☐ Additional duties assigned to job
- ☐ Reorganization
- ☐ Other _____

Is there adequate funding: *(to be answered by Supervisor)* _____

Proposed job title: _____

Proposed bargaining unit: _____

Expected classification: (optional – will not affect classification outcome) _____

Describe reason for the changes in the existing position/job: *(to be answered by Initiator)*

Describe how these changes affect other department/program positions: *(to be answered by Initiator)*

Do you anticipate any other changes in department/program positions/jobs within the next six months? (*to be answered by Supervisor*) ☐ yes ☐ no If yes, please explain in detail:

Initiator _____ ☐ Incumbent ☐ Supervisor Date: _____

Approval/Acknowledgment

Immediate Supervisor _____ Date _____

Assistant Supt., Human Resources Date

Second Line Supervisor _____ Date _____

Chief Financial Officer _____ Date _____

Deputy Superintendent Date

After approval from the Supervisors and, if applicable, the Deputy Superintendent, forward the packet to Human Resources. c: Immediate Supervisor, Second Line Supervisor, Compensation Analyst

TACOMA PUBLIC SCHOOLS

Division of Human Resources

Classification Review Questionnaire

Employee Instructions

A classification review request may be initiated by an employee or by his/her Supervisor. Classification reviews will be conducted in accordance with the pertinent collective bargaining agreement.

The classification review request will be considered when the following items are submitted: *(you may submit additional information by attaching relevant documents to this form)*

Your packet is ready to submit when:

☐ Incumbent(s) has completed Section I & II.

☐ The job description is attached. *(You may edit it, if desired, but do not re-type it.)*

☐ Immediate Supervisor has completed Section III and IV.

-or-

A copy of the questionnaire was submitted to the immediate supervisor on _____ and was not returned to the incumbent(s) from the Department/Division administrator within 15 working days.

☐ All incumbents have been notified of this request. *(You may skip this step if your responsibilities and duties are significantly different than other incumbents in the position or if there are no other incumbents in this position).*

☐ An organizational chart is attached, showing this position and its relationship to all other positions in your unit/Section/department.

- Indicate if you would like to be represented by your association representative.

☐ Yes ☐ No (Check one)

- Forward this questionnaire to your immediate supervisor for completion of Section III.

BE SURE TO MAKE A COPY FOR YOUR FILES

CLASSIFICATION QUESTIONNAIRE
Tacoma Public Schools

I. GENERAL INFORMATION

Name	Work location
Current Job Title	Proposed Job Title (if a change is requested)
Current Salary Classification	Requested Salary Classification (optional)
Current Bargaining Unit	Proposed Bargaining Unit (if a change is requested)
Name of Immediate Supervisor	Name of Next Highest Supervisor
Current Authorized Work Year	How long have you worked in this specific position?

LIST ALL POSITION INCUMBENTS BELOW, IF APPLICABLE:

Name	Work Location	Work Phone Number
<input type="checkbox"/> Check here if your responsibilities and duties are significantly different than other incumbents in the position.		

II. POSITION INFORMATION

This form will be used to obtain basic information about your job and will serve as a major tool in the classification review of your position. Therefore, you should be as clear and concise as possible. Since this form is intended for general use, some of the questions may not apply to your job. If not, indicate "not applicable". If the questions do apply, be specific and illustrate your statements with examples, when possible.

What major responsibilities have been added to your position?
What major responsibilities have been removed from your position?
Have the additional duties been performed by other employees in the past? If so, whom?
Why are the duties and responsibilities changing?
What other positions in the District do you perceive as being comparable to yours? Why?

Indicate your responsibilities for subordinate positions (if appropriate):

- | | | |
|--------------------------------------|--|--|
| <input type="checkbox"/> Assign Work | <input type="checkbox"/> Check work | <input type="checkbox"/> Train new employees |
| <input type="checkbox"/> Evaluate | <input type="checkbox"/> Give input to evaluation | <input type="checkbox"/> Schedule work assignments |
| <input type="checkbox"/> Discipline | <input type="checkbox"/> Recommend hiring/dismissals | |

List titles or describe subordinate positions:

If written materials such as reports or letters are part of your duties, indicate the extent of your responsibilities:

- | | | | |
|----------------------------------|----------------------------------|----------------------------------|------------------------------------|
| <input type="checkbox"/> Compile | <input type="checkbox"/> Edit | <input type="checkbox"/> Compose | <input type="checkbox"/> Reproduce |
| <input type="checkbox"/> Type | <input type="checkbox"/> Develop | <input type="checkbox"/> Compute | <input type="checkbox"/> Calculate |

List any equipment, tools, or office machines used in performing your job duties:

List computer software applications used in performing your job duties:

Job contacts made by your position. Examples: School Board; Local/State Government Agencies; Legislative groups; Federal Government Agencies; General Public (parents, media, vendors); Students; District Management Team/Administrative Cabinet. Indicate frequency and purpose:

Does your position require unusual physical effort? If so, please describe.

Does your position require exposure to hazardous or unusual working conditions beyond the typical office or classroom situation? If so, please describe and indicate any special equipment/clothing required.

Explain the kind and amount of work guidance you receive from Supervisors, manuals, or established procedure:

Explain in what way and how often your work is reviewed by your supervisor:

List in the order of importance the most critical duties and responsibilities you perform on a regular basis. Indicate the approximate percentage of time you spend on each function.

Approximate Percentage	Typical duties and responsibilities
100%	Total

Requestor Signature

Date

TACOMA PUBLIC SCHOOLS
Division of Human Resources
Classification Review Questionnaire

Supervisor Instructions

Sections III and IV of this questionnaire are for yours and the department Administrator's completion. As the immediate Supervisor reviewing this form, you are responsible for verifying that the statements made constitute a true and accurate description of the duties and responsibilities of the job. However, please do NOT alter any statements made by the employee in Section II. Complete all parts of Section III. Upon completion, please forward the materials to the Department/Division administrator for his/her signature in Section IV thereby acknowledging review of this request. The completed questionnaire should be returned to the employee making the request within 15 working days.

If you have any questions, please call 253-571-1063.

III. SUPERVISORY REVIEW/COMMENTS

Please review the statements made in Section II about position information and note any discrepancies.
Are any of the major functions listed on page three performed by other employees in your section/department? If yes, list the functions and the other employee(s) who share those responsibilities.
Indicate the minimum qualifications you would recommend for this position, keeping in mind the position itself and <u>not</u> the individual who now occupies it.
Education:
Experience:
Skills:
Abilities:
Knowledge of:
Special licenses/certificates:
Desirable qualifications, but not required:

What decisions can the position incumbent make on his/her own?
Describe the consequences of a decision error for this position.
Provide rationale for the assignment of additional duties and responsibilities to this position.
Additional comments:

Please sign and forward to the Department or Division Head.

Immediate Supervisor Signature

Date

IV. DEPARTMENT/DIVISION HEAD REVIEW

Comments:

Department/Division Head

Date