

# Agreement

between the



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



and the

**International Union of  
Operating Engineers, Local  
302 (Security)**



**September 1, 2024 - August 31, 2027**

**Tacoma, Washington**

# **TACOMA SCHOOL DISTRICT No. 10**

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**TABLE OF CONTENTS**

PREAMBLE ..... 5

ARTICLE I. DEFINITIONS AND RECOGNITION..... 5

Section 1. Definitions ..... 5

Section 2. Recognition and Unit Designation ..... 5

ARTICLE II. MANAGEMENT RIGHTS..... 6

Section 3. Management Rights ..... 6

ARTICLE III. GENERAL CONTRACT PROVISIONS ..... 6

Section 4. Grievance Procedure..... 6

Section 5. Negotiations Procedures ..... 8

Section 6. Union Security ..... 8

ARTICLE IV. WAGES, HOURS AND BENEFITS..... 9

Section 7. Wages..... 9

Section 8. Hours of Work ..... 12

Section 9. Overtime ..... 13

Section 10. Holidays ..... 15

Section 11. Vacations ..... 16

Section 12. Insurance Benefits ..... 17

ARTICLE V. GENERAL CONDITIONS..... 18

Section 13. Program Procedures..... 18

Section 14. Personnel Procedures..... 20

Section 15. Discipline ..... 23

Section 16. Travel Allowance .....	24
Section 17. Payroll Deductions.....	24
Section 18. Damage to Vehicles.....	25
ARTICLE VI. LEAVES .....	25
Section 19. Leaves with Pay.....	25
Section 20. Leaves without Pay.....	29
Section 21. Drug and Alcohol Testing.....	31
ARTICLE VII. FURTHER PROVISIONS .....	32
Section 22. Agreement Clause .....	32
Section 23. Savings Clause .....	32
Section 24. Copies of Agreement Clause.....	33
Section 25. Duration Clause.....	33
Section 26. Labor Management.....	33
AGREEMENT.....	34
Appendices.....	34
Appendix A: 2024-27 Security Salary Schedules.....	34
Appendix B: 2024-25 Student Calendar* .....	39
Appendix C: 2024-25 10-month CSO Calendar* .....	
Appendix D: 2024-25 10-month IDEA SAMI SOTA CSO Calendar* .....	
Appendix E: 2024-25 10-month IDEA CSO Calendar* .....	
Appendix F: 2024-25 10-month SAMI CSO Calendar* .....	
Appendix G: 2024-25 10-month SOTA CSO Calendar* .....	
Appendix H: 2024-2025 12-month DPO Calendar* .....	
<i>*See current calendars as they become available*</i>	

## 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 International Union of Operating Engineers, Local 302 (Security), hereinafter called the "Union."

The parties hereto agree as follows:

### ARTICLE I. DEFINITIONS AND RECOGNITION

#### Section 1. Definitions

1. **Board:** Board of Directors of Tacoma School District No. 10.
2. **Campus Security Officer (CSO):** Officer assigned to school programs and premises to protect property, staff, and students. This position assists administrators in maintaining a positive school environment. A selected officer shall also serve as an overtime coordinator.  
  
**District Patrol Officer (DPO):** A mobile officer assigned to a specific area of the District rather than a specific building. All DPO's will share courier duties as assigned by the Director of Security or designee. This position assists in maintaining a positive liaison with students, parents, District staff, youth serving agencies, LE agencies and other local authorities; promotes prescribed standards of conduct and behavior; meets periodically with community residents and businesses to discuss school-related safety concerns and possible solutions.
3. **Day:** The definition of day shall be a twenty-four (24) hour period of time starting with 12:01 a.m. and going to 12:00 a.m. For example, 12:01 a.m. Sunday through 12:00 a.m. Monday is Day 1. Employees will be scheduled during their days off for the maximum amount of time off where possible. The work week shall be defined as Sunday 12:01 a.m. to Sunday 12:00 a.m.
4. **District:** Tacoma School District No. 10.
5. **Employee:** Any employee of the District covered by this Agreement.
6. **Temporary Security Employee:** An employee hired by the District for a term of one (1) school year or less.
7. **Superintendent:** Superintendent of Tacoma School District No. 10 or designee.
8. **Supervisor:** Director of Security or designee.
9. **Union:** International Union of Operating Engineers, Local 302, (Security).

#### Section 2. Recognition and Unit Designation

1. **Recognition:** The Board recognizes that the Union is the exclusive representative of all employees in the bargaining unit described in Section 2.

2. **Bargaining Unit:** The bargaining unit to which this Agreement is applicable is composed of all positions within the classification of District Patrol Officers and Campus Security Officers; provided, however, that certain positions, such as substitutes, may be excluded from the bargaining unit when agreed to by the Board and the Union in a separate addendum to this Agreement.

## ARTICLE II. MANAGEMENT RIGHTS

### Section 3. Management Rights

1. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations related to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of IUOE and the employees, and to the obligations imposed by this Agreement.
2. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights, in accordance with applicable laws and regulations, are the right to direct the workforce; the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or to take other disciplinary action against employees for just cause; and the right to release employees from duties because of lack of work or other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which such operations are conducted.

## ARTICLE III. GENERAL CONTRACT PROVISIONS

### Section 4. Grievance Procedure

If an employee, or the Union, considers that this Agreement has been violated, they shall use the following procedure to resolve the grievance:

1. **Informal Step:** The employee shall meet with the immediate supervisor within twenty (20) regular working days following the date of the last occurrence of the grievance to discuss the grievance. When the supervisor becomes aware of such grievance, they shall notify the Union and schedule a meeting. The Union representative may be present for the meeting. For terminations, the District and the union may mutually agree to move the grievance to Step 2. In the case of CSO positions, the immediate supervisor shall be considered the building principal. The DPO's will report directly to the Director of Security.
2. **Step I:** In the event the grievance is not satisfactorily resolved in the Informal Step, the Union representative shall, within fifteen (15) regular working days following the date of failure to resolve it in the Informal Step, present the grievance in writing to the immediate supervisor.

Within ten (10) regular working days following receipt of the grievance, the Supervisor shall submit a written answer to the Union with a copy to the grievant.

3. **Step II:** In the event the grievance is not satisfactorily resolved in Step I, the Union representative shall, within ten (10) regular working days following the date of failure to resolve in Step I, present the grievance in writing to the Superintendent with a copy to the Assistant Superintendent of Human Resources.

Within ten (10) regular working days following receipt of the grievance, the Superintendent, or designee(s), shall arrange a meeting(s) between both parties in an attempt to resolve the grievance. The District will respond, in writing, within five (5) regular working days of the date of the meeting.

4. **Step III. Mediation:** In the event the two parties cannot arrive at a satisfactory resolution to the grievance at Step II, the parties may mutually agree to submit the grievance at Step II to mediation. Either party must notify the other, in writing, within five (5) working days following the date for the Step II written response of their desire for mediation. The respondent shall respond, whether or not they agree to mediation, no later than two (2) working days prior to the Union's deadline for submission to arbitration or within five (5) working days of receipt of the written notification, whichever is sooner.

If the parties agree to mediation, then within five (5) working days of the agreement the parties shall jointly submit a request for mediation. Mediation requested could include but not be limited to FMCS, PERC or Pierce County Dispute Resolution Center as options. In addition, both parties shall share costs of mediation if applicable.

5. In the event the two parties cannot arrive at a satisfactory resolution of the matter in the manner herein prescribed, the Union may request binding arbitration on any grievance related to violation of this Agreement. If the Union determines to seek binding arbitration, it shall, within ten (10) regular working days following the date of the Step II written response, submit a request for a list of at least five (5) arbitrators from the Federal Mediation and Conciliation Service unless other arrangements are agreed to between the Union and the District. The parties will determine the arbitrator from this list by alternately striking names from the list. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions. The arbitrator will be without power or authority to make any decision which is outside this Agreement.

The decision of the arbitrator will be submitted to the District and the Union and will be final and binding upon the parties. The costs of the services of the arbitrator will be borne equally by the District and the Union. In addition, each party will pay its own fees and costs of the arbitration.

6. The time limits specified within this grievance procedure may be extended by mutual agreement of the District and the Union.

## **Section 5. Negotiations Procedures**

1. This Agreement will be open for negotiations no earlier than ninety (90) days and no later than sixty (60) days prior to the termination date of this Agreement, except as otherwise provided herein.
2. Each party to this Agreement will exchange a draft of the specific language for their proposed changes at the first negotiations meeting.
3. Negotiations shall be conducted at mutually agreeable times.
4. It is agreed that authorized representatives of the Board will meet with a committee from the Union to discuss job classification and wage rates before the budget is adopted.
5. Every effort will be made to complete negotiations by August 31, except when extended by mutual consent of the parties.

## **Section 6. Union Security**

Upon receipt from the Union of an employee's written, electronic, or recorded voice authorization, the Employer shall have deducted from the pay of such employee the amount of dues, initiation fees, and other such deductions as the employee authorized as certified by the Union and will transmit the amount to the Union each pay period, together with an indication of the pay period dates, the employee's rate of pay and number of straight time hours.

The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization. After the employer receives confirmation from the Union that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation. The Employer shall rely on information provided by the Union regarding the authorization and revocation of deductions.

The Union representative(s) will have access to all places where employees covered by this Agreement are employed. It is understood between the parties that this right shall not infringe or otherwise negatively impact the operations of the employer.



The Union may be represented by Shop Stewards. Stewards may be selected in such manner as the Union may determine. The District shall be informed in writing of the names of the Stewards. Only such Stewards shall be accorded recognition by the Employer. The Steward's duties, functions, and responsibilities are limited to receiving complaints from members, checking for contract violations, and investigating and reporting to the appropriate representative or Local Union Business Manager.

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

The Union will be permitted thirty (30) minutes during the first ninety (90) days of employment to meet with a newly hired bargaining unit employee to present information about its status as the exclusive representative of the bargaining unit. A newly hired employee who chooses to participate in such a meeting may do so during regular working hours without loss of pay.

The parties to this Agreement recognize the value to both the Union and the Employer of having Union members participate as part of the negotiations process. Therefore, the District agrees to compensate those Union members who participate in bargaining as part of the Union's bargaining team at their normal hourly rate while participating in the joint collective bargaining sessions occurring during their normal working hours.

Upon completion of the hiring process, the District will provide the Union with the name, address, phone number, position, and date of hire by the Board for all represented positions.

## **ARTICLE IV. WAGES, HOURS AND BENEFITS**

### **Section 7. Wages**

1. Employees shall receive a salary increase equal to the state pass through percentage for the Implicit Price Deflator (IPD) increases for education employees for each year of the agreement.

#### 2024-2025 School Year

- State pass-through percentage amount for IPD increases for educational employees;
- And 2% increase applied to the CSO column of the Security Salary Schedule.

#### 2025-2026 School Year

- State pass-through percentage amount for IPD increases for educational employees;
- And 1.5% increase applied to the CSO column of the Security Salary Schedule.

#### 2026-2027 School Year

- State pass-through percentage amount for IPD increases for educational employees;
- And 1% increase applied to the CSO column of the Security Salary Schedule.

Employees with twenty-five (25) years of service or more working for Tacoma Public Schools in this bargaining unit shall receive annual Longevity Pay of one thousand dollars (\$1,000.00) paid in the month of September.

The Substitute Rate of Pay shall be 95% of the New CSO.

Substitutes shall receive a minimum of three (3) hours' pay for each working day.

2. If a new employee is hired into the bargaining unit, the District may give an amount of credited years of service in the bargaining unit, based on the employee's previous experience and/or education.
3. There shall be two (2) general classifications for security officers:
  - a. Campus Security Officers (CSO) will perform security functions at a particular facility/program under the direction of the appropriate administrator of that facility/program. This is a ten (10) month position.
  - b. District Patrol Officers (DPO) will perform District-wide security functions under the direction of the Director of Security. This is a twelve (12) month position. DPO's shall be paid three dollars (\$3.00) more than a CSO with the same years of credited service in the bargaining unit.
  - c. There shall be separate job descriptions for the two (2) general classifications. There shall be different position descriptions within each classification including but not limited to overtime coordinator, and courier.
4. DPO: A minimum of one hundred fifteen (115) days worked and/or days of approved paid leave between September 1 and the following August 31 each year is required to qualify for a year of service. An eligible employee will receive the increment on September 1st annually.  
  
CSO: A minimum of ninety (90) days worked and/or days of approved paid leave between September 1st and the following August 31 each year is required to qualify for a year of service. An eligible employee will receive the increment on September 1st annually.
5. All work performed in excess of eight (8) hours per day or forty (40) hours in each five (5) consecutive day periods shall be paid for at the rate of time and one-half. Officers assigned to a forty (40) hour work week with ten (10) hour shifts shall be paid at the rate of time and one-half after ten (10) hours per day or forty (40) hours per week. All work performed on the seventh consecutive day shall be paid at the double time rate of pay.
6. Security employees required to return to duty after leaving the work site will receive a minimum of three (3) hours pay for callback at time and one-half the regular hourly rate.
7. If an employee is required to work on any legal or calendar paid holiday as defined in Section 11. Holidays, the employee shall receive double time and one-half.
8. When an employee is subpoenaed to a court appearance that results from a job-related incident, the employee shall be paid for the appropriate hours in accordance with the contract. The hours spent in court will be determined from the time required on the subpoena request until the employee has completed his or her testimony. For subpoenaed appearances that occur outside of the officers regularly scheduled day, officers shall receive the three hours callback pay at the rate of time and one-half.

9. Employees shall be required to utilize direct payroll deposit.
10. Regular or other earnings (overtime and vacation) and total earnings are to be listed on all paycheck stubs.
11. The Campus Security Overtime Coordinator is eligible to receive one hundred-fifty (150) overtime hours of pay for work as an overtime coordinator. Any requests for hours over the one hundred-fifty (150) overtime hours will be submitted to the Director of Security or designee for approval. The Overtime Coordinator communicates and schedules all off duty overtime for security employees and LE Agencies.

## 12. Pension Fund

Contributions to the Central Pension Fund are employee contributions and are deducted from the employees' gross hourly wage.

The bargaining unit will determine each year any increase into their Central Pension Fund.

Members of the International Union of Operating Engineers may meet annually to set the employee contribution to the CPF.

Contributions to the CPF, once set by the membership will be consistent for every hour worked or paid regardless of the pay rate.

The Union and the District hereby agree that all contributions to the International Union of Operating Engineers' Pension Fund will be funded by reductions in the wages of the Union members and will in no part be funded by contributions from the District, in accordance with the following provisions and that the District is not responsible for the performance of the Central Pension Plan.

The purpose of the Central Pension Fund shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Central Pension Fund. The funding for this payment, the stipulated amount of any said sum, and the designated effective dates for payment of any said sum are defined and set forth in the paragraph below.

During the continuance of this collective bargaining, the Employer shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the International Union of Operating Engineers, Local No. 302 Bargaining Unit, an hourly sum for every hour worked or paid, in accordance with the CPF Participation Agreement.

## 13. Obligation to the Fund

The Employer and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for the Fund, namely, as of September 7th, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement, heretofore and hereafter adopted.

The Union will annually notify the District of its intent to participate in CPF and any changes in the amount of the employee's contribution.

The Employer and Union consent to and accept the terms, conditions and provisions of the Trust Agreement and as amended, creating said Fund. The Employer and Union agree that the Trustees named in said Trust Agreement and their successors are and shall be its representative and the Employer and Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of said Trust Agreement.

The total amount due for each calendar month shall be remitted in a lump sum to said Fund no later than ten (10) days after the last business day of such month.

## **Section 8. Hours of Work**

1. All time worked for employees over eight (8) hours per day, forty (40) hours per week or on the sixth (6th) consecutive day or on Saturday, shall be paid at time and one-half the regular rate of pay. On the seventh (7th) consecutive day or on Sunday, the rate shall be at double the regular rate of pay. Employees assigned to a forty (40) hour work week with ten (10) hour shifts shall be paid at the rate of time and one-half after ten (10) hours per day or forty (40) hours per week. All overtime is to be assigned by management.

The District may alter employee shifts in response to emergent District needs, provided that the District notifies the affected employees twenty-four (24) hours in advance and that the employee has had more than twelve (12) hours off between shifts. If the District fails to notify the employee twenty-four (24) hours in advance or grant at least ten (10) hours off between shifts, the District will pay the employee per hour premium pay (\$2.25) for each hour worked in addition to the employee's regular wages. Double-back schedules which are the result of shift changes due to rotation do not qualify for premium pay.

2. CSO's shall work an eight (8) hour day to be scheduled between the hours of 6:00a.m. and 4:00p.m. by the Principal/Program Director, based on the needs of the site and in consultation with the Director of Security or designee. Daily work schedules once established, will be considered the officer's daily schedule. If it becomes necessary to modify or change an officer's regular ongoing schedule to a new schedule, the officers shall be given at least five (5) working days' notice whenever possible. Should the related change generate concern it may be addressed with the Director of Security or in the next Labor-Management meeting.

DPO's shall work an eight- (8-) hour day to be scheduled by the Director of Security. Once established, the schedule will be considered the officer's daily schedule. If it becomes necessary to modify or change an officer's regular ongoing schedule to a new schedule, officers shall be given at least five (5) working days' notice whenever possible. Should the related change generate concern, it may be addressed with the Director of Security or in the next Labor-Management meeting.

3. **Early Release Days:** On all District designated early release days, listed on the employee's calendar, Employees shall be released after four and one-half (4 ½) hours of work. DPO's shall receive compensatory time in lieu of early release, if not released early. On early release conference days, employee's schedules shall be consistent with the schedule of the school/program, as scheduled by the principal/program supervisor. No employee shall suffer

a loss of pay due to this provision.

4. **CSO's:** In the event of inclement weather conditions that necessitate the closing of school, CSO's shall not report to work. Hours missed from school closure days will be made up if the student day is rescheduled. If school is in session but operating on a late start or reduced schedule, officers will follow district guidelines for inclement weather.
5. **DPO's:** In the event of inclement weather conditions that necessitate the closing or delay of school, these employees shall report to work at their regular start time, or as soon as it is safe to do so. Any officer who is late in reporting or absent from work because of weather conditions shall be allowed the opportunity to use available leave for hours missed.
6. CSO's may cover a class/locker room in an event of an emergency where no other coverage is available. Emergencies exist when there is a sudden condition or state of affairs calling for immediate coverage. A CSO shall not be directed to continually cover a class/locker room in an effort to supplant a certificated employee or Educational Support Professional. Should emergency coverage continue beyond thirty (30) minutes, an additional twenty-five dollars (\$25.00) for that hour and any subsequent hour in which the emergency coverage continues.

## **Section 9. Overtime**

1. **Authorization:** Authorized overtime is defined as overtime approved in advance by the immediate supervisor. Overtime which is not authorized in advance by the immediate supervisor, will be compensated in pay or compensatory time, but may result in the imposition of discipline. However, if an administrator in charge of the division/ department or designated supervisor is not available, an employee may work overtime in an emergency situation. In such a case, said employee must notify the supervisor in charge within twenty-four (24) hours of the overtime.
2. Authorized overtime as defined in Section 8. Wages, 5. For employees shall be compensated at the applicable overtime rate or at the request of the employee, compensatory time.
3. **Compensatory Time:** Compensatory time may not be imposed by the District in lieu of overtime pay. The immediate supervisor must pre-approve the use of any accumulated compensatory time. Compensatory time may be accumulated up to forty (40) hours and shall be used as soon as possible. Every year compensatory leave balances as of August 31 will be paid off in September at the rate earned during the preceding year. If a compensatory time balance is not paid by the District or used by the employee before termination of employment, it will be paid as part of the employee's final pay warrant.

Documentation and approval for use of compensatory time shall be required on a District-provided form with a copy provided to the employee.

4. **Overtime Requests:** Any requests for overtime hours for employees shall be made through the Director of Security or designee. In the event that additional District security is required to cover school events or security personnel assigned to a school is not available, requests are to be coordinated as the Director of Security designates.

5. Upon receipt of an overtime request, the Campus Security Overtime Coordinator shall offer it to the CSO(s) assigned to the school or per the seniority rotation as appropriate. CSO's assigned to the school will have forty-eight (48) hours to accept an assignment or the assignment will be referred to the overtime rotation list. If there is less than forty-eight (48) hours' notice of an event, the Campus Security Overtime Coordinator will notify all members of the bargaining unit and the most senior officer to respond within two (2) hours will be given the assignment.
6. **CSO's:** Except in cases of emergency, all District security work for building needs and activities, shall be offered to the CSO's assigned to that school by seniority.
  - a. If the officer(s) assigned to that school is not available to work their building event, or the principal determines that an additional CSO's presence is required, the overtime shall be offered to a CSO from the District overtime rotation list described below. If no CSO is available, the assignment shall be offered to DPO's.
  - b. During football events taking place in District-run bowls and stadiums, the home team school shall be considered that school's venue. If more than one school is represented at the event, the District will determine the number of officers needed and the assignment(s) will be offered in order of seniority to the eligible officers from the participating school(s). If CSOs from the participating schools are unable to work bowl events, the assignment shall be offered to the remaining CSO's per the "overtime rotation list" described below.
  - c. For all other events at that school, overtime shall be offered to that school's CSO.
  - d. For all other venues requiring Security, where no CSO is assigned, work will be offered per the overtime rotation process below.
7. **Overtime Rotation List:** Overtime shall be offered in seniority order to the most senior employee on the list. Assignments shall continue to be offered to the next most senior employee on the list until an employee accepts the overtime assignment. The next overtime assignment is offered to the next person on the list following the individual who accepted the previous assignment. This process continues on a rotating basis for each following available assignment. One seniority rotational list is prepared for CSO's and one for DPO's. Each list begins with the most senior employee and ends with the least senior employee. Each employee will be contacted through their preferred method, identified by the Campus Security Overtime Coordinator at the beginning of each school year, and they will be given one (1) hour to respond and accept the assignment. CSO's may designate another staff member in their building that is willing to be contacted regarding overtime assignments and inform the CSO of said assignment.

**CSO:**

A CSO who fails to appear for an overtime assignment at a school other than their regularly assigned school shall be removed from the overtime seniority rotational list for the remainder of the school year. Their regular supervisor may offer the CSO overtime at their regularly assigned school.

**DPO:**

A DPO who fails to appear for an overtime assignment shall be removed from the overtime seniority rotation list for the remainder of the school year.

Officers working overtime as described above shall receive a minimum of three (3) hours pay.

An employee will not be removed from the overtime rotation list for failing to appear for an overtime assignment if they have a verified emergency. The officer shall contact the Director of Security and the Overtime Coordinator as soon as possible.

Once contacted, it shall be the responsibility of the Director of Security and Overtime Coordinator, or designee to fill the assignment.

Overtime offered for District-sponsored and hosted events, shall be at the discretion of the District. Employee concerns involving overtime assignments may be discussed with the Director of Security, designee, or the appropriate District administrator. Overtime concerns may also be discussed during Labor-Management Meetings.

8. **Supervision:** All security personnel working school-sponsored events shall work at the direction of the Director of Security or designee, as may be appropriate, within the scope of the position. District Security personnel may be required to coordinate customer service or crowd control.
9. **Use of Non-Bargaining Unit Employees:** Nothing in this section shall preclude the District from utilizing non-bargaining unit employees provided that provisions regarding bargaining unit coverage are met.
10. The Union and District agree to an overtime athletic committee that will meet at least three (3) times each regular school year (Fall, Winter, and Spring) and include at a minimum the District Athletic Director and three (3) employees from the bargaining unit, selected by the Union. The purpose of the committee will be to review security and event staffing at District held events and allow for bargaining unit feedback.
11. Any employee who is currently working an overtime shift may be reassigned to a different location within the district based on an emergent security need. The reassignment is at the discretion of the Director of Security or designee. Such reassignment will be communicated as promptly as practical, and officers will be compensated for any additional time incurred as a result of the reassignment.

**Section 10. Holidays**

1. DPO's shall be guaranteed a minimum of fourteen (14) paid holidays per school year. CSO's shall be guaranteed thirteen (13) paid holidays.
2. The following are legal and calendar (denoted by an asterisk) paid holidays for employees:

- |     |                                      |
|-----|--------------------------------------|
| 1.  | <b>Labor Day</b>                     |
| 2.  | <b>Veterans' Day</b>                 |
| 3.  | <b>Day before Thanksgiving*</b>      |
| 4.  | <b>Thanksgiving Day</b>              |
| 5.  | <b>Day after Thanksgiving*</b>       |
| 6.  | <b>Christmas Eve Day*</b>            |
| 7.  | <b>Christmas Day</b>                 |
| 8.  | <b>New Year's Eve Day*</b>           |
| 9.  | <b>New Year's Day</b>                |
| 10. | <b>Martin Luther King, Jr., Day</b>  |
| 11. | <b>Presidents' Day</b>               |
| 12. | <b>Memorial Day</b>                  |
| 13. | <b>Juneteenth</b>                    |
| 14. | <b>Independence Day (DPO's only)</b> |

3. Full-time employees will be compensated for eight (8) hours, or ten (10) hours pay depending on shift assignment for each paid holiday.
4. DPO's will be paid time and one-half for the first eight (8) hours of work and double time and one-half for all hours worked in excess of eight (8) hours for hours worked on the paid holiday. DPO's who work a ten (10) hour shift will be paid time and one-half for the first ten (10) hours of work and double time and one-half for all hours worked in excess of ten (10) hours for hours worked on the paid holiday.
5. A DPO must request, in writing, to have a holiday off at least three (3) weeks prior to the applicable duty schedule; provided, however, they may request only one (1) holiday off when there are two (2) consecutive holidays. Requests will be approved by seniority. A DPO may not request to work a holiday if the holiday falls on the DPO regular day off or courier assignment.

**Section 11. Vacations**

1. CSO's shall receive one (1) hour vacation pay for each eleven and one-half (11 ½) hours of straight time worked during the regular student school year. 10-month Security personnel pay shall be incorporated into the annual pay over 24 equal installments. These vacation days are added at the end of the work calendar and assumed as part of their pay.

DPO's shall earn one (1) hour vacation for each eleven and one-half (11.5) hours of straight time worked.

For the purposes of this section alone, "straight time worked" shall include all straight time hours paid (vacation, compensatory time, sick leave, etc.)

2. Days worked and days paid for reasons of sick leave shall be counted in computing prorated vacations for DPO's.



3. The time of the vacation period shall be chosen by the DPO's, with the approval of the supervisor. Vacation hours earned by August 31st must be taken by the following May 31th except as provided herein.
4. The Director of Security will establish a summer vacation schedule by April 5th. Each DPO who wants a summer vacation must submit a request in writing to the supervisor by April 15th. The supervisor will approve vacation requests by seniority on or before May 1st annually. DPO's will be allowed to take up to ten (10) working days of vacation during the summer. The summer vacation schedule shall be posted by May 5th annually. A senior DPO cannot bump a less senior DPO after days are approved. For purposes of implementation of this section, summer vacations shall be defined as commencing May 15th through Labor Day. Prior to posting the summer schedule, the schedule shall be shared with the Union.
5. Applications for non-summer vacations will be made subject to approval by the Supervisor and must be made at least two (2) weeks in advance. A DPO who wants a vacation exceeding two (2) weeks must notify the supervisor at least four (4) weeks in advance for scheduling purposes. Vacations may be split into one or two-week periods, if desired, and if approved, may be taken at any time of the year.
6. Beginning with the third year of employment in the District, full-time employees may carry over a maximum of 320 hours of vacation. Employees who have a vacation balance in excess of 240 hours as of August 31st, may at their option make a request to buy back up to 40 hours of vacation based on their hourly wage.

DPO's may take up to thirty (30) consecutive vacation days when approved by the Supervisor. A DPO will only be paid for up to and including thirty (30) unused vacation days upon retirement, resignation, etc., from the District, provided, however, that an employee will not lose earned vacation.

## **Section 12. Insurance Benefits**

The Tacoma School District shall be in compliance with applicable Washington State Law(s) related to healthcare benefits for school employees as established by the School Employee Benefit Board (SEBB) and as administered by the Washington State Healthcare Authority (HCA) and/or similar statewide jurisdictions.

## **ARTICLE V. GENERAL CONDITIONS**

### **Section 13. Program Procedures**

All employees shall wear uniforms authorized by the District.

CSO's shall receive a uniform allowance of five-hundred dollars (\$500) annually.

DPO's shall receive a uniform allowance of six-hundred dollars (\$600) annually.

A committee of three (3) employees designated by the Union will provide input to the Director of Security regarding uniform standards. Any District equipment issued, including patches, shall be returned upon separation from the District.

All Security employees will be provided an annual footwear allowance of \$150. Said allowance shall be as a reimbursement, which must be submitted annually between September 1 and September 30th of each year.

1. Employees shall maintain a neat and clean appearance at all times while on duty. All uniforms must be worn in a neat and professional manner at all times. All uniforms must include District approved markings and identify security employees as Tacoma Public Schools Security.
2. Any damage to any officer's uniform or gear occurring as a result of a documented on the job injury or incident shall be replaced at no cost to the officer or provided the equivalent reimbursement.
3. Officers may be authorized by the Director of Security to carry additional equipment. In the event that employees are authorized to carry additional equipment, they will receive appropriate training as to the proper use of all equipment used during the course of their duty day. The District agrees to make every effort to ensure that all bargaining unit employees have the necessary tools and equipment to keep them safe while on duty determined by the District. The District and Union agree to a set budget during the course of this Agreement allocated for tools, equipment and vehicles set at seventeen thousand dollars (\$17,000). Any additional asks from the bargaining unit related to tools, equipment, and vehicles will be discussed in Labor Management and must be mutually agreed upon by the Union and the District.
4. All "District Patrol Officers" shall be issued exterior vests with plates. Said vests and plates shall be in compliance with protective and related requirements prescribed under current standards of the National Institute of Justice (NIJ) or its' successor agency. Vests will be purchased using the tool budget from item four (4) above.
5. No one shall be allowed to ride in District security vehicles other than security employees except when authorized by the Supervisor or designee.

6. Employees shall not drink any alcoholic beverages for a period of at least eight (8) hours before duty. Drinking on the job or evidence of intoxication while working will be deemed grounds for immediate dismissal.
7. New employees shall be required to complete at least one (1) week on-the-job training with pay before they shall be allowed to work alone. Any new employee to the District shall receive training from the most experienced officers generally. Selection of trainers and all training shall be overseen by the Director of Security or designee.
8. The Director of Security, or designee will survey the bargaining unit before each data day on potential training subjects. Data day trainings will include the top training subjects received from the surveys.
9. The work schedule will be completed annually by the supervisor, or designee. If updated schedules are necessary, a copy will be given to each employee, with a copy posted on the security office bulletin board a least one (1) week in advance of the work schedule. The Union may receive a copy upon request.
10. It is agreed that security work will be performed by bargaining unit members as appropriate unless other measures must be taken in case of emergency. In the event the District determines emergency contracting of security service is required, the Union will be notified of the specific reason(s). Emergencies exists when there is a sudden condition or state of affairs calling for immediate coverage.
11. All DPOs are required to carry and respond to the District issued duty phone when needed and at the discretion of the Director of Security or designee. This includes all overtime shifts.
12. An employee may use reasonable skills and means as necessary for self-protection from attack or to prevent injury to another person (adult or student).
13. Standard Operating Procedures: All active Standard Operating Procedures will be made available to bargaining unit members, and the Union. It is understood that Standard Operating Procedures are subject to review and change based on the needs of the District and the bargaining unit. The District, the Union and members of the bargaining unit may each propose the creation, deletion or alteration of a Standard Operating Procedure. All creations, deletions or alterations of a Standard Operating Procedure will be discussed first in Labor-Management. The Director of Security, or designee will utilize bargaining unit members in the design and review of Standard Operating Procedures.

### **Required Training**

The District shall require up to fifty-six (56) hours of annual training to be paid at the employee's hourly wage if outside the regular workday. The District may schedule this training on student waiver days. The District may require an additional twenty-four (24) hours annual training to be paid at the employee's hourly wage if outside the regular workday. Failure to participate in required training without a valid excuse approved by the Director of Security/designee may result in discipline, up to and including termination.

## Optional In-service Hours

Employees may, at their option, receive up to forty (40) hours of pay annually at their hourly rate for participation in training pre-approved by the Director of Security or designee.

## Section 14. Personnel Procedures

1. The District shall retain the sole right to the selection of new employees transferring/ hiring in accordance with Article II of this CBA.
2. The probation period for members of the bargaining unit shall be one hundred eighty (180) actual working days.
3. Seniority
  - a. The security seniority of an employee shall be established only after successfully completing a probationary period of continuous employment with the employer. Upon successful completion of the probationary period, all seniority shall be applied retroactively to the employees hire date.
  - b. For employees who are qualified to transfer between classifications, seniority shall apply as follows:
    - i. Transfers from CSO to DPO shall (or vice versa) begin seniority effective the date of transfer.
    - ii. If an employee returns to their former classification, they will retain seniority from their original hire date within that classification.
  - c. The District shall supply the Union with a current listing of all employees covered by this Agreement which shall be:
    - i. Listed by job classification and job title.
    - ii. Updated as of September of each year.
    - iii. Shall include:
      1. Employee's name.
      2. Starting date in current classification.
      3. Date of hire with the District.
      4. Building seniority for CSO's.
  - d. The District will supply the Union with all revisions on the list.
  - e. The seniority rights of an employee shall be lost for the following reasons:
    - i. Resignation.
    - ii. Discharge for any reasons contained in this Agreement.
    - iii. Retirement.
  - f. Seniority rights shall not be lost for the following reasons:
    - i. Time lost by reason of industrial accident or industrial illness.
    - ii. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States.
    - iii. Time spent on other authorized leave of absence, not to exceed one (1) year.

g. Vacancies, Transfers and Promotions

- i. Notification of any newly created position or any previously existing position to be filled will be advertised within fifteen (15) workdays of the vacancy. Open positions shall be posted on the District website for at least five (5) working days during which time employees interested in the position may apply. The Director of Security shall send an email message to all members of the bargaining unit and the union office alerting them to the upcoming posting.
- ii. The posting shall include the job classification, qualification, hours of work and base wages.
- iii. Bargaining unit employees, followed by substitutes, will be given first consideration for position openings if they possess the requisite qualifications commensurate with the position.
- iv. The two (2) most senior qualified candidates, by seniority in the bargaining unit, will be interviewed. Other qualified candidates, internal or external, can fill the interview pool. The interview pool will be designated by the Director of Security. The interview panel will be selected by the District, with one observer position allotted to a member of the bargaining unit, selected by the union.

Bargaining unit employees deemed not qualified for an interview can request a written response from the Director of Security that addresses the District's hiring decision.

Selection Guidelines:

- a. The Human Resources Department shall assume overall responsibility for managing the selection process.
- b. Each candidate interviewed shall respond to the same questions.
- c. The Assistant Superintendent of Human Resources or designee will review the questions with the Supervisor to assure legal compliance and appropriateness. Questions must focus on the knowledge, skills experience, and attitudes that contribute to success on the job and responses will be evaluated using a point scale.
- d. If after the interviews and confirmation of acceptable confidential references the top-ranking candidate declines the position, the building administrator or supervisor can opt to select the second ranking qualified candidate or interview the next senior qualified candidates or other qualified candidates.
- e. Efforts shall be made to conduct the interviews with all candidates on the same day. All interviews will be conducted by the same interviewers.
- f. Selection shall be announced within ten (10) days of the interview.
- g. All interviewed candidates shall be notified of the results of interview.

- v. The District will endeavor to fill vacant positions in a timely manner. If the District decides to hold a position open for budgetary reasons it will notify the Union within forty-five (45) days of the position being vacated. A continuing effort to update assignments, techniques and equipment is an ongoing function of the Security department and such information will be shared with the IUOE, Local 302.
  - vi. Open or unfilled positions shall not be filled for more than thirty (30) working days by a substitute without mutual consent of the District and Union.
  - vii. An employee interested in an advertised position must apply to the Human Resources Office within the published deadline.
  - viii. A permanent bargaining unit employee transferring to a new or vacant position of the same classification shall not be required to serve a probationary period as a new employee.
4. Promotions to a higher job classification shall be according to qualifications for the position, seniority and ability and successful completion of applicable required in- service training. It shall be the policy of the District to promote to supervisory positions insofar as possible from the ranks of the employees.

#### **5. Layoff and Recall Procedure**

If the District eliminates a DPO position, the District will lay off by seniority starting with the least senior employee; provided, however, the District will lay off part-time employees assigned to these position's prior to laying off any full-time employee assigned to a DPO position.

If the District eliminates a building-based Campus Security Officer position, the District will lay off by seniority starting with the least senior Campus Security Officer; provided, however, the District will lay off part-time employees assigned to a Campus Security Officer position prior to laying off any full-time employee assigned to a Campus Security Officer position.

Part-time employees who are laid off will be placed on a part-time layoff list for fifteen (15) months from the date of layoff. The District will give preference by seniority within classification for rehire to persons on this part-time list before hiring a new employee to a bargaining unit position; if rehired to a part-time bargaining unit position within fifteen (15) months, said employee's previous hire-in date will establish the employee's seniority.

Full-time employees who are laid off will be placed on a full-time layoff list for fifteen (15) months from the date of layoff. The District will give persons on the full-time seniority list preference by seniority within classification for rehire to a bargaining unit position; if rehired to a full-time bargaining unit position within fifteen (15) months, said employee's previous hire-in date will establish the employee's seniority.

Employees will be recalled by seniority within classification. Employees with previous District experience in the classification will be given preference for rehire in that classification. An employee hired to a different classification must meet the position qualifications and requirements and must satisfactorily complete a ninety (90) day probationary period if recalled to a different classification.

A person on the layoff list must notify the Human Resources department of any change in address or telephone number. A person who fails to notify the Human Resources department of a change will lose all recall rights.

A person on the part-time layoff list who rejects an offer of part-time employment will be dropped from the layoff list and thereby lose all recall rights.

A person on the full-time layoff list, who rejects an offer of full-time employment, will drop to the bottom of the recall list. If a person rejects an offer of full-time employment a second time, they will be dropped from the layoff list and thereby lose all recall rights.

The District will notify an employee at least two (2) weeks prior to the effective date of the layoff.

District experience beyond the probationary period in a classification establishes seniority rights in that classification for an employee.

## **6. Personnel Files**

An employee may review the material in their personnel file(s) during regular business hours. Said employee may have a Union business agent accompany them, if desired.

Upon request, the District will provide a copy of any document(s) in the personnel file that has not been written by the employee or previously provided to the employee.

The District will provide a copy of any critical or commendatory written material to the employee at the time of its inclusion in the personnel file. Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such response shall be attached to the material in question and become a part of the personnel file.

If there are no further disciplinary actions with respect to employee conduct within twenty-four (24) months, the employee may provide a written request to the Assistant Superintendent of Human Resources to remove the discipline from their personnel file.

## **Section 15. Discipline**

Discipline will be for cause. As such, an employee will not be disciplined for an arbitrary or capricious reason. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand, suspension, or termination as appropriate to the infraction. The District reserves the right to skip the levels of progressive discipline for cases of egregious conduct. The employee will receive a copy of any written discipline. The overall objective of disciplinary action is to correct or eliminate inappropriate behavior or misconduct.

The District will notify an employee prior to a meeting set up for possible disciplinary action so that the employee may obtain Union representation. If representation is not available, the meeting will be rescheduled to a mutually agreeable time.

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

The District agrees to act in good faith in the dismissal of an employee. Should the Union present a grievance in connection with a dismissal or a demotion, the dismissal or demotion shall be reviewed under the terms of the grievance procedure.

When an employee is reprimanded, suspended, or terminated as a disciplinary action, a written notice will be given to the employee with a copy sent to the Union Office.

### **Section 16. Travel Allowance**

1. Employees approved by the Superintendent or designee to use their private vehicles to travel on school business shall be compensated at the IRS-established rate and per District mileage tables when appropriate.
2. A list of all employees receiving local travel reimbursement shall be kept in the personnel office.
3. Travel from home to work or to local PTA meetings and travel from work or from the last place of call to home is not reimbursable except when the employee is on-call or when approved by the Superintendent, or designee.
4. In the event an employee uses their personal vehicle for patrol duties, the employer agrees to reimburse for mileage based on the vehicle's odometer.

### **Section 17. Payroll Deductions**

1. Upon employee's authorization, the District will deduct all monthly Union dues, and other legal deductions, from the employee's paycheck.
2. The District will annualize an employee's regular wage. Said wages will be paid 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.
3. Should there be any changes to the payroll cycle, the District will provide employees and the Union sixty (60) calendar days' notice of such changes to give the Union the opportunity to bargain the decision and effects.
4. Regular and/or other earnings and total earnings are to be listed on all payroll stubs.



## **Section 18. Damage to Vehicles**

When an employee's vehicle is damaged in a school setting or in the course of employment, the District will reimburse the employee, up to a maximum of \$1,000 per incident, for damage caused to their personal vehicle. Damage caused by the employee's negligence will not be covered. Damage to an employee's vehicle by the District, or as the result of a District action, will be fully covered.

Procedures for submitting a claim:

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.
4. Attach the police report or provide the incident/case number, along with a description of the damage, and a repair cost estimate of the damage.
5. Employees must submit the confirmation email from the respective law enforcement agency or provide the police report number on the claim form within sixty (60) days of the date of the incident.

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

## **ARTICLE VI. LEAVES**

### **Section 19. Leaves with Pay**

The District shall comply with all provisions of any state leave requirements imposed upon it (e.g., Washington State Paid Sick Leave, Washington State Paid Family and Medical Leave Act [PFML], etc.). Premiums for the PFML shall be paid by the employer and employees pursuant to the portion formula in RCW 50A.10.030. The employee share shall be paid through payroll deduction. PFML may be used consecutively with the employee's other leave entitlements if allowed under that program.

#### **1. Sick Leave**

At the beginning of each fiscal year, twelve (12) month employees will be credited with twelve (12) days of sick leave and ten (10) month employees will be credited with ten (10) days of sick leave. Sick leave may be used for absences caused by illness, injury, and disabilities including those caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. 10-month employees working outside the defined calendar (e.g., summer schools and other non-regular school days) will earn (1) hour of sick leave for each 12.5 hours worked.

- a. In addition, sick leave shall apply to emergencies. The following conditions apply to emergencies:
  - i. The problem has been suddenly precipitated.
  - ii. Preplanning is not possible.

- iii. Preplanning cannot relieve the necessity for the employee's absence.
  - iv. The problem is not minor or of mere convenience, but of a serious nature.
  - v. Auto trouble shall not be considered an emergency except in case of an accident.
- b. Sick leave allowance for part-time employees or employees who work only part of the fiscal year shall be prorated. The unused portion of such allowance shall accumulate from year to year in accordance with current state law.
  - c. Employees who resign from the District and are subsequently reemployed by the District shall retain the number of days of accumulated sick leave held at the time of resignation from the District provided that they have not been used while employed by another public agency or otherwise have been compensated for the days.
  - d. Campus Security Officers who are unable to report for work at the beginning of the school year due to illness, injury, or disability shall be paid their regular salary until all accumulated sick leave is exhausted.
  - e. In the event an employee becomes ill and will be unable to report to work the next shift, or must leave from their current shift, said employee will notify the immediate supervisor as soon as possible.
  - f. Any employee claiming benefits for more than four (4) consecutive workdays from accumulated sick leave shall submit a medical report the fifth (5th) workday of illness and every thirty (30) days thereafter while the illness persists. In the case of documented serious or life-threatening illness, follow-up medical reports may be waived.
  - g. Supplemental Condition for Sick Leave Buyback:

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from District employment due to retirement, eligible resignation, or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

## **2. Workers' Compensation (Industrial Insurance)**

- a. Any injuries or industrial illnesses received while at work must be reported to the security office with the full history of the case on accident report blanks, as they are covered by the State Workers' Compensation Law. Employees are covered for the working days included in the first three (3) calendar days after the day of the accident from the employee's sick leave balance, if any.

Employees receive free medical aid for injuries on the job and may be treated by the physician of the employee's choice.

- b. The appropriate payroll clerk(s) 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 eligible employees in order to make total pay equal to regular pay.

For absences extending beyond three (3) calendar days, the appropriate payroll clerk(s) will automatically implement sick leave balancing to make total pay equal to regular pay. In addition, when sick leave has been exhausted, an employee may request in writing to use vacation pay balancing. An employee 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 employee in lieu of prorated sick leave and compensation.

The intent is to enable the employee to draw full pay, but not more than full pay, during the absence due to injury on the job.

- c. While on industrial insurance, sick leave, holiday, and vacation benefits will continue to accrue to the employee in the same manner as if the injury had not occurred for a period of twelve (12) calendar months. The District's obligation to an employee for accrual of these fringes terminates at the end of twelve (12) calendar months.
- d. The District will continue to pay its share of the employee's health insurance subsidy only each month during the first twelve (12) months provided that the employee furnishes their share to the business office each month by check or credit card. The District Finance Office will mail or otherwise provide employees in this category a self-pay invoice with instructions.
- e. At the end of one (1) calendar year from the date of the injury, the following applies:
  - i. An employee 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.
  - ii. Said employee will be paid for all unused vacation pay earned.
  - iii. If said employee returns to active employment status with the District, their remaining sick leave balance will be reinstated in accordance with District policy.
  - iv. Group medical insurance benefits terminate; each employee must arrange for COBRA coverage, or his or her own medical insurance coverage, if desired.

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

- i. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington State Department of L & I, except that placement in apposition shall be pursuant to the terms of the Agreement; provide, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.
- ii. The employee shall, as a condition of receiving benefits under Section 19, Staff Protection, L & I Disability, execute an assignment of the proceeds of any judgement or settlement in any third (3rd) party action arising from such injury or illness in the amount of compensation received pursuant to Section 19, Staff Protection, L & I Disability, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney's Office of Pierce County.

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, bidding, etc.

### **3. Bereavement Leave**

The Board will allow up to five (5) days of paid bereavement leave at the time of death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner, mother, father, daughter, son or siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother and grandchild, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship as approved by the Assistant Superintendent of Human Resources.

The Board will allow up to three (3) days of paid bereavement leave to attend or participate in family services in the event of the death of a brother-in-law or sister-in-law.

The Board will allow one (1) day of paid bereavement leave for attendance at the funeral of an aunt, uncle, nephew or niece.

Extensions and exceptions may be granted by the Assistant Superintendent of Human Resources in extenuating circumstances.

Bereavement leave is non-accumulative.

### **4. Family Illness Leave**

Employees shall be granted a leave of absence with pay of not more than three (3) days during a year, when such absence is occasioned by the illness of any relative residing in the household of the employee and/or the following family members which necessitates the presence of the employee: spouse, mother, father, daughter, son, or siblings. The employee will certify to the circumstances of the illness upon return to work. Such leave is non-accumulative and is not to be taken from sick leave.

## 5. Personal Leave

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

- a. If an employee is in a position which requires a replacement employee, said employee must call the appropriate supervisor directly at least twenty-four (24) hours in advance of the absence in order to assure the availability of a replacement employee. Before leave is approved, a replacement employee, if required, must be available; provided, however, these limitations do not apply when personal leave is used for family illness.
- b. Ten percent (10%) of staff may use personal leave to extend a holiday, vacation or during the first or the last five (5) days of the student school year, with thirty (30) days' notice prior to the date requested. This will be approved by the Director of Security, or designee, on a first come first served basis and upon confirmation of appropriate coverage. Requests made on the same day will be given on the basis of original hire date seniority.

## 6. Military Service (National Guard/Reserve Annual Training Duty)

- a. Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding fifteen (15) days during each fiscal year upon presentation of valid orders.
- b. When military leave is granted, the employee shall receive his or her regular pay from the District.

## 7. Jury Duty, Subpoena Leave

Leaves of absence with pay are allowed for jury duty. Any compensation received for jury duty performed on working days will be deducted from the employee's net salary.

Leaves of absence will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment, other employment, or an action against the District.

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

## Section 20. Leaves without Pay

### 1. Parental Leave

- a. An employee should notify the Human Resources department by the end of the fourth month of pregnancy to assist Human Resources in planning for replacement.

Parental leave shall apply to eligible employees and begin at a time determined suitable by the employee and the personal physician after consultation with the Human Resources department or designee.

- b. A parental leave of absence for up to one (1) year without pay may be granted by the District to any employee for the purpose of childbearing and/or child rearing.
- c. An employee who is legally adopting a child six (6) years or younger may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s). An employee on parental leave for adoption may return to the first available vacancy for which they are qualified.
- d. Parental leave shall not extend beyond eighteen (18) months of the date on which the child was born or adopted. Parental leave may be shared by the parents if it does not exceed the amount of leave available under the contract.
- e. An employee returning from taking parental leave shall be assigned to the same position or a similar open position held at the time the leave commenced, unless the position no longer exists, in which case the employee shall be treated in accordance with the seniority and layoff provisions of this Agreement.

## **2. Political Leave**

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

- a. With three (3) weeks' notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for the employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave.
- b. If the employee is elected to the office, the Board may return the employee to the same or mutually agreed upon position until such time that the employee's elected term of office necessitates leaving the position. Any employee may hold a political office and continue as an employee as long as it does not interfere with their assignment.
- c. The Board may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year or a fraction of a year. Upon return from this type of leave, the employee will be returned to the same position. If political leave is extended beyond one (1) year, the person's right to return to the original position cannot be guaranteed.

## **3. Military Service (National Guard/Reserve Duty) Leave**

Any employee who volunteers or is inducted into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed five (5) years, upon presentation of valid orders. Any employee who is recalled into active military duty shall be considered to be on a leave of absence without pay for the duration of recall upon presentation of valid orders. If employee requests reemployment within ninety (90) days of honorable discharge from such military service or after having presented other proof of having satisfactorily completed service, employee shall be reinstated and restored as nearly as existing circumstances permit, to the position previously held or to a position of like seniority, status and pay. Provided, that the Board need not reemploy such person if circumstances have so

changed as to make it impossible, unreasonable, or against the public interest for Board to do so; provided further, that this section shall not apply to a temporary position.

If a person is not qualified for old position as a result of disability sustained during service but is nevertheless qualified to perform the duties of another position under the control of the Board, employee shall be reemployed in such other position; provided, that such position shall provide like seniority, status and pay, or the nearest approximation thereto consistent with the circumstances of the case.

- a. Any employee who is a member of the Washington National Guard or 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.
- b. Military leave shall be granted in order that the person may take part in active-duty training, when required to do so by the military service, if such duty cannot be taken during non-workdays.
- c. When military leave is granted, the employee shall receive his or her regular pay from the District.

#### **4. Optional Leave**

An employee may be allowed one (1) day off without pay per year. The leave is granted at the discretion of the Security office and may be canceled if conditions do not allow the absence.

#### **5. Unpaid Religious Leave**

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The employer must allow the employee to take the unpaid holiday when requested unless the employee's absence would impose an undue hardship on the employer, or the employee is necessary to maintain public safety. For this purpose, "undue hardship" is defined in WAC 82-56- 020.

### **Section 21. Drug and Alcohol Testing**

If the District determines that it has reasonable suspicion that an employee may be under the influence of drugs or alcohol in violation of District Policy 5201, Drug-Free Schools, Community, and Workplace, the District may direct that employee to immediately accompany a District administrator to an appropriate facility for testing. If the employee at issue is a CSO (CSO I or II), a District administrator will accompany and transport the employee to the appropriate facility for testing.

Reasonable suspicion includes, but is not limited to, (1) objective evidence that the employee's actions, conduct, or appearance is indicative of being under the influence of drugs and/or alcohol, or (2) the employee is in possession of drugs and/or alcohol or drug paraphernalia while on duty or on school grounds. If the basis of reasonable suspicion is that the employee's actions, conduct, or appearance is indicative of the employee being under the influence of drugs and/or alcohol, the employee's actions, conduct or appearance must be observed by two (2) District personnel before any testing action is taken.

The Business Representative of the Union will be given a courtesy telephone call that the District will be requiring a drug or alcohol test of an employee. If an employee wishes to have a Union representative present at the testing facility or during transport to the testing facility, it is incumbent on the employee to secure the presence of the Union representative present.

However, seeking the presence of the Union representative shall in no way delay the testing process once the directive to be tested has been given.

All testing will be performed by Substance Abuse and Mental Health Services Administration 26 (SAMHSA) certified laboratories. Testing will be performed by trained technicians.

The employee will be compensated at their appropriate hourly rate for the time devoted to travel to and from the testing facility and the test procedure. Following the test and prior to any disciplinary or other administrative action being taken, the employee will be advised in writing of the nature of the allegations.

All positive tests will be subjected to a second confirmation test to ensure the validity of the initial test results.

The results of drug and/or alcohol testing will be weighed by the District in determining if any employee misconduct has occurred, and if so, the appropriate discipline. An employee who refuses to consent immediately upon request to a test for the presence of drugs and/or alcohol or to otherwise fully cooperate in the test or an investigation for such, will be considered insubordinate and subject to such discipline as may be appropriate under the circumstances, which may include suspension without pay with the intent to discharge following the investigation. All due process required by the collective bargaining agreement and general legal principles will also be applied.

An employee shall notify the Assistant Superintendent of Human Resources within five days of:

(1) any conviction of any criminal drug related conviction; and/or (2) if that employee operates any vehicles or motorize equipment in the performance of their duties, any drug- or alcohol- related criminal conviction or any suspension or revocation of the employee's driver's license for a drug or alcohol related offense.

## **ARTICLE VII. FURTHER PROVISIONS**

### **Section 22. Agreement Clause**

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

### **Section 23. Savings Clause**

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 and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.



If the District would be in violation of state law or would incur any penalty or decrease in state support as a result of the compensation and benefits provided herein, Provisions of this contract affected by the ruling shall be reopened and the District and the Union shall renegotiate the provisions in accordance with the law.

### **Section 24. Copies of Agreement Clause**

An electronic copy of this Agreement shall be posted online and shall be provided to employees upon request.

### **Section 25. Duration Clause**

This agreement and each of its provisions shall be in effect as of September 1, 2024, until August 31, 2027. Provided, however, this Agreement may be altered, added to, or deleted from through the voluntary and mutual consent of the District and the Union.

### **Section 26. Labor Management**

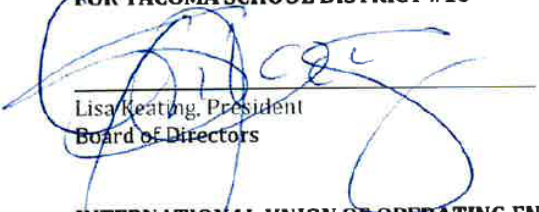
Labor-Management Committee: At least quarterly, or at the written request of either the District or the Union. Labor-Management meetings shall be held, with no loss of pay to the employees, at a time mutually agreed upon. Items for discussion shall be submitted to each party no later than 48 hours in advance by the parties to determine the agenda. Additional items may be added to the agenda by mutual agreement of the parties. The purpose of these meetings shall be to resolve problems prior to them being reduced to writing as a grievance, to discuss any other problems or concerns that affect the bargaining unit, and to provide an opportunity to discuss improvements to the security program.

In no event can agreements reached in Labor-Management abridge, add to, or subtract from the collective bargaining agreement. The Union shall select up to three (3) employee representatives to the Labor-Management Committee who will serve for the duration of the agreement. The Assistant Superintendent of Human Resources, Director of Security and one principal shall represent the District. In order to assure open communication, there shall be no adverse impact, nor shall there be any retribution for any employee as a result of participation in the Labor-Management Committee.

# AGREEMENT

This Agreement is made and entered into by and between Tacoma School District No. 10 and the International Union of Operating Engineers Local 302 (Security).

**FOR TACOMA SCHOOL DISTRICT #10**

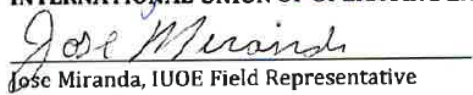


Lisa Keating, President  
Board of Directors

March 14, 2024

Date

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302 (SECURITY)**



José Miranda, IUOE Field Representative

3-15-2024

Date

## APPENDICES

signed copy on file

2024-2025 SECURITY SALARY SCHEDULE		
EFFECTIVE SEPTEMBER 1, 2024		
<b>Tentative</b>		
LEVEL	Campus Security Officer (CSO)	District Patrol Officer (DPO)
1	\$30.70	\$33.70
2	\$31.23	\$34.23
3	\$31.78	\$34.78
4	\$32.33	\$35.33
5	\$32.88	\$35.88
6	\$33.45	\$36.45
7	\$33.65	\$36.65
8	\$33.87	\$36.87
9	\$34.38	\$37.38
10	\$34.91	\$37.91
11	\$35.19	\$38.19
12	\$35.74	\$38.74
13	\$36.01	\$39.01
14	\$36.78	\$39.78
15	\$37.06	\$40.06
16	\$37.60	\$40.60
17	\$37.87	\$40.87
18	\$38.43	\$41.43
19	\$38.71	\$41.71
20	\$39.52	\$42.52

District Patrol Officers shall be paid \$3.00 more per hour than the Campus Security Officer with the same years of credited service in the bargaining unit.

The Substitute Rate of Pay shall be 95% of the New CSO \$29.17

SPECIAL NOTE: This schedule is based on the allocation by the State Legislature that includes an anticipated 3.7% Implicit Price Deflator (IPD) and may be subject to change by the Legislature as part of the legislation finalizing 2024-25.

5/20/2024 7:30 AM

signed copy on file

2025-2026 SECURITY SALARY SCHEDULE		
EFFECTIVE SEPTEMBER 1, 2025		
<b>Tentative</b>		
LEVEL	Campus Security Officer (CSO)	District Patrol Officer (DPO)
1	\$31.16	\$34.16
2	\$31.70	\$34.70
3	\$32.26	\$35.26
4	\$32.81	\$35.81
5	\$33.37	\$36.37
6	\$33.95	\$36.95
7	\$34.15	\$37.15
8	\$34.38	\$37.38
9	\$34.90	\$37.90
10	\$35.43	\$38.43
11	\$35.72	\$38.72
12	\$36.28	\$39.28
13	\$36.55	\$39.55
14	\$37.33	\$40.33
15	\$37.62	\$40.62
16	\$38.16	\$41.16
17	\$38.44	\$41.44
18	\$39.01	\$42.01
19	\$39.29	\$42.29
20	\$40.11	\$43.11

District Patrol Officers shall be paid \$3.00 more per hour than the Campus Security Officer with the same years of credited service in the bargaining unit.

The Substitute Rate of Pay shall be 95% of the New CSO \$29.60

SPECIAL NOTE: This schedule is based on the negotiated increase; the allocation by the State Legislature, Implicit Price Deflator (IPD), has not yet been determined.

5/20/2024 7:34 AM

signed copy on file

2026-2027 SECURITY SALARY SCHEDULE		
EFFECTIVE SEPTEMBER 1, 2026		
<b>Tentative</b>		
LEVEL	Campus Security Officer (CSO)	District Patrol Officer (DPO)
1	\$31.47	\$34.47
2	\$32.02	\$35.02
3	\$32.58	\$35.58
4	\$33.14	\$36.14
5	\$33.70	\$36.70
6	\$34.29	\$37.29
7	\$34.49	\$37.49
8	\$34.72	\$37.72
9	\$35.25	\$38.25
10	\$35.78	\$38.78
11	\$36.08	\$39.08
12	\$36.64	\$39.64
13	\$36.92	\$39.92
14	\$37.70	\$40.70
15	\$38.00	\$41.00
16	\$38.54	\$41.54
17	\$38.82	\$41.82
18	\$39.40	\$42.40
19	\$39.68	\$42.68
20	\$40.51	\$43.51

District Patrol Officers shall be paid \$3.00 more per hour than the Campus Security Officer with the same years of credited service in the bargaining unit.

The Substitute Rate of Pay shall be 95% of the New CSO. \$29.90

SPECIAL NOTE: This schedule is based on the negotiated increase; the allocation by the State Legislature, Implicit Price Deflator (IPD), has not yet been determined.

5/20/2024 8:03 AM

Tacoma Public Schools  
2024-25 School Year Student Calendar

Pending OSPI  
Approval

<p>2<sup>nd</sup> Labor Day holiday</p> <p>3<sup>rd</sup> – 6<sup>th</sup> No school / Teacher workshops / Waiver day</p> <p>9<sup>th</sup> First student day</p> <p>11<sup>th</sup> Late starts begin</p> <p>12<sup>th</sup> Kindergarten start date</p> <p>16 student days</p>	<p><b>SEPTEMBER 24</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>H</td><td>N</td><td>N</td><td>N</td><td>N</td><td>7</td></tr> <tr><td>8</td><td>SS</td><td>10</td><td>11</td><td>KS</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S	1	H	N	N	N	N	7	8	SS	10	11	KS	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						<p><b>OCTOBER 24</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>E</td><td>E</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>	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			<p>15<sup>th</sup> Elementary conferences *Early release grades K-5</p> <p>16<sup>th</sup> Late-start school day, no early release</p> <p>17<sup>th</sup> - 18<sup>th</sup> All grades conferences Early release grades K-12</p> <p>23 student days</p>							
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<p>23<sup>rd</sup> Snow make-up day</p> <p>26<sup>th</sup> Memorial Day Holiday</p> <p>20 student days</p>	<p><b>MAY 25</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>S</td><td>24</td></tr> <tr><td>25</td><td>H</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table>	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	S	24	25	H	27	28	29	30	31	<p><b>JUNE 25</b></p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>H</td><td>E</td><td>21</td></tr> <tr><td>22</td><td>S</td><td>S</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	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	H	E	21	22	S	S	25	26	27	28	29	30						<p>19<sup>th</sup> Juneteenth holiday</p> <p>20<sup>th</sup> Last day of school/ Early release</p> <p>23<sup>rd</sup>, 24<sup>th</sup> Snow make-up days, if needed</p> <p>14 student days</p>							
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N = Non-School Day H = Holiday (no school) SS = School Starts KS = Kindergarten Start Date  
LS = Late Start Day E = Early Release S = Snow Make-Up Day















**TRAINING TRUST ADDENDUM**

APPENDIX I