

AGREEMENT

between the

**Board of Directors
Tacoma School District No. 10**

and the

Tacoma Principals' Association

July 1, 2015 - June 30, 2020

Tacoma, Washington

TACOMA SCHOOL DISTRICT NO. 10

BOARD OF DIRECTORS

Scott Heinze, President
Karen Vialle, Vice President
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SUPERINTENDENT

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Preamble

The following articles of this agreement constitute an agreement by and between the Board of Directors of Tacoma School District No. 10, hereinafter called the “Board” and the Tacoma Principals’ Association, hereinafter called the “Association.”

The parties hereto agree as follows:

Article I. Administration

Section 1. Definitions

Association: The Tacoma Principals’ Association.

Board: The Board of Directors of Tacoma School District No. 10 or its authorized representative.

District: The Tacoma School District No. 10 (District) or its authorized representative.

Principal: Includes principals and assistant principals employed in the District.

Employee: Any employee in a permanent position in the District; this does not include substitute employees.

Section 2. Conformity to Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The Tacoma School District No. 10 and Tacoma Principals’ Association agree to comply with all state and federal regulations. Therefore, all applicants seeking employment opportunities will be considered. Tacoma School District No. 10 does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a dog guide or trained service animal (a service animal is a dog or miniature horse that that is individually trained to do work or perform tasks for the benefit of an individual with a disability). This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Chapter 28A.640 RCW.

Section 3. Communication

Representatives of the District and the Association shall meet monthly, unless a meeting is mutually waived. The Superintendent/designee and Tacoma Principals' Association President/designee will create the "Monthly Communication" agenda prior to the scheduled meeting date. Agenda items may be added at the time of the meeting. Additional Association/District representatives may participate as invited.

Section 4. Duration

This is a five-year Agreement, effective as of July 1, 2015 and shall continue in full force and effect through June 30, 2020.

In the event there is a significant loss of revenue to the District resulting from a levy failure, legislative action or passage of an initiative or referendum, the parties shall reopen applicable sections of the Agreement.

Article II. Conditions of Work

Section 5. Work Year

It is anticipated that the principals and assistant principals will be at work unless on paid leave, i.e., holiday, sick or vacation. All absences from work will be recorded in the authorized time and attendance recording system.

For the purposes of calculating the daily rate of pay, and vacation and sick leave cash out, per diem shall be based upon actual workdays.

Section 6. Professional Responsibility Stipend

The District will provide a Professional Responsibility Stipend of 5.6 percent as an incentive to provide the additional services required of all principals and assistant principals in the Tacoma School District outside of the base contract. Payment for this Professional Responsibility Stipend shall be made in equal installments based on the payroll schedule. Part-time employees and employees appointed to unit positions after July 1 will receive a pro-rata share of this stipend based on the employee's full-time equivalency (FTE).

Section 7. Vacation

Twenty--five (25) vacation days shall be allocated on a pro rata basis each pay period beginning on July 1 of each year. Generally vacation days may not be used on certificated instructional staff work days or when the Superintendent has designated days as specific work days for unit members. Under special circumstances vacation requests on such days may be submitted for approval by the Superintendent or designee. Vacation days may be accrued up to a maximum of forty (40) days.

Accrued time in excess of forty (40) days on June 30th must be used prior to August 31. Employees may request compensation for five days of unused vacation in excess of thirty (30) days based on the July 1 accumulation. Such requests shall be submitted by August 31 of each year. The maximum number of days which may be cashed out upon separation from the unit shall be thirty (30) days.

Section 8. Sick Leave

Twelve (12) sick leave days are awarded annually. The unused portion of sick leave allowance shall accumulate from year to year in accordance with current State law.

Section 9. Family Illness Leave

Three (3) family illness days shall be awarded annually. These days are non-accumulative.

Section 10. Personal Leave

Two (2) days per year and is accumulative to a total of six (6) days. These days may not be used to extend a holiday.

Section 11. Staff Protection

- A. Any principal who is threatened with bodily harm by an individual or a group while carrying out assigned duties will notify the Superintendent or designee, as soon as possible, who will take immediate steps in cooperation with the principal to provide every reasonable safety precaution.
- B. Principals acting in the course and scope of their employment shall be covered for liability subject to and consistent with the provisions of the District's membership in Puget Sound Schools Cooperative Risk Management Pool.
- C. Any injuries or industrial illnesses received while at work must be reported to the Superintendent or designee with the full history of the case on accident report blanks, as they are covered by the state Workers' Compensation law. Principals are covered for the working days included in the first three (3) calendar days after the day of the accident from the principal's sick leave balance, if any. Principals receive free medical aid for injuries on the job and may be treated by the Department of Labor and Industries approved physician of the principal's choice.
 - 1. Payroll will automatically allocate accrued sick leave for all working days included in the first three (3) calendar days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick leave for principals in order to make total pay equal to regular pay. For absences extending beyond three (3) calendar days, payroll will automatically implement sick leave balancing to make total pay equal to regular

pay. In addition, when sick leave has been exhausted, a principal may request in writing to use vacation pay balancing. A principal may request in writing at any time that sick leave not be used in order to make total pay equal to regular pay. Once this request is implemented, the decision cannot be changed. Sick leave used cannot be “bought back.” Guaranteed paid holidays which fall during a period of compensation will be paid to the principal in lieu of prorated sick leave and compensation. The intent is to enable the principal to draw full pay, but not more than full pay, during the absence due to injury on the job.

2. While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to the principal in the same manner as if the injury had not occurred for a period of twelve (12) calendar months. The District’s obligation to a principal for accrual of these fringe benefits terminates at the end of twelve (12) calendar months.
3. The District will continue to pay its share of the principal’s health insurance subsidy only each month during the first twelve (12) months provided that the principal furnishes his/her share to the business office each month by check made payable to the health insurance plan carrier.
4. At the end of one (1) calendar year from the date of the injury, the following applies:
 - (a) A principal who is not authorized to report back to work may request a leave of absence in writing. The leave request is subject to Board approval at its discretion.
 - (b) Said principal will be paid for all unused vacation pay earned.
 - (c) If said principal returns to active employment status with the District, his or her sick leave balance will be reinstated in accordance with District policy.
 - (d) Group medical insurance benefits terminate; each principal must arrange for his or her own medical insurance coverage, if desired.
5. Supplemental Condition: The District, at its discretion, may establish a light duty position for any District employee who is on workers’ compensation. The light duty position is not subject to posting.

Section 12. Staff Reductions

In the event the District anticipates reducing the number of principals, the District will review the plan for reductions with the Association at least five (5) business days before the matter is scheduled for action by the Board, and provide the Association with an opportunity to discuss alternatives and impacts on programs and employees.

Section 13. Performance Evaluation

All Principals will be evaluated yearly in accordance with current Washington State laws and regulations relevant to their positions, and will be subject to all laws and regulations applicable to the nonrenewal and transfer of supervisory certificated staff.

The parties are committed to a performance evaluation process which is a collaborative, supportive and continuous process focused on professional growth and development, professional accountability and which reflects student growth.

Section 14. Due Process

A principal is entitled to have an Association representative present during any meeting that may result in a disciplinary action. Prior to any final disciplinary action that may affect a principal's continued employment or compensation, the employee will be provided with an opportunity to respond to the allegations that have been made and may have an Association representative present at that meeting.

Article III. Salaries and Benefits

Section 15. Salary

A. The base salary schedule shall be adjusted from the 2014-15 base salary schedule as follows:

- 2015-16 increase of 1.6% plus 1% conversion of vacation days to salary
- 2016-17 increase of 1.6%
- 2017-18 increase of 1.6%
- 2018-19 increase of 1.6%
- 2019-20 increase of 1.6%

In the event the Washington State Legislature authorizes and funds or adjusts the certificated administrative staff (CAS) salary or provides for cost of living increases, in any year, the District shall pass through those adjustments to the base salary schedule as outlined by the Washington State Legislature.

B. Employees shall be paid in twenty-four (24) annual installments consistent with the negotiated salary schedules on the fifth (5th) and twentieth (20th) day of each month.

C. Effective July 1, 2015:

- Principals new to the principalship, in provisional status, will be placed on step (A) until the conclusion of that provisional status.
- Principals who have fulfilled their provisional status in another district may be placed on the salary schedule step commensurate with their relevant experience.

- Principals on steps (A), (B), and (C) of the 2014-2015 salary schedule will roll up to step (B) on the 2015-2016 salary schedule.

D. For placing new employees:

- Step (A) means one (1) to three (3) years of administrative experience; and
- Step (B) means four (4) or more years of administrative experience.
- The twenty (20) year increment is equal to five (5) percent of the individual's base salary and employees will be placed on Step (C) of the salary schedule.
- The twenty-five (25) year increment is equal to two (2) percent of the individual's base salary and employees will be placed on Step (D) of the salary schedule.
- The thirty (30) year increment is equal to one (1) percent of the individual's base salary. To be eligible for this increment the most recent five (5) years must have been worked in Tacoma Public Schools and employees will be placed on Step (E) of the salary schedule.

E. The School Information and Research Service (SIRS) salary survey will be a consideration when negotiating salary adjustments. The District will participate in the SIRS salary survey on an annual basis.

F. The salary amount for assistant principals at each step is ninety (90) percent of each cell of the principal's step for that experience level, (elementary, middle and high school).

G. The Doctorate degree increment is \$2,500 for principals and \$2,300 for assistant principals

H. In order to receive salary increases, the principal must not receive an unsatisfactory in any single criterion or be rated basic or unsatisfactory in their summative evaluation rating. If a principal subsequently receives a proficient or distinguished evaluation, their salary will be placed on the appropriate step based on their years of experience.

I. The District shall make a contribution on behalf of participating principals, as an addition to base salary, to a tax sheltered annuity (IRS 403(b)), deferred compensation (IRS 457), or higher education savings (IRS 529) plan offered by the District and chosen by an individual principal. The District shall contribute up to the greater of \$200 per month or 5% of the participating principal's monthly salary, equal to the amount the principal contributes.

Section 16. Benefits

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

The length of the appointment, responsibilities, and powers of the trustees shall be determined by the TRUST document, provided the trustees shall have no authority to act in violation of this Section.

- B. In keeping with the powers and responsibilities as described in the TRUST document, the Trustees shall determine the benefits to be provided and the contributions required for eligible full-time and eligible part-time plan participants. The TRUST shall offer group: health, long-term disability, term life, vision and dental insurances.
- C. The District shall provide an insurance benefit contribution to the TRUST of the state allocation amount per month and an amount equal to that provided in Section 23(C) of the agreement between the District and the Tacoma Education Association designated for current eligible employees, per eligible FTE.
- D. New employees beginning work outside the annual enrollment period will be allowed thirty (30) days from their starting date to make any selection regarding available options within the TRUST.

E. Eligibility:

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

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

- F. The insurance benefits contributions and provisions contained in this section shall remain in full force and effect for the term of this agreement, and may be reopened for negotiations only in the following events unless otherwise provided for in this agreement:

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

G. Voluntary Employees' Beneficiary Association (VEBA):

Annually, the Tacoma Principals' Association shall conduct an election to determine whether the employees will participate in a VEBA plan. The District will assist the Association in distributing materials required for the vote. Should employees elect to participate in the VEBA plan, the Association and District will follow the state and federal law regarding the implementation of the program, the eligibility for participation and the determination of cash out payment amounts.

H. Liability Insurance:

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

2. It is further agreed that the Board will not subrogate its rights to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the course and scope of their employment whether such duties were performed during regular hours or for activities outside of the regular hours.
3. Stolen or damaged property:
 - a. In the event a principal's personal property is stolen or damaged arising out of and in the course of employment, or a principal's vehicle is stolen or damaged while on District property, the principal shall be reimbursed for cost of repair or replacement, up to a maximum of \$1,000 per loss.
 - b. A principal must first submit a claim to his/her insurance company. If the loss is covered by an insurance policy carried by the employee, such insurance must be used prior to making a claim to the District.
 - c. A principal must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the appropriate Assistant Superintendent within thirty (30) days of the loss or damage, or the claim is waived.
 - d. Loss or theft of cash is not covered by the District.
 - e. A principal must take reasonable care to protect his/her personal instructional/educational equipment.
 - f. It is the personal responsibility of an employee who uses her/his personal automobile in the performance of duties to carry public liability insurance for bodily injury and property damage. The Board cannot be obligated to provide insurance for the employee's vehicle on a first-party basis.

Article IV. Professional Development

Section 17. Professional Development and Dues

- A. The payment of professional dues and the provision of professional development funds for each principal and assistant principal are combined, and the amount allocated for each year of this agreement is \$2,500 per principal.

Unused funds may accrue to \$6,000.

- B. The District will create a pool of \$75,000 with the purpose of providing substitute coverage for principal professional development. To access this pool, the following conditions apply:

1. The request must be submitted in advance to the principal's level director or supervisor;
 2. The request may not exceed three (3) days per year; and
 3. Funds will be accessed on a first-come, first-serve basis.
- C. Principals and Assistant Principals enrolled in established programs in pursuit of additional degrees and/or certifications related to K-12 public education may cash out up to ten (10) days of accrued vacation each year at the per diem rate of pay with the approval of the Superintendent. The number of such days will be reduced to a maximum of five (5) days if the employee has cashed out five (5) days of vacation under Article II, Section 7.
- D. The District shall allow \$1,200 of the annual allocation of professional development funds to be used for purposes of a Technology Stipend.

Section 18. Principals' Leadership Academy

The District will continue to support the staff development of principals and the Tacoma Principals Leadership Academy (TPLA). In return, the Academy will assist the District in planning in-service and training for principals as well as future administrators. Planning of these events should be a collaboration between District leadership and TPLA coordinators. The amount of seventy-five thousand dollars (\$75,000) will be budgeted for the Academy including separate allocations to be used by level (\$10,000 for elementary, \$10,000 for middle school, \$10,000 for high school, and \$45,000 by all groups). These allocations will include a stipend for the TPLA facilitator and support for professional development activities for principals. Each year, a budget will be submitted to the Superintendent or designee for review and approval.

Participation in professional growth activities shall be a required component of the principal's work year, with activities to be planned and facilitated by the TPLA in coordination with the Superintendent and/or designee.

Article V. AGREEMENT

This Agreement is made and entered into between Tacoma School District No. 10 and the Tacoma Principals' Association. With the signing of this Agreement, the Board and the Association have reached a professional level of trust, commitment, and understanding. It is understood that members of this bargaining unit, together with the board, the superintendent, and the central office administrative staff, are active and cooperating members of the District's management team. In this role, members shall take a leadership position in the management of the District.

Tacoma School District No. 10

Tacoma Principals' Association

NAJ-
Date: 03/12/15

[Signature]
Date: 3-6-15

**Memorandum of Understanding
Regarding High Impact School Stipends**

The purpose of this memorandum is to commemorate in writing the agreement between Tacoma Public Schools (District) and the Tacoma Principals' Association.

The Parties agree to the following:

The District will annually provide twenty thousand dollars (\$20,000) for the purpose of providing support to Principals at high impact schools. The Tacoma Principals' Association is responsible for determining the criteria for fund distribution and will communicate these criteria to its members.

This agreement will be in effect July 1, 2015 and will expire June 30, 2020.

For the District:

For the Tacoma Principals' Association



Gayle Elijah, Director
Employee and Labor Relations



Thu Ament
President

3/11/15

Date

3-6-15

Date

**Memorandum of Understanding
Regarding Elementary Principal Salary Adjustment**

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

The Parties agree to the following:

A one-time market comparative adjustment of \$1500.00 will be added to the base salary of Elementary Principals and \$1,350 will be added to the base salary of Elementary Assistant Principals.

This agreement will be in effect as of July 1, 2015.

For the District:



Gayle Elijah, Director
Employee and Labor Relations

3/11/15

Date

For the Tacoma Principals' Association



Thu Ament
President

3-6-15

Date

**2015-2016 COMBINED (BASE SALARY + PRS)
PRINCIPALS & ASSISTANT PRINCIPALS
EFFECTIVE JULY 1, 2015**

Step (2015-16 and beyond)	(A)	(B)	(C)	(D)	(E)
Step (2014-15 and previous years)	(A)	(D)	20 Yr	25 Yr	30 Yr
Elementary Principal	114,801	123,507	129,682	132,276	133,599
Middle School Principal	117,630	126,675	133,008	135,669	137,026
High School Principal	126,874	136,631	143,462	146,331	147,795
Assistant Elementary School Principal	103,321	111,156	116,713	119,047	120,237
Assistant Middle School Principal	105,867	114,007	119,707	122,101	123,322
Assistant High School Principal	114,186	122,968	129,116	131,698	133,015

Doctorate Degree (Principal) = \$2,500
 Doctorate Degree (Assistant Principal) = \$2,300
 Assistant principal salary level is 90% of principal salary level

**Tacoma Public Schools
2015-16 School Year Student Calendar
180 Days, 1080 Instructional Hours**

APPENDIX II

7th Labor Day Holiday
8th First Student Day
11th Kindergarten Start Date
17 days

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

OCTOBER 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	E	E	24
25	26	27	28	29	30	31

21st Elementary Conferences
*Early Release grades K-5
22nd, 23rd All Grades Conferences
*Early Release grades 1-12
22nd, 23rd No school for Kindergarten Students
22 days

11th Veterans' Day Holiday
16th Elementary Trimester Break
No school for elementary students only
25th, 26th, 27th Thanksgiving Break
16 days – elementary students
17 days – secondary students

NOVEMBER 15						
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	H	H	H	28
29	30					

DECEMBER 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	N	N	N	H	H	26
27	N	N	N	N		

Dec 21 – Jan 1 Winter Break/
No school
24th, 25th Christmas Eve and
Christmas Day
31st New Year's Eve
14 days

1st New Year's Day
4th School resumes
18th Martin Luther King Jr. Day
29th Secondary Semester Break
*No school for middle and high school students
19 days – elementary students
18 days – secondary students

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

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

15th Presidents' Day Holiday
20 days

17th, 18th All Grades Conferences
Early Release for all students
23 days

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

APRIL 16						
S	M	T	W	Th	F	S
					1	2
3	N	N	N	N	N	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Apr 4 – Apr 8 Spring Break
16 days

27th Snow make-up day, if needed
30th Memorial Day Holiday
20 days

MAY 16						
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	S	28
29	H	31				

JUNE 16						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	E	18
19	X	X	X	23	24	25
26	27	28	29	30		

17th Last Day of School/
Early Release
20th, 21st, 22nd Additional snow make-up days, if needed
13 days

N = Non-School Day **H** = Holiday (no school) **SS** = School Starts **KS** = Kindergarten Start Date **S** = Snow Make-Up Day
E = Early Release **X** = Additional Snow Make-Up Days if more are needed.