

AGREEMENT

between the

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

and the

Tacoma Principals' Association

July 1, 2009 - June 30, 2012

Tacoma, Washington

TACOMA SCHOOL DISTRICT NO. 10

BOARD OF DIRECTORS

Kim Golding, President
Debbie Winskill, Vice President
Connie Rickman
Kurt Miller
James Dugan

SUPERINTENDENT

Arthur O. Jarvis, Ed.D.

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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 and will not be discriminated against on basis of race, color, national origin, gender or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Title IX of the Education Amendments of 1972, as amended; and Chapter 28A.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 three-year Agreement, effective as of July 1, 2009 and shall continue in full force and effect through June 30, 2012.

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.

For the purposes of calculating the daily rate of pay, supplemental days pay rate, 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-seven (27) vacation days allocated on July 1st of each year may be used through August 31st of the next 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 provided that cash out 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. Extraordinary 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 physician of the principal's choice.
 - 1. Payroll will automatically allocate accrued sick leave for all working days included in the first three calendar days following an injury, except that guaranteed paid holidays which fall within the first three 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. 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 14. Salary

- A. The salary schedule has four steps. The steps are labeled (A), (B), (C) and (D).
 1. Step (A) is 97.5% of step (B).
 2. Step (C) is 102.5% of step (B).

3. Step (D) is 102.5% of step (C).
- B. Beginning on January 20, 2010, or as mutually agreed between the parties no later than May 1, 2009, 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. For placing new employees, step (A) means one (1) year of administrative experience, step (B) means two (2) years of administrative experience, step (C) means three (3) years of administrative experience, and step (D) means four (4) or more years of administrative experience. In succeeding years of employment with the District, principals and assistant principals will advance one (1) step each year, until reaching step (D).
- D. Salary schedule increases are calculated as follows:
 1. For 2009-10: SIRS state median salary for districts of 10,000 or more students for each level (elementary, middle and high school) deferred to 2010-2011. The SIRS salary adjustment will be fully reinstated to the median salary for districts over 10,000 students for the second and third year of the agreement.
 2. For 2010-2011: SIRS state median salary for districts of 10,000 or more students for each level, (elementary, middle and high school), improved by state pass through is the amount for step (B).
 3. For 2011-2012: SIRS state median salary for districts of 10,000 or more students for each level, (elementary, middle and high school), improved by state pass through is the amount for step (B).
- E. When applying the SIRS median during the term of this Agreement, the resulting calculation cannot negatively impact any existing salary amount.
- 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. The twenty (20) year increment is equal to five (5) percent of the individual's base salary.
- I. The twenty-five (25) year increment is equal to two (2) percent of the individual's base salary.
- J. A principal, giving notice of retirement by March 15, shall be eligible to work two (2) additional days to assist with the transition to a new building principal. A work plan for the two (2) days shall be developed in collaboration with the relevant assistant superintendent. Pay is at per diem rate. At the principal's request at the time of giving

notice of retirement, the Board will not publicly announce or take action on pending principal retirements until after April 15th.

- K. In order to receive increments, salary increase or state pass through, the principal must not receive an unsatisfactory evaluation in any of the ten (10) evaluation criteria and the overall professional appraisal category. Generally, if a principal has had satisfactory evaluations in all categories and the overall appraisal in the previous year, and the evaluator has concerns about performance, the principal should be marked “needs improvement” in the relevant areas and provided a plan of improvement for the next year. The plan of improvement should include a meeting mid-way through each semester between the principal and the evaluator in order to review the progress on the plan for improvement. A principal may request an alternative evaluator from the deputy superintendent for the year in which the plan of improvement is in effect. If the plan of improvement is not successfully completed and the evaluator feels it is appropriate, the principal may be marked “unsatisfactory.” If a principal has received a written reprimand or suspension without pay in the course of the work year for misconduct that also affects the evaluation, the evaluator may rate the principal “unsatisfactory” in the relevant area(s) without providing a one-year plan of improvement. In this case, the evaluation must be completed by June 1.

- L. 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 15. 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 § 22(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. 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 16. 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 \$2,250 per principal.

Unused funds may accrue to \$4,500.
- B. The District shall provide substitute coverage for principals attending conferences up to three (3) days per year with prior arrangements with his or her supervisor.
- 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.

Section 17. Principals' Leadership Academy

- A. The District will continue to support the staff development of principals and the Principal's Leadership Academy (TPLA). In return, the Academy will assist the District in planning inservice and training for principals as well as future administrators. The amount of \$25,000 or more will continue to be budgeted for the Academy, to include a stipend for the TPLA facilitator and to support professional development activities for principals identified in the annual Association survey.

- B. 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 Director of Professional and Organizational Development and the appropriate level Assistant Superintendent(s).

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

Kim Holding

Date: 7/1/09

Connie E. Wick

Date: 7/1/09

Tacoma Public Schools 2009-2010 School Year Calendar

8/27 LID Day
1st PRS Day
2nd School Starts
7th Labor Day Holiday

SEPTEMBER 09						
S	M	T	W	Th	F	S
				LID		
		PRS	SS	3	4	5
6	H	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 09

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

6th Elementary Conferences
7th, 8th All Grades Conferences
9th Waiver Day
(staff only, no students)

11th Veterans' Day Holiday
25th Early Release
26th, 27th Thanksgiving Day Break

NOVEMBER 09						
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	E	H	H	28
29	30					

DECEMBER 09

S	M	T	W	Th	F	S
		1	2	3	4*	5
6	7	8	9	10	11	12
13	14	15	16	17	E	19
20	N	N	N	H	H	26
27	N	N	N	H		

3rd, 4th Elementary Conferences
4th* Elementary Staff Day/
no elementary school
18th Early release for students
and school personnel

Dec 21–Jan 1 Winter Break/
no school

4th School Resumes
18th Martin Luther King Jr. Day
19th Waiver Day
(staff only, no students)
29th* Semester Break
(Secondary Staff Day – no
middle or high school)

JANUARY 10						
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 10

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

12th, 15th Presidents' Day Break
12th Snow Make-Up Day if
needed

10th, 11th Elem Conferences
12th Waiver Day
(staff only, no students)
29th, 30th, 31st Spring Break

MARCH 10						
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	N	N	N			

APRIL 10

S	M	T	W	Th	F	S
				N	H	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	

1st, 2nd Spring Break
21st, 22nd Middle and High School
Conferences

28th, 31st Memorial Day Break
28th Snow Make-Up Day if
needed

MAY 10						
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	N/S	29
30	H					

JUNE 10

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

15th Last day of school/
Early Release

LEGEND

SS = School Starts H = Holiday (no school) N = Non-School Day S = Snow Make-Up Day E = Early Release

Tacoma Public Schools 2009-2010 Principal and Exempt Staff

1st First Work Day
3rd Fourth of July Holiday
(observed)

July 09						
S	M	T	W	Th	F	S
			1	2	H	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	

August 09						
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					

27th LID day

1st PRS Day
2nd School Starts
7th Labor Day Holiday

SEPTEMBER 09						
S	M	T	W	Th	F	S
		1	SS	3	4	5
6	H	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 09						
S	M	T	W	Th	F	S
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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

6th Elementary Conferences
7^{th, 8th} All Grades Conferences
9th Waiver Day
(staff only, no students)

11th Veterans' Day Holiday
26th, 27th Thanksgiving Day Break

NOVEMBER 09						
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	28
29	30					

DECEMBER 09						
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	H	H	26
27	28	29	30	H		

3rd, 4th Elementary Conferences
4th Elementary Staff Day/
no elementary school
18th Early release for students
and school personnel
23rd Early release for support
staff/district closed 2pm
Dec 21st - Jan 1st Winter Break/no
school

4th School Resumes
18th Martin Luther King Jr. Day
19th Waiver Day
(staff only, no students)
29th Semester Break
(Secondary Staff Day - no
middle or high school)

JANUARY 10						
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 10						
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						

15th Presidents' Day

10th, 11th Elem Conferences
12th Waiver Day
(staff only, no students)
29th, 30th, 31st Spring Break

MARCH 10						
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			

APRIL 10						
S	M	T	W	Th	F	S
				N	H	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	

1st Non-Work Day
2nd Spring Break
21st, 22nd Middle and High School
Conferences

31st Memorial Day

MAY 10						
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	H					

JUNE 10						
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			

15th Last day of school

Signed copy on file

**2009-2010 COMBINED (BASE SALARY + PRS)
PRINCIPALS & ASSISTANT PRINCIPALS
EFFECTIVE JULY 1, 2009**

CLASSIFICATION	(A)	(B)	(C)	(D)
Elementary Principal	101,371	103,905	106,503	109,165
Middle School Principal	107,730	110,423	113,183	116,013
High School Principal	114,615	117,481	120,418	123,428
Assistant Elementary School Principal	91,233	93,514	95,853	98,248
Assistant Middle School Principal	96,957	99,380	101,866	104,412
Assistant High School Principal	103,154	105,733	108,375	111,085

13

20 YEAR INCREMENT IS EQUAL TO 5% OF THE INDIVIDUAL'S BASE SALARY
25 YEAR INCREMENT IS EQUAL TO 2% OF THE INDIVIDUAL'S BASE SALARY

DOCTORATE DEGREE (Principal) = \$2,500 - Plus Base Salary
DOCTORATE DEGREE (Assistant Principal) \$2,300 - Plus Base Salary