

AGREEMENT

between the

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

**Tacoma Federation of
Education Support Professionals, AFT
Washington
Local 461, AFL-CIO**

September 1, 2024- August 31, 2027

Tacoma, Washington

TACOMA SCHOOL DISTRICT #10

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PREAMBLE

The following articles of this Agreement constitute the full and complete agreement by and between the Board of Directors of Tacoma School District No. 10 and the Tacoma Federation of Education Support Professionals, AFT Washington, Local 461, CIO.

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. **District:** Tacoma School District No. 10.
3. **Employee:** Any employee of the District covered by this Agreement. Employee is used interchangeably in this document with the term Education Support Professional.
4. **Involuntary Transfer:** A change not initiated by an employee, moving said employee from an employee's current position to a placement into a position at a different worksite.
5. **Regular Employee:** An employee scheduled to work the equivalent of at least four (4) hours per day for the school year or any employee who works in an extra help assignment exceeding 420 hours in the same assignment during the school year.
6. **Seniority:** Consists of continuous service of employee as an Education Support Professional within the District.
7. **Short-hour employee:** An employee scheduled to work less than four (4) hours per day and fifteen (15) hours per week for the student school year. Said employee shall receive the hourly rate of pay only and no other contractual benefits. A short-hour employee must work no more than 540 hours in a school year.
8. **Substitute Employee:** An employee hired for an extra help assignment of 420 hours or less in the same assignment during the school year, or hired to replace an absent employee, or hired to temporarily fill a vacancy. Said employee shall receive the substitute rate of pay and other contractual benefits to which they are eligible.

9. **Superintendent:** Superintendent of Schools of Tacoma School District No. 10.
10. **Federation:** Tacoma Federation of Education Support Professionals, AFT Washington Local 461, AFL- CIO.

Section 2. Recognition, Unit Designation, and Labor-Management Meetings

1. **Recognition:** The Board recognizes that the Federation is the exclusive representative of all employees in the bargaining unit described in subsection two (2) of this section with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be particular to the bargaining unit.
2. **Bargaining unit:** The bargaining unit to which this Agreement is applicable is composed of all Education Support Professionals, including substitutes, employed by the District. Bargaining unit substitutes shall include only those who have worked for thirty (30) calendar days within the current school year, or thirty (30) calendar days in the immediately preceding school year and who continue to be available to work. Substitutes cannot combine the days from the two (2) combined school years to reach thirty (30) days.
3. **Labor-Management:** At least monthly, or at the written request of the District or the Federation, labor-management meetings shall be held to discuss issues of mutual interest to the parties; to resolve concerns regarding the interpretation and implementation of the collective bargaining agreement and to provide an opportunity for the Federation to provide feedback on District operations and direction. The principles of interest-based decision-making will be used to organize discussions at labor-management meetings. In addition, the Federation President and the Assistant Superintendent of Human Resources or designee shall establish a calendar of regular meetings, frequency to be mutually agreed to.
 - a. In no event can agreements reached in labor-management meetings abridge, add to, or subtract from the collective bargaining agreement, provided however, that such agreements may be made subject to ratification by the Federation and the Tacoma School District No. 10 Board of Directors.
 - b. The Federation may include up to four (4) employee representatives, inclusive of the President. The Assistant Superintendent for Human Resources and up to two (2) additional members shall represent the District. Other resource personnel shall be available upon request by either party.

**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 the Federation 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 work force; 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; 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
GRIEVANCE PROCEDURES**

Section 4. Guidelines

1. A grievance is a claim based upon an alleged violation or misapplication of specific provisions of this agreement and/or District policies and procedures.
2. The intent of a grievance procedure is to provide a fair and respectful way to resolve disputes between the Federation and the District. Every effort should be made by both parties to resolve and settle these differences at the lowest possible level.
3. Any reference to "days" in this Article shall be understood to mean workdays.
4. Any member of the bargaining unit filing a grievance shall have the right to Federation representation at any and all levels of the proceedings.
5. Any individual involved in grievance proceedings as a grievant, a witness, a representative, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of his or her reasonable participation in the process.
6. Grievances may be settled at any step, and nothing in this agreement shall preclude an informal settlement, agreed upon by both parties, at any step contained in this process.
7. Timelines within this process shall be strictly adhered to, unless extended by mutual agreement. Extensions to established timelines may be granted by mutual agreement between Human Resources and the Federation not to exceed fifteen

(15) days. Such agreement will be documented in writing and needs to be received by timeline/deadline.

8. If the grievance is not filed within forty-five (45) days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.
9. The Federation shall be the sole and exclusive bargaining representative in the processing of all grievances.
10. Any individual within the bargaining unit may file a grievance and carry it through Step II. Pursuing a grievance beyond Step II requires that the Federation assume full and complete control of such an action.
11. A grievance may be filed by the Federation if it is an alleged contract violation. At the Federation's discretion, such grievances may be filed at Level II and processed as if the Federation were an employee. If no employee is named in the grievance, the Federation must provide sufficient information to permit the District to investigate, resolve or adjudicate the grievance.

Section 5. Steps

1. Level I - Informal: An employee with a grievance shall discuss the grievance first with his/her immediate supervisor. Every effort shall be made to resolve the grievance at this level in an informal manner.
2. Level II – Written Informal: Any dispute or alleged agreement violation shall be submitted in writing, on an Official Grievance Form, to the employee's supervisor. Within ten (10) workdays of its receipt, the supervisor shall schedule a meeting with the affected parties within five (5) workdays. A representative from Human Resources or designee may attend the meeting at the request of either party. The supervisor shall send the employee and the Federation a written summary of the outcome of the meeting within ten (10) workdays of the meeting. A nonresponse to a grievance filed by the union shall move the grievance to the next step.
3. Level III – Formal: If no resolution has been reached, the aggrieved party is not satisfied with said resolution, or no decision has been made within ten (10) workdays of the Level II meeting, the grievance may be submitted to the Assistant Superintendent for Human Resources. Within ten (10) workdays of receipt a meeting with the affected parties or a hearing with the Superintendent or designee shall be scheduled. Fifteen (15) workdays after the meeting or hearing the District's decision on the disposition of the grievance shall be rendered. Any settlement of the grievance shall be implemented in a timely manner within the technical ability of the District. A nonresponse to a grievance filed by the union shall move the grievance to the next step.
4. Level IV- Alternative Dispute Resolution: If the Federation is not satisfied with the District's decision, they shall have five (5) workdays to submit the grievance, along with a written request for Alternative Dispute Resolution (ADR), to the Superintendent. Within five (5) workdays of receipt, the Superintendent, or designee, and the Federation shall mutually agree to one of the following, or other mutually acceptable, forms of ADR in an attempt to resolve the matter:

- a. Settlement between the parties; or
 - b. Mediation utilizing the services of either the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Services (FMCS).
5. **Level V- Binding Arbitration:** If no resolution is reached in Level III, the Federation shall have fifteen (15) workdays to opt for binding arbitration by informing the Superintendent in writing and requesting a list of at least five (5) arbitrators from the American Arbitration Association or the Public Employment Relations Commission (PERC). Within ten (10) workdays of receiving the list, representatives from the Federation and the District shall meet to mutually decide upon an arbitrator.
- a. The arbitrator's findings will be submitted in writing as soon as possible to the Federation and the District, and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
 - b. The fees and expenses of the arbitrator shall be shared equally by the Federation and the District. All other incidental costs, such as filing fees or requests for stenographic records, shall be borne by the requesting party. Each party will bear its own costs of arbitration, including attorney fees. Fees that are charged by an arbitrator for cancelling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or postponement unless the District and Federation mutually agree to other arrangements.
6. Both parties will commit to upholding timelines as stated unless extensions are mutually agreed upon.

ARTICLE IV GENERAL AGREEMENT PROVISIONS

Section 6. Negotiation Procedures

1. The parties shall initiate collective bargaining at least ninety (90) days prior to the expiration date of the Agreement. Each party to this Agreement will exchange a list of the sections of the Agreement that they wish to discuss at the first negotiations meeting. This list will not be exhaustive, nor will it limit the subject of negotiations.
2. It is agreed that authorized representatives of the Board and the Federation will meet to discuss job classification and wage rates before the annual District budget is adopted.

3. Negotiations shall be conducted at mutually agreeable times. Up to five (5) negotiators for the Federation will be released from work duties during the school year without loss of pay when negotiation sessions are scheduled during the employee's workday.
4. Every effort will be made to complete negotiations by the termination date of this Agreement.
5. Agreements reached between the parties to this Agreement shall become effective only when signed by authorized representatives of the Board and the Federation after ratification.

Section 7. Equitable Treatment

1. Staff shall exhibit mutual respect for one another particularly when students and/or parents are present. The education environment will be a safe and civil workplace for staff and students as outlined in Board Policy 5207.
2. The District and the Federation agree to comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities will be considered and will not be discriminated against on the basis of race, color, national origin, sex, gender expression or identity, age, sexual orientation, veteran or military status, the use of a trained guide dog or service animal, creed, religion, or disability. This is in accordance with applicable state and federal law, Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Title IX of the Education Amendments of 1972, as amended and Chapter 28A. 642 RCW. The District shall not discriminate against any employee in violation of this Agreement and/or, state and federal laws, rules, and/or regulations. The Board agrees that it will not discriminate against employees because of their membership or non-membership in employee organizations.
3. Planning and implementation of staff diversity is the responsibility of the District and a key component of each school. The District welcomes and encourages input from the Union as to the current and any future staff diversity and equity plans.

Section 8. Rights of the Federation

1. Upon written authorization, the District agrees to deduct membership dues from an employee's payroll and forward said dues promptly to the union. All enrollments and cancellations shall be handled by the appropriate officers of the union. Cancellation of dues must be received in the Finance Department directly from the officers of the union. The District will end dues deductions from an employee's payroll as soon as possible upon receipt of the notice of cancellation.
2. The Federation 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 pursuant to proper implementation of this section contingent upon the District's agreement that the Federation shall be authorized to defend such suit through an attorney of the Federation's own choosing.

3. **Bulletin Boards:** The Federation may post notices of its activities and matters of organizational concern on the staff bulletin board(s) in accordance with District regulations and rules of each school.

The Federation agrees not to post information, which is libelous, not in good taste, or in support of any political cause or candidate. The Federation is responsible for the prompt removal of any notices or bulletins that have become outdated.

4. **Building Use:** The Federation may use District buildings and equipment with replacement of consumable supplies for meetings and activities in accordance with District policies for use of school facilities providing such meetings and activities will not interfere with nor interrupt the normal school operations.
5. **Delivery Service:** The Federation may use the intra-district delivery service provided said use does not violate federal or state statute and does not require added costs for the District. The Federation shall indemnify and hold the District harmless for all actions and costs that may result from such use of the District mail service by the Federation.
6. **Communications:** The Federation shall have the sole and exclusive right to communicate with employees represented by the Federation through use of District mailboxes and email in the building and use of staff bulletin boards, except as provided by law. The Federation may use District email for informational communication excluding organizing labor actions or political lobbying. In implementing this section, the only requirement of the District is to notify each competing organization that the Federation has the aforementioned sole and exclusive right.
7. **School Visitation:** The President of the Federation, or a designee, may visit schools after prior notifications to the building principal provided that this will not interfere with nor interrupt normal operation of the school. Said person will check in through the school's office.
8. **Released Time:** The District will provide, at District expense, twenty (20) days of released time per year for the Federation President or designee. In addition, the Federation President or their designee shall be allowed eight (8) days per month to accumulate annually to a maximum of eighty (80) days leave with pay. The Federation shall reimburse the District for the cost of the substitute. The leave shall not be granted if the purpose violates Ch. 41.56 RCW.

The Federation will notify the District of its intention to use such leaves in advance and in accordance with the District procedures. The purpose of the leave shall be clearly stated.

9. **Employee List:** The District will provide the Federation with the following employee information on a monthly basis from September to June: Name, address, phone number, email, program, position, location code and salary schedule code. New employees and re-hires will be denoted on this list.
10. **Job Descriptions:** Upon request the District shall furnish the Federation with copies of specific job descriptions subject to this Agreement. Individuals may request and receive their own job descriptions at any time. Any significant changes in position descriptions covered by this Agreement or the creation of new positions covered by this Agreement will be brought forward to the Federation at Labor Management for discussion prior to finalization of the changes being implemented.

ARTICLE V WAGES AND BENEFITS

Section 9. Wages

1. **Wages:** For each year of the Agreement wages shall be increased by an amount equal to state pass-through percentage for classified employees in addition to earned service increments as appended herein. The District shall increase wages by 2.0% + IPD on September 1, 2024, 1.0% + IPD on September 1, 2025, and 1.0% + IPD on September 1, 2026.

SPED ESPs Education Differential: SPED ESPs Education Differential: District employees with job titles that include “Ed Sup Prof SPED” (as well as, but not limited Community Based Transition and Peer Inclusion preschool programs) will receive a SPED differential \$0.75 per hour. This differential will be shown on the published salary schedule.

2. **Work Outside the Normal Workday:** Education Support Professionals required to work outside the normal workday by the building principal or immediate administrative supervisor shall be compensated at their normal hourly rate of pay in compliance with applicable FLSA regulations. At the employee's request, with supervisory approval, compensatory time may be granted, see Section 12.

Education Support Professionals are encouraged to participate in District committees and on-Site Centered Decision Making (SCDM) teams within their assigned school and shall be compensated consistent with funding sources and as determined by the SCDM process and the Fair Labor Standards Act.

3. **Service Increments:** To qualify for a service increment, an employee must have had a minimum of ninety (90) days worked and/or paid days of leave within the authorized work year in a permanent position as a regular employee with the District.

4. **Pay Rate Following New Classification:** When an employee's position is reclassified to a higher position, or when an employee transfers to a position with a higher classification, the Education Support Professional will be placed in the salary schedule column of the new classification that is closest to the employee's current rate of pay, plus at least \$.25 per hour. Pay will be retroactive to the first day of the new assignment.
5. **Credit for Prior District Service:** A former employee who returns to a position with the District within five (5) years of their date of separation will be reappointed on the same step on the salary schedule, will be credited for years of service, and all accumulated sick leave the employee had at the time employment ended. However, sick leave may not be reinstated if the sick leave days have been used while employed by another employer or paid pursuant to the attendance incentive program (sick leave buy-back).
6. **Credit for Prior Experience:**
 - a. Employees hired by Tacoma School District with start dates on or after August 29, 2013, will be granted Washington State Public School Education Support Professionals experience for purposes of salary placement. Review of experience will be based on receipt of valid, documented Verification of Experience as required by the District.
 - b. Employees, excluding LPNs, assigned to positions requiring specific licensing may be given up to two years of directly-related, paid occupational experience for advancement on the salary schedule.
 - c. Health Room Assistant Nurses (LPNs) may be awarded all occupational experience earned after obtaining an LPN license for the purpose of step placement on the salary schedule.
 - d. The District will use information provided from previous employers via the Verification of Previous Experience form(s) to determine applicable experience.
 - e. Seniority will be calculated using Tacoma School District experience only.
7. **Payment of Wages**
 - a. An employee will be paid in twenty-four (24) equal installments in accordance with the District's payroll procedures, payable not later than the 5th and 20th of each month, normally beginning September 20th. Should there be any changes to the payroll cycle, the District will provide the union and employees sixty (60) calendar days' notice of such changes.
 - b. Exception: When program funding guidelines dictate that monies must be expended within a specific period of time or revert back to the funding source, affected employees may be paid the balance of their earned compensation on or before June 30th.

- c. Employees hired after March 8th will be paid in equal installments for each pay period between their date of hire and the pay period for the year that includes the last workday during the student school year.
- d. All bargaining unit employees will have their pay warrants deposited by automatic payroll deposit to an institution(s) of their choice.
- e. Upon the employee's written authorization, the District will deduct an employee's monthly Federation dues and contributions to the AFT-COPE in accordance with District procedures.
- f. The District will deduct from the employee's salary the authorized voluntary and/or mandated remittances to the designated financial institutions.

8. Insurance Benefits

Health insurance will be provided to all eligible employees through the School Employees Benefits Board (SEBB), under the Washington State Healthcare Authority beginning January 1, 2020. All parties agree to follow all state laws regarding SEBB.

- 9. **Compensation for Overnight Student Activities:** Employees authorized to participate in an overnight activity shall receive compensation for time worked (less sleep) at their regular hourly rate of pay, calculated at time and one-half if applicable when supervising students in addition to authorized hours worked for each workday.
- 10. **Pay Rate/Extra Pay:** Employees employed for extra pay for extra work outside of their regular assignment will be paid at their regular hourly rate of pay, calculated at time and one-half if applicable. Work outside of their regular work must be pre-approved, except in the event of an emergency or necessary immediate action.
- 11. **Collaboration Time:** Employee will be guaranteed up to fifteen (15) hours each year to meet, collaborate, plan with teachers or other team members to coordinate around the success of students and/or attend monthly building staff meetings when those meetings occur outside of the individual's planned workday. Employees shall be compensated for their attendance at these meetings at their regular pay rate or at time and one-half if the number of hours worked exceeds forty (40) hours in a work week. A work week is defined as Sunday through Saturday.
- 12. **Travel Allowance:** Employees approved by the Superintendent or designee to use their private vehicles to travel on school business or school related functions, as approved by the immediate administrator, shall be compensated at the IRS established rate. Travel from home to work and from work or last place of call to home is not reimbursable.
- 13. **Pay Rate/Summer School:** Regular employees who work for a summer school program will be paid their regular rate of pay. Non-regular employees will be paid the substitute rate of pay.
- 14. **Substitute Wages:** Substitute rates will be paid an hourly rate in alignment with PA4 column D. The District will pay a rate differential to substitute employees in licensed positions including but not limited to designated programs in Special Education. The District may, at its discretion, pay a rate differential to substitute

Education Support Professionals in specialized assignments. For each year of the Agreement, wages shall be increased by an amount set forth in the subsequent salary schedules.

15. Holidays

a. All employees shall receive the following paid District observed holidays:

Veterans' Day	Thanksgiving Day	Day after Thanksgiving
December 24	December 25	December 31
January 1	Martin Luther King, Jr. Day	Presidents' Day
Memorial Day	Labor Day	Juneteenth

- b. Employees will be paid for District-observed holidays that fall within their assigned work year.
- c. Eligible employees shall receive pay equal to their regular hourly rate.
- d. Employees who are required to work on the above-described holidays shall receive the pay due them for the holiday in addition to their regular rate of pay for all hours worked on such holidays.

16. Lunch/Breaks

- a. All employees who work five (5) or more hours per day will be entitled to a one-half hour, non-paid, duty-free lunch period.
- b. Seven - (7) and eight - (8) hour employees shall be entitled to two (2) paid fifteen (15) minute breaks during the workday. Breaks may not be taken the first or last fifteen minutes of the workday.
- c. Employees who work at least four (4) hours, but less than seven (7) hours shall be entitled to one (1) paid fifteen (15) minute break during the workday.
- d. Employee schedules, including breaks and lunch periods, shall be posted at each work site.

Section 10. Professional Development

Staff Development/Hours: Employees working twenty (20) or more hours weekly may participate in District-authorized workshops. Employees shall be compensated at their regular pay rate or at time and one-half if the number of hours worked exceeds forty (40) hours in a work week. A work week is defined as Sunday through Saturday. A minimum of 14 hours of development/optional hours will be used for Right Response Training. Staff must maintain RR

certification. Other attended trainings/PD will align to District goals, job expectations/job description and Fundamental Course of Study (FCS).

1. The number of in-service hours available to an employee shall be forty-two (42) hours for a 1.0 full time equivalent (FTE) and shall be prorated for employees with lesser than a 1.0 FTE assignment. See the table in this section for hours breakout based on FTE.
2. The employee may choose to:
 - a. Use their allocated in-service hours for pay during non-work hours for approved professional development activities, or
 - b. Attend workshops, job exchanges or classes without a loss of pay during their regular workday and the District will provide a substitute in lieu of in-service pay. Requests for a substitute for such attendance must be made fifteen (15) workdays prior to their attendance. Requests for exceptions will be considered dependent on the availability of substitutes. Required trainings such as Right Response shall be offered during the employee's regular work hours.
 - c. Pay for registration, travel and tuition costs for approved professional development.
 - d. A combination of the above.
3. Non-District-sponsored professional development activities must be approved in advance by the assigned supervisor. Requests will not be arbitrarily denied.

District Option In-service/Training: In-service hours will be allocated to each employee based on the following:

- a. Fifty percent (50%) of allocated hours will be for District Directed/Required and Building-based or Department approved training such as but not limited to, Fundamental Course of Study, Core Competencies, SpEd Preschool or Early Childhood Special Education (ECSE) programs.
- b. The District shall notify the Federation no later than September 30 of each year regarding the District's intent to require such participation. Exceptions may be made for additional District-mandated training.
- c. Approximately fifty percent (50%) of allocated hours will be at the discretion of the employee to be used in alignment with District Strategic Goals. At the discretion of the District, an employee may request to use remaining District directed hours for individual choice activities so as to maximize the use of District-directed hours. Requests will be made to the Assistant Superintendent of Human Resources or designee.

- d. In-service hours will be paid at the employee’s regular rate of pay or at time and one-half if the number of hours worked exceeds forty (40) hours in a work week (Sunday-Saturday).
 - e. Paid in-service hours are not available to employees who are completing training during their regular work hours.
4. The percentages above are presented in whole hour increments according to the chart below. Training may be taken in no less than fifteen-minute increments with the exception of trainings in a sequence such as SafeSchools training.

FTE	Hours worked in a day	Building/SCDM Directed Hours	Employee Directed Hours	Total Annual PD Hours
1.000	8.0	21.0	21.0	42.0
0.938	7.5	20.0	20.0	40.0
0.875	7.0	19.0	19.0	38.0
0.813	6.5	17.0	17.0	34.0
0.750	6.0	16.0	16.0	32.0
0.700	5.6	15.0	15.0	30.0
0.625	5.0	13.0	13.0	26.0
0.594	4.8	12.5	12.5	25.0
0.500	4.0	11.0	11.0	22.0

In assignments where special training is required, and the allocated hours are depleted the employee may request additional paid training of the supervisor or program director.

5. **District Option In-service/Training:** If the District, at its option, requires additional training beyond District-directed hours, employees shall be compensated at the employee’s regular rate of pay or the applicable presenter’s rate established by the District. If the number of hours worked exceeds forty (40) hours in a workweek (Sunday – Saturday), the employee shall be compensated at time and one-half of the employee’s regular pay rate. Employees who have exceeded forty (40) hours in a work week (Sunday – Saturday) and are a presenter shall be compensated at the established presenter rate at time and one-half. No disciplinary action shall be taken by the District in the event that an employee is unable to attend such in-service provided that an authorized absence has been approved. The employee will make every effort to participate in the next available training offered.
6. **Professional Development Recognition Award (PDRA):** Successful completion of thirty (30) hours of approved course work aligned with the District Strategic Goals entitles each employee to a PDRA of \$400 after the employee meets with their supervisor/evaluator to discuss and provide evidence of the completed training hours. An application form will be provided for this purpose.

- a. A maximum of two (2) PDRA's may be earned between September 1 and August 31 of each year.
 - b. As of September 1, 2024, training hours must be submitted for reimbursement in the school year that they are earned.
 - c. Training completed on a non-student day (i.e., Waiver Day, Data day) may be used toward the PDRA stipend. Recertifications which are required may be used toward PDRA stipends.
 - d. Thirty hours of college-level class work as part of a degree program may be submitted to the Professional Development Advisory Committee for consideration of an Education stipend of \$400 (limited to one per year). An Education Stipend shall be considered one of the two eligible PDRA stipends per year.
7. **Advisory Committee:** In order to provide input in defining the in-service needs of the employees, three members selected by the Federation and three representatives selected by the Superintendent shall be appointed to an advisory committee.
 8. **Pay Rate/In-service Attendance:** An employee who is authorized to attend a District workshop, in-service, or curriculum development day for pay shall be compensated at their regular pay rate or at time and one-half if the number of hours worked exceeds forty (40) hours in a work week (Sunday – Saturday).
 9. **Education Support Professionals Certification:** The District agrees to provide the necessary professional development courses for employees to receive the General Paraeducator Certificate per RCW 28A.413.070.

Section 11. School Year

The school year as it pertains to this Agreement is defined as 183 days except as the school year may be modified by the Board. Employees will be provided with work or staff development opportunities equal to their regular daily shift on each of the non-student workdays that the District implements. Employees, in consultation with their supervisors, should prioritize building or program-based activities, training required for the employee's specific position, work related to the employee's normal assignments and then District-offered staff development in choosing activities for non-student workdays.

Twelve-month employees will follow the OP/PT twelve-month work year calendar, holidays, and vacations.

Section 12. Additional Hours and/or Compensatory Time

1. An employee may not work additional work hours unless authorized in writing by the employee's immediate supervisor (school principal or program administrator, not a teacher). Said authorization may be made in advance of need in cases where

the additional time cannot be pre-determined. (i.e., Late buses, students not picked up on time, interpreting). In rare circumstances where student safety and supervision are an imminent concern, authorization may be received after the fact.

2. With authorization, an employee may work flex time (moving hours of work from one day within one week to another day within the same week, but not exceeding the total hours of work authorized for that week) or additional hours beyond the employee's usual work week. Additional hours worked will be documented in writing and certified by the employee and immediate supervisor. Additional hours over forty (40) hours per week shall be at the time and one-half rate to be paid or taken as compensatory time at employee's discretion with supervisory approval.
3. Compensatory time earned must be used prior to the end of the current school year. Unused compensatory time will be cashed out at the end of the current fiscal year (August 31st). In the event that an emergency precludes the use of scheduled compensatory time, the employee may request compensation or may reschedule compensatory time use with the immediate supervisor. Compensatory time accruals shall not exceed forty (40) hours at the time and one-half rate.
4. All compensatory time, optional hours, or extra pay for extra work shall be authorized by the principal/supervisor prior to the overtime on a form which shall be mutually agreed upon by the District and the Federation. See Appendix VIII Education Support Professional_Pre-Approved Request to Perform Extra Work for Compensatory Time/Extra Pay Form. Both the employee and the supervisor shall maintain a copy of the authorization documentation. In the event that compensatory time is the choice of the employee in lieu of pay, use will be pre-established and agreed upon by the employee and the principal/supervisor.

Section 13. Sign Language Interpreters

1. The District will make reasonable effort to schedule work assignments for interpreters that allows for appropriate rest from interpreting for each employee. This includes employees who are assigned to work events that extend overnight. In the event an employee has concerns regarding overuse of physical impact of extended periods of continuous interpreting, the employee shall request a meeting with the appropriate supervisor who shall make reasonable effort to find mutually agreeable solutions to resolve the concern in a timely manner. Sign Language Interpreters will have a ten (10) minute break after fifty (50) minutes of continuously active interpreting. Continuously active sessions do not include inactive interpreting time.
2. Reimbursement of cell phone text messaging costs at the rate of \$25.00 per month will be provided to interpreters based on demonstrated student need. The stipend may be requested using the form found in Appendix VIII. This form must be approved and signed by the supervisor and submitted to the Payroll department.
3. A regular Sign Language Interpreter's workday will be seven (7) consecutive hours per day.

4. The District will pay a one-time testing fee for any Sign Language Interpreters employed by the District who have not yet passed the EIPA. Testing will include both the written and performance tests. Additional testing fees are the responsibility of the employee and may be paid for using the professional funds.
5. For buildings in which four (4) or more Sign Language Interpreters are deployed, a "Lead Interpreter" will be designated. The Lead Interpreter will be a seven and one-half (7.5) consecutive hours per day position responsible for daily coordination of building interpreter services, in collaboration with District Interpreter Coordinator including, but not limited to, any ADA accommodations needed before and after school meetings, activities, conferences, and trainings. Lead interpreters will be hired in accordance with the collective bargaining agreement between Tacoma School District and the Tacoma Federation of Education Support Professionals, Section 20 Hiring Process. All time worked outside the consecutive hours of work will be paid at the regular rate of pay and time and a half when worked over 40 hours in a week.
6. Contract Interpreters may be used based on need, and at the discretion of Program Administrator or District Interpreter Coordinator.
7. District-employed Sign Language Interpreters will have the opportunity to perform services within the District outside their regularly assigned deployments. These assignments will be voluntary and will be considered extra work for extra pay as outlined in Section 9.10.
8. A District laptop will be provided to all ASL Interpreters for use onsite or remote under the direction of the Student Services department or designee. Such direction may include, but is not limited to, situations where and when the use of a laptop may be appropriate to further program goals.

Section 14. Summer School

Summer school includes all programs operating during the period after a regular school year and before the ensuing regular school year.

ARTICLE VI GENERAL CONDITIONS

Section 15. Program Procedures

1. All employees shall receive instruction on their duties and responsibilities prior to the first student day. Employees hired after the first day of the school year will be oriented to their responsibilities in a timely manner. Bus monitors shall receive first aid instruction and instruction on other related topics. A bus monitor may participate in District-authorized workshops/in-services, including transportation department in-service which would enhance the employee's job

skills as a part of the negotiated workshop hours and is consistent with the development of the employee's Professional Growth Plan.

2. The principal and/or program coordinator will meet with regular employees within the first month of school to review their job assignment. It is understood that job assignments are not delimiting but are stated in general terms, and do not preclude other appropriate assignments or responsibilities; provided, however, no employee shall be required to perform errands and tasks of a personal nature for other members of the staff. The principal will inform building staff of the employee's scheduled work hours, and the requirement to scheduled duty-free lunch and rest breaks, consistent with Section 10.14.
3. The principal or program coordinator or their designee will meet with newly hired or transferring employees within five (5) workdays of their arrival to the building. Such orientation should include, but will not be limited to, instructions regarding school rules, applicable District policies, program procedures, attendance requirements including work hours and breaks, job duties and responsibilities, a tour of the school or program facilities.
4. An employee working with students who have established medical care requirements (non-emergency), will be advised of any specific District policies pertaining to the employee's responsibilities in such care before they are required to provide such care.
5. In any job assignment where the employee is given the responsibility of providing any care relative to established medical requirements, the employee will be provided with appropriate training before they are required to provide such care and will be retrained upon request.
6. Education Support Professionals are school employees who work under the supervision of a certificated/licensed staff member to support and assist in providing instructional and other services to students. This may require time to collaborate with teaching staff, review behavior modification plans prior to working with the student, prepare materials, familiarize themselves with the curriculum, set up learning spaces or environments, write behavior referrals, and other work which is not a part of student contact time. These duties will be performed in accordance with the Fair Labor Standards Act (FLSA) requirements. When an employee is unable to complete assigned duties and responsibilities during their workday, they shall discuss the situation with their supervisor who is responsible to prioritize duties, release them from the responsibility, or approve extra time. The certificated/licensed staff member remains responsible for the overall conduct and management of the classroom or program, including the development of lesson plans, and of the design, implementation, and evaluation of the instructional program and student progress.
7. The teacher shall not abdicate their professional duties or responsibilities to an Education Support Professional.
8. In programs where a classroom is assigned to an ECEAP/Head Start Associate Education Support Professional and a designated program is assigned to work with the Associate, the Associate Education Support Professional is responsible for the class.

9. Employees shall be compensated in compliance with the Fair Labor Standards Act (FLSA) for required tasks performed at the direction of the principal/supervisor which are beyond their work hours.
10. An employee who works outside the regularly scheduled 183-day work year shall receive no additional benefits other than hourly wage unless that employee is considered a twelve (12) month employee.
11. An employee may be required to cover a class in case of an emergency and/or other necessary immediate action.
 - a. An emergency or other necessary immediate action is understood to mean a sudden condition or state of affairs calling for arrangements when a regular substitute cannot be secured, either because of a time factor or the unavailability of a qualified substitute.
 - b. If it is evident that the emergency or other necessary action will extend beyond one (1) hour and if time will permit a qualified certificated substitute to cover at least two (2) hours of the school day, they will be immediately called. If a qualified certificated substitute is not available, a qualified certificated teacher within the building will be sought to cover the class prior to requesting an employee to cover the classroom.
 - c. In the absence of the regularly assigned teacher, a District-provided certificated substitute shall be responsible for the class. If the employee has concerns regarding the substitute's readiness to address the needs of this assignment, the employee shall notify their immediate supervisor of the concerns as soon as possible.
 - d. In the event a certificated substitute or a certificated teacher is not provided or is provided but not present in the classroom at all times within one-half (1/2) hour of the onset of an emergency, an employee who is providing substitute coverage shall receive regular pay and \$25.00 per hour for each occurrence.
 - e. The additional compensation will commence from the time the employee begins the classroom coverage. The employee will be provided a Compensation for Covering a Class form. The form shall be completed by the employee and shall be certified and submitted by the supervisor within three (3) workdays of the receipt of the form.
 - f. In the situation where more than one (1) employee is assigned to the classroom, the immediate supervisor must designate an employee as the authorized substitute to take responsibility and receive the additional hourly rate from (d) above. The interpreter will have the option of refusing to be the designated substitute.
 - g. In programs (such as Head Start and ECEAP) when the Associate employee is absent, the designated program Assistant assigned to the program may be given the assignment to take over the Associate's duties; and a substitute will be called to assist the

designated program employee. In this situation, the employee shall receive their regular pay and \$10.00 per hour.

- h. An employee will not be required to move heavy boxes, furniture, desks or cabinets.
 - i. Certified Occupational Therapy Assistants, Physical Therapy Assistants, Speech Language Pathology Assistants, Health Room Assistant Nurse, and ASL interpreters shall be District-deployed. All other positions are considered building based.
 - j. In acknowledgment of the increasing workload of ESP Itinerants, a committee consisting of up to three administrators, three Itinerants, and two elected union leaders shall be created to discuss reasonable caseloads. The committee shall meet on paid time and may recommend a proposed MOU to address itinerant caseload implementation beginning in the 2024-2025 school year. The proposal is subject to approval by District and Union Leadership. The number of meetings will not exceed a budget of \$5,000.
12. An employee will not be required to use their private vehicle to transport themselves, students, or other members of the public on a field trip, sports event or for any other reason unless so stated in the job description.
- Employees will not be required to use their cell phones for work-related communications. Work cell phones will be provided for employees who are required to use them for work-related communications.
13. No employee shall be required to work alone in any building before or after school hours unless appropriate safety measures have been taken.
14. Whenever a regular bus monitor is available to work in the absence of another bus monitor, or when a vacancy occurs which provides for additional hours, the most senior qualified monitor available shall be offered the run/position. If that monitor declines the run/position, then the next most senior available monitor will be offered the run/position. Only if no qualified regular bus monitor is available will a substitute be utilized. For purposes of this agreement, qualifications may include experience and capability in working with the behavioral and physical characteristics of students served on the run. In addition, the personal safety of staff and students may serve as a qualifying factor in selection.
15. Employees may have the option of accepting assignments for the purpose of supervising District-approved transportation needs of their assigned student should the need arise.
16. Student Conduct
- a. School employees and administrators should work together in a mutually supportive manner to maintain proper student conduct.
 - b. When a student's behavior causes serious disruption or violates the Student's Rights and Responsibilities and Regulations in the classroom or any other

school location, the employee shall report it to the principal/supervising teacher.

- c. Employees shall be given effective support and such authority in student discipline situations only as deemed appropriate by the principal or their designee. Such support and authority shall be consistent with the law, the Student's Rights and Responsibilities, and the Policies/Regulations of the District.
- d. Employees who are assigned supervisory duties will have immediate access to certificated personnel during the supervisory period.
- e. An employee may use interventions aligned to the I and R policy as is necessary and lawful to protect themselves from attack or to prevent injury to another employee or student.
- f. The Principal shall in turn report an injury of an employee to the Superintendent or designee and shall notify the employee of disciplinary action taken. Any case of an incident that results in injury to an employee a student, parent, guardian, or other employee shall be promptly reported to the employee's supervisor. If the employee submits a worker's compensation claim and the claim is approved for fourteen (14) days or more, the employee will have the first three (3) days of the claim restored if sick leave was charged to the employee for those three (3) days.
- g. A student who injures an employee in the performance of his/her duties, including extracurricular duties, shall be considered for disciplined immediately according to procedures established for this purpose. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights. It is understood that specific legal requirements and limitations apply to sanctioning students who receive special education or 504 services.

17. Staff Safety

- a. Employees with direct interaction with students, on a need-to-know basis as defined by applicable laws, shall be informed prior to being assigned students who evidence behaviors that could present a safety problem to other students or staff. This notice, in compliance with applicable laws, may include information and strategies to successfully engage the student.
- b. Information regarding the Employee Assistance Plan is available for any employee at the District's Benefits Office.
- c. A thirty (30) minute paid break shall be provided to all affected employees immediately following an injury on their person or when witnessing a major incident. Buildings will be responsible for this coverage.

18. Substitute Rights

Substitutes are subject to all rights within this agreement except for the following:

- Article V. Section 9.1 -12, 14

- Article V. Section 10, 11 and 12
- Article VI. Section 24 and 25, excluding Section 25 1.b Substitute Sick Leave

Substitutes shall have the right to bring issues to the proper District personnel and have rights under Article III Grievance procedures up to Level II of the Grievance procedures.

The District shall be responsible to pay substitutes for any required training. For each year of the Agreement, wages shall be increased by an amount equal to the state pass-through percentage for classified employees.

Section 16. Personnel Files

1. An employee may review the material in their personnel file(s) during regular business hours. Said employee may have a Federation representative present if desired. Copies of employee records shall be provided to the employee upon request, consistent with District policies governing personnel records. Administrators shall be encouraged to place in the employee's file information of a positive nature such as special competencies.
2. Only District officials and/or authorized employees with a legitimate business reason to know the contents of a personnel file shall be permitted access to an employee's personnel file.
3. Unless an employee has provided written authorization for release of his/her personnel records, the District shall not release any information to prospective employers or other third parties, unless required by law. Requests for information by prospective employers or other third parties shall be submitted in writing.

Section 17. Seniority

Seniority, according to this Agreement, shall consist of continuous service of the employee as an Education Support Professional with the District. Seniority among employees with the same amount of seniority shall be determined by lot. Seniority will be restored for employees who return to the District pursuant to Section 10.5.

Section 18. Assignments and Transfers

1. It shall be the policy of the District to staff positions with the best qualified person, provided, however, agreed upon hiring, assignment and transfer procedures are followed.
2. All transfers shall be made by the Human Resources Department.
3. Employees shall not be precluded from applying and being considered for any position vacancy in the District for which the employee is qualified.

4. Placement in any position is subject to program eligibility guidelines where and when applicable.
5. Employees are placed on the salary schedule according to classification.
6. The District and the Federation may jointly choose to designate some positions as "hard to fill." A signing bonus of \$500 will be awarded for these positions.
7. An employee new to the District, not to include those previously in layoff status or displaced, shall serve a probationary period not to exceed sixty (60) workdays. During this period the Board retains the right to dismiss the employee without notice.
8. A regular employee is eligible for transfer after completion of sixty (60) workdays probationary period and an acceptable evaluation. If an evaluation rating of less than acceptable is given to an employee, the evaluator will review the evaluation with the employee on or before the end of the sixtieth (60th) workday. The new employee cannot be given a probation evaluation below an acceptable rating beyond the end of the sixty (60) workdays.
9. A regular employee may apply as an applicant for advertised positions during the sixty (60) workday probationary period. If selected, said employee must complete a sixty (60) workday evaluation probationary period in the new position.
10. In order to be considered for specific positions, displaced employees must apply for those positions.
11. An employee who is involuntarily transferred by the District to a lower classification which results in a lower rate of pay will be frozen at the hourly rate for one complete school year (September – June). At the end of that school year, the employee will be placed at the appropriate pay classification plus service increment.
12. An employee who is involuntarily transferred by the District to a higher classification which results in a higher rate of pay will be paid at the appropriate higher rate.
13. Employees whose classifications change through the application and interview process are given any applicable service increment and then placed on the corresponding step of the new classification.
14. Any employee who was reassigned or involuntarily transferred from the open position within the last two (2) years and submits an application shall receive their prior position, provided they had an overall satisfactory evaluation when they left the position, and their personnel file is absent of disciplinary action and cleared the appropriate background check and final board approval. It is the employee's responsibility to inform the District that they had been reassigned or involuntarily transferred from the position in the last two (2) years prior to the date the position closes.

Section 19. Hiring Process

1. When new positions are created and/or as vacancies occur, they shall be advertised on the District's website and open for a period of five (5) workdays except as otherwise provided for in the Agreement. Selection shall be based upon

the three (3) most senior applicants meeting the minimum required qualifications; provided, however, a minimum of three (3) candidates may be considered in final reviews from among the following priority:

- a. Displaced;
- b. Laid off in previous years;
- c. Regular employees;
- d. Substitutes; and
- e. Others

When a displaced, laid off, or regular employee applies for a position, the most senior employee utilizing the above order of priority for a, b and c will not be required to participate in the interview process for the same position they are currently in or most recently either displaced or laid off from. The District will bypass the interview process and will place them directly into the position. All laid off staff are subject to clearing the appropriate background check and final Board approval.

2. If there are fewer than three (3) qualified candidates for interview, the posting of the position may be extended one week. If there continues to be less than three (3) qualified candidates, the District may opt to interview less than three (3) candidates and may consider others.
3. If an employee is in an interview pool of three (3) and no applicant from that pool is selected for the position, the employee may contact Human Resources to discuss the circumstances.
4. Vacant positions will be advertised within ten (10) workdays of the vacancy.
5. Should an Education Support Professional with at least ten (10) years' experience with the District not be selected for a position at the start of the school year, they shall be granted Super Seniority and be placed at the head of the substitute pool. In order to maintain their status in this pool, employees may not decline no more than two offers of placement into a regular position. Employees who decline more than two such offers will forfeit their regular pay as a substitute and instead revert to substitute status only. Wages and benefits from their last permanent position shall be maintained for a period of two years. An Education Support Professional with Super Seniority must actively seek and apply for open positions for which he/she is qualified.
6. When necessary, a substitute Education Support Professional shall be placed in a vacant position until the position is filled in order to prevent the disruption of District programs. When, in the judgment of the District, a position cannot be filled within a reasonable time frame, it will be filled the first (1st) workday of the month, no later than two (2) months following the opening of the vacancy unless otherwise agreed to by the Federation.
7. Fingerprint Reports: An applicant who subsequently receives a position with Tacoma School District will follow all hiring procedures prior to their hire date. If fingerprint/background reports are delayed, the District may, at its discretion record the employee's hire date prior to fingerprint/background reports being received by the District. If upon receipt of the fingerprint/background report, the

employee did not disclose or did not disclose accurately the reported results, the District, at its discretion, may terminate said person from employment with the District. Any person released from employment via the named conditions above, shall waive their rights to the grievance procedure or to an appeal of his/her termination.

8. The parties agree that every effort shall be made to fill vacant positions with regular, represented employees. However, due to the critical nature of ESP work, the employer may contract out the duties of a position that has been posted but not filled on an emergency and temporary basis, for up to forty-five (45) days. Exceptions may be discussed in Labor-Management meetings.

Every attempt will be made to unfilled positions by regular ESP employees or TPS substitutes. The District reserves the right to contract out services if immediate work is needed (up to 45 days), if no TPS employee is available for hire. This will be discussed at LM meetings.

Section 20. 420-Hour Employees

Substitute and temporary employees who work over 420 hours in an eligible position default into “regular employee” status. The status of the “420-hour” employees and their assignments for the following school year is as follows:

1. Any substitute employee who has secured their assignment for the school year by exceeding 420 hours in the same substitute or temporary assignment will have all rights of this Agreement.
2. If the District determines that a position is not a continuing position, a plan for the withdrawal of the substitute employee filling that position will be shared with the employee no later than the 350th hour by the Human Resources Department.
3. Any assignments held by employees in Section 21.1 that are authorized for continuation the following school year, will be advertised pursuant to the requirements of any newly authorized positions. Employees who obtain a position based on filling that position for 420 hours will have the right to an interview for the position.
4. Any ten (10) year Education Support Professional, displaced pursuant to Section 20.5, who obtains a position based on filling that position for 420 hours shall retain the position. If the position is eliminated, the employee will be considered displaced.
5. 420-hour substitute employees when displaced from position return to substitute status and will have displacement rights per Section 19.1.

Section 21. Administrative Transfer

1. The administrative transfer of an employee from one (1) school, location or program to another school, location or program, may be made when a different assignment is deemed to be appropriate in order to meet the needs of the District.

The appropriate administrator will consult with the employee, the Federation and administrator to whom the employee is assigned. The administrator will explain the purpose or need for the transfer and solicit input from the parties. The affected employee may request, within two (2) weeks of the initial notice, a meeting with the administrator for further clarification. The administrative transfer of an employee will not be done arbitrarily or capriciously.

2. When it becomes necessary to administratively transfer an employee due to a conflict of personalities, and where it is evident that the effort has been made by the employee to resolve the conflict and when to continue assignment in the same position would be harmful to the employee or the program, the District, after consultation with the employee and the Federation, may reassign the employee, without loss of pay, to another position. Any administrative transfer of an employee which is not disciplinary may not result in loss of pay to the employee. Administrative transfer with loss of pay may occur only when included and spelled out as a part of the disciplinary action and when progressive discipline procedures are followed. An employee may request an administrative transfer following the process as outlined in this subsection. The District will consult with the union concerning the request, with the final authority to grant the transfer resting with the District. An employee may not request an administrative transfer if they have received a negative evaluation in the past two (2) years.
3. Any complaint made against an employee, by a parent, a student or other persons which would have the potential of affecting the employee's assignment with the District will be called to the attention of the employee as soon as possible.

Section 22. Classification

1. In the event an Education Support Professional and/or supervisor, feel(s) that the position has been inappropriately placed based on the knowledge, experience, decision-making authority, supervision, and conditions of the job when compared to employees in other classifications, they may request a review of the classification placement to the Manager, Compensation and Classified Professional Development in the Human Resources Department. Positions which have been reviewed within the past eighteen (18) months shall not be considered for reclassification unless significant changes in position responsibilities have occurred.
2. The time periods when review requests may be made are from November 1 through December 1 and from April 1 through May 1 of each school year.
3. The District will notify the Federation in writing of each classification review request and allow Federation participation in any meetings with the employee regarding the request. The Assistant Superintendent of the Human Resources Department/designee will respond to the employee and the Federation no later than sixty (60) workdays following the filing of the appeal.
4. If the employee(s) disagree(s) with the findings of the classification review, he/she/they may appeal within ten (10) workdays of receiving written notice of the findings, to a review committee made up of the Assistant Superintendent of

Human Resources or his/her designee, the President of the Federation or his/her designee, and a District employee mutually agreed upon by the parties.

- a. The committee will set a date for an appeal hearing no later than thirty (30) workdays following receipt of the appeal.
 - b. The "Parties" (District and the employee or employees represented) shall each have twenty (20) minutes to present their appeal or appeal response to the committee and/or may submit documents to the committee no later than one week prior to the committee hearing date.
 - c. Within forty-five (45) workdays, the committee will review the placement and make a recommendation in a written summary to the Superintendent. A majority vote by the committee will be considered as a recommendation.
5. Written notice of the Superintendent's decision will be sent to each committee member and employee(s) involved within twenty (20) workdays after the written recommendation from the Human Resources Department.
 6. If the Federation is not satisfied with the Superintendent's decision, the Federation reserves its right to negotiate the appropriate classification of a position during subsequent negotiations as provided for in this Agreement.
 7. The effective date for classification of new positions shall be the date of the Superintendent's decision except that the District and the Federation may agree to a different effective date in the case of major changes in responsibility.
 8. Individual reclassifications shall become effective at the time of receipt of the request signified by the time-stamped form of receipt; provided, however, that reclassification involving multiple incumbents shall become effective at the beginning of the next fiscal year unless otherwise agreed to by the District and the Federation.
 9. This section does not apply to employees in training programs provided; however, those employees may apply and be considered for advertised position(s) without preference or penalty unless otherwise provided for in the Agreement.

Section 23. Layoff, Displacement, and Recall

1. In the event of an impending reduction in force, the District shall notify the Federation at least ten (10) workdays prior to the Board action and provide an opportunity to discuss alternatives.
2. When the Board deems it necessary to reduce the employee work force, seniority will be the basis for the layoff. Exceptions may be made on the basis of program needs and minimum qualifications. Further exceptions may be made for employees when extra costs have been incurred in the training of otherwise less senior Education Support Professionals, for example autism, multi/ortho, developmental or hearing-impaired programs in the Special Education Department. The District must provide the Federation with documentation demonstrating the extra training costs for the employees it wishes to exclude from layoff.

3. Provisions for one-on-one employees: The employment status of one-on-one employees is directly tied to the assigned student's continued eligibility for services or enrollment with the District. A one-on-one whose position is authorized for continuation will not be adversely impacted by displacement or layoff, unless mutually agreed to by the parties. One-on-one employees will follow their assigned student to a new school assignment for the student. One-on-one employees are displaced when their assigned student is no longer enrolled in the District or is no longer eligible for one-on-one assistance.
4. Procedures regarding staff adjustments due to changing District needs and/or budget restrictions are as follows:
 - a. Staff adjustments normally include layoff (RIF), adjustment of hours, and/or reassignment. To implement these adjustments, three (3) processes must occur:
 - i. Determination of positions to be eliminated or adjusted in hours.
 - ii. Identification of staff members who will be displaced.
 - iii. Identification of staff members who will be laid off (RIF'd).
 - b. The determination of positions to be eliminated or adjusted in hours is based on one or all of the following: budget allocations; program needs.
 - c. The identification of staff members who will be displaced is based on the following factors (in the order noted below):
 - i. Location/School Site: Employees with job titles listed below are considered "itinerant." As a result, their assignments and/or schedules are determined by the funding program and are not tied to individual locations. Any additional positions for consideration will be discussed at Labor Management.
 - a. Certified Occupational Therapy Associates
 - b. Physical Therapy Associates
 - c. Speech Language Pathology Associates
 - d. Interpreters for Hearing Impaired Program
 - e. ELL and CTE Programs
 - f. Assistant Nurses (LPN's)
 - ii. Program Funding
 - iii. Job Title
 - iv. Seniority: Seniority is as defined in the collective bargaining agreement.

layoff pool. Subsequent rehiring shall be based upon continuing selection based on the next most senior qualified employee(s).

9. Displaced employees shall have the right to return to their former buildings if a vacant position comes open in the same job title from where the employee was displaced. Employees are responsible for exercising their right of return by notifying the Human Resources office that a position has been posted which they have a claim to return. If an employee chooses not to exercise their right of return within twenty-four (24) months, that employee will forfeit the right to that position.
 - a. The District will send to each displaced employee a “Follow up Displacement/next steps communication” to identify next steps and dates when positions will be made available.
 - b. The District will follow Section 19, Hiring Process, with regard to this section.
 - c. To ensure employees are provided with the best position fit and maximum job opportunities, employees are encouraged to apply to many positions.
 - d. If an employee has not obtained a regular position by August 15th of each year, the Human Resources Department will place said employee into the substitute Education Support Professional pool, at the substitute rate of pay, the employee will continue with the Displacement Identifier until November 1, after November 1 the Displacement Identifier will be removed.

Section 24. Employee Performance

1. The purpose of the evaluation process is to provide an ongoing evaluation of an employee's performance with the goal of helping all employees to become as skilled as possible and to recognize those employees who excel in their positions. The evaluation process is a collaborative, supportive, and continuous process, and is meant to be used as a way to identify the employee's skill level, knowledge, and working relationships with staff, students and parents in the District and to help the employee to improve performance. It is intended to be used to assist employees to succeed in their positions.
 - a. Evaluations for new employees shall be completed within sixty (60) workdays of employment date and prior to the end of the school year. Any employee who changes positions will receive an evaluation within sixty (60) workdays. This is not a probationary period, except for newly hired District employees.
 - b. All employees will be evaluated at least once each year.
 - c. The evaluation shall be completed by the appropriate administrator and/or supervisor, with voluntary input from certificated staff member(s) who work(s) most closely with the employee.

Employees shall be notified in writing by November 1 annually regarding who will be designated as the evaluator. In the event that the employee is not satisfied with the evaluator designated, they may request in writing to the Human Resources Department on or before December 1 that an alternative evaluator be assigned. In the event an alternative evaluator is requested; the Human Resources Department will confer with the Federation and the employee regarding the request.

- d. An assigned principal, assistant principal or administrator shall be the evaluator of record. In Head Start and ECEAP programs, the Director of Head Start/ECEAP or their designee will designate the appropriate evaluator of record with voluntary input from the appropriate mentor or coach.
- e. No member of the bargaining unit shall provide input or be required or asked to evaluate another member of the same unit.
- f. In circumstances in which licensing or certification requirements exist, the administrator shall consult with appropriate certificated personnel, i.e., occupational therapist, speech therapist, R.N.
- g. Each evaluator shall meet with each employee no later than November 15 annually in order to acquaint the employee with the process to be followed regarding the annual evaluation, to answer questions pertaining to the format for evaluations and to review general and specific expectations for job performance. An alternative evaluator shall meet with the employee no later than December 15.
- h. Any staff member asked to provide information or documentation to the evaluator to be included in the evaluation shall be identified on the evaluation form. Other staff members may be asked by the evaluator to participate in the evaluation only if he/she works directly with the employee.
- i. All classroom teachers to whom the employee is assigned may participate equally. The evaluator is responsible for the completion of the evaluation.
- j. In the event that the evaluator anticipates an unsatisfactory or a lowered evaluation when compared to the previous year, the employee will be informed and be given an opportunity to discuss any concerns prior to the inclusion in the evaluation. The evaluator is expected to share with the employee the reasons for any lowered ratings and provide suggestions on how the employee can improve their performance, with adequate time to improve performance or challenge the inclusion prior to its placement in the evaluation.
- k. Employees who are to be observed specifically for the purpose of an evaluation must be notified in writing at minimum the day prior to the observation.
- l. The original evaluation shall be maintained by the Assistant Superintendent, Human Resources Department, for review and

placement in the employee's personnel file; a copy shall be given to the employee and a copy shall be retained by the evaluator.

- m. After discussing the evaluation with the employee, the evaluation shall be signed by the evaluator and by the employee being evaluated. Signature of the employee implies only that the employee has had an opportunity to see the written evaluation.
- n. The employee shall have the right to include a written statement(s) or document(s) as an addendum to the evaluation. This should be noted by the employee on the evaluation form.
- o. Employees shall be evaluated by June 1 every year.

2. Unsatisfactory Performance/Probation

- a. No employee will be returned to or placed on probationary status for arbitrary and capricious reasons.
- b. If after being provided with suggestions for improvement and the opportunity to improve the employee receives an overall rating of "unsatisfactory," they will be placed on probation by the Superintendent. In addition, the Federation will be notified that the employee is being placed on probation.
- c. Written notice will be provided to the employee of the areas of performance that are unacceptable and the support or reasonable training that will be made available by the District. This plan of improvement shall be reviewed by the Federation and the District prior to implementation. The employee will participate in recommended activities to improve his/her performance.
- d. The employee will be reevaluated within sixty (60) workdays. During the 60-day period, the evaluator will meet with the employee at least three times to review the employee's progress toward improvement. Meetings will be held by the twentieth (20th), fortieth (40th), and sixtieth (60th) workdays of the sixty-day period. At the request of the employee a representative of the Federation may be present at each of the referenced evaluation meetings. These reviews shall be provided in writing at each meeting. At the end of the 60-day period the District may:
 - i. Issue a new evaluation if the employee has sustained necessary improvement;
 - ii. Extend the probation period prior to reevaluation for an additional thirty (30) days if sufficient improvement in work performance has not been made; or
 - iii. Recommend termination if the employee fails to obtain a "satisfactory" rating on the reevaluation.

- e. An employee who has passed the probationary period and who fails to perform their duties to the standards originally required, may again be placed on probation only by the Superintendent for a period not to exceed ninety (90) workdays as recommended by the Assistant Superintendent, Human Resources, principal, and/or program director. The probationary period may extend into the following school year if the employee remains in the same program.
- f. After three (3) years, an employee may request that an unsatisfactory evaluation be removed from their personnel file to a separate confidential file, providing, however, no additional unsatisfactory evaluations have been added during that period of time. A document will be placed in the personnel file noting that the evaluation for the year in question was completed and removed per section 24(2)(e).

3. Professional Growth Plan

- a. An employee who received an acceptable or higher evaluation for three previous school years with the District may request to their supervisor to have the option of participation in the Professional Growth Plan and be exempt from the annual evaluation. Such requests must be made no later than December 1. In the event that the employee's performance declines significantly after December 1, the supervisor may conduct an evaluation by notifying the employee in writing. Each employee will be evaluated on the Education Support Professional evaluation form at a minimum of once every four (4) years.
- b. Employees funded by federal/state and/or grant-funded programs (i.e., Head Start, ECEAP) may be required to participate in an annual evaluation and a professional growth plan.
- c. Employees who choose to participate in a Professional Growth Plan as part of the performance evaluation process will meet with their building supervisor responsible for the employee's evaluation by December 1 to discuss the plan and incorporate any assistance or recommendations the supervisor may offer.
- d. Following the establishment of the plan, the employee will take primary responsibility for monitoring their own professional growth with respect to achieving the goals outlined in the plan. The employee is encouraged to share progress with colleagues who would be able to provide support and assistance in achieving Growth Plan goals.

Section 25. Leaves

1. Leaves with Pay

- a. **Sick Leave:** An employee is entitled to accumulate sick leave on the basis of ten (10) days per school year. Sick leave shall apply to illness or injury (including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom), or illness or injuries to family members covered by the state Family Care Act, RCW 42.12.265-295. An employee claiming sick leave benefits shall certify to the cause of the absence upon return to service.
- i. An employee claiming benefits of more than five (5) consecutive workdays from accumulated sick leave shall submit a medical report the sixth (6) workday of illness and every thirty (30) workdays thereafter while the illness persists. In the case of a documented serious or life-threatening illness, follow-up medical reports may be waived. In addition, an employee who demonstrates a sudden change in or an irregular pattern of attendance may be required to submit an initial medical report and follow-up reports.
 - ii. In addition, up to three (3) sick leave days per year shall apply to emergencies.
 - iii. The following conditions apply to emergencies:
 - a. The problem has been suddenly precipitated.
 - b. Preplanning is not possible.
 - c. Preplanning cannot relieve the necessity for the employee's absence.
 - d. The problem is not minor or of mere convenience, but of a serious nature.
 - e. Auto trouble shall not be considered an emergency except in case of an accident.
 - f. Weather conditions shall not be considered an emergency.
 - g. Incarceration shall not be considered an emergency; however, if an employee is later acquitted, emergency leave will apply and will be paid retroactively.
 - iv. **Supplemental Condition:** At the time of separation from District employment due to retirement, resignation or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day of the employee's per diem for each four (4) days of accumulated sick leave;

provided, however, no employee will receive compensation for sick leave accumulated in excess of one (1) day per month or for sick leave not earned.

- b. Substitute Sick Leave: For every forty (40) hours worked, substitutes will receive one (1) hour of paid sick leave with no annual cap on accrual in accordance with RCW 49.46.210
- c. **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, and parent thereof, or other government organization, mother, father, daughter, son, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather and grandchild.
 - i. 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 sister-in-law or brother-in-law.
 - ii. The Board will allow one (1) day of paid bereavement leave for attendance at the funeral of an aunt, uncle, nephew or niece.
 - iii. Extensions may be granted by the Assistant Superintendent, Human Resources Department, in extenuating circumstances.
 - iv. Bereavement leave is non-accumulative.
- d. **Family Illness Leave:** Employees shall be granted a leave of absence with pay of not more than three (3) days during a school year, when such absence is occasioned by the illness of any relative, including foster or step children, residing in the household of the employee or the following family members which necessitates the presence of the employee: spouse, domestic partner registered with District's benefit trust or other government organization, 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. Additionally, benefits of federal and state Family and Medical Leave laws may apply.
- e. **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:
 - i. If an employee is in a position which requires a substitute, said employee must call the Substitute Tracking system at least twenty-four (24) hours in advance of the absence in order to assure the availability of a substitute.
 - ii. Leave may not be used to extend a holiday, vacation, or break period or during the first (1st) or last five (5) days of the student school year. Ten percent 10% of staff may use

leave to extend a holiday, vacation, or break period, or during the first (1st) or last five (5) days of the student school year with thirty (30) days' notice prior to the date requested. This will be approved by Human Resources on a first come first served basis and upon confirmation of substitute coverage.

- iii. Leave may not be used for political purposes or en masse meetings/activities.

f. Military Service (National Guard/Reserve Duty) Leave

- i. 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 their employment for a period not exceeding twenty-one (21) days during each fiscal year upon presentation of valid orders.
- ii. Military leave shall be granted in order that the employee may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-workdays.
- iii. When military leave is granted, the employee shall receive their regular pay from the District.

- g. Jury Duty and Subpoena Leave:** Leave of absence with pay is allowed for jury duty. Any compensation received for jury duty performed on workdays will be deducted from the employee's salary.

Leave 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 regular salary, if it is determined that the employee is entitled to leave of absence.

2. Leaves Without Pay

- a. **Parental and Adoption Leave:** An employee who becomes pregnant or who plans to take parental or adoption leave should notify the Human Resources Department by the end of the fourth (4th) month of the pregnancy (or as soon as practical in the case of adoption) to assist the Assistant Superintendent, Human Resources, in planning for a replacement. Parental or adoption leave shall begin at a time determined suitable by the employee and the child or parent's attending physician after consultation with the Assistant Superintendent, Human Resources, or an appointed designee. Insofar as

possible, leave shall begin at a time which is consistent with the orderly continuance of the educational program.

- i. When the leave commences, the employee will indicate to the Assistant Superintendent, Human Resources, the length of time they anticipate being on leave. An employee shall not be required to leave work during their pregnancy but shall be allowed to work as long as they are capable of performing the duties of their job.
- ii. If the employee returns to work within twelve (12) weeks after the birth of the child and has the approval of their personal physician, they may return to their previous assignment. Should the time exceed twelve (12) work weeks after the birth of the child the employee may return to the first (1st) available vacancy for which they are qualified. An employee may choose to use paid sick leave and personal leave for the birth of a child. The employee may access up to twelve (12) weeks using paid sick leave and/or Paid Family and Medical Leave Act (PFMLA). The benefits of the federal and state Family and Medical Leave Act also apply to childbirth.
- iii. Parental leave shall not extend beyond eighteen (18) months of the date on which the child was born or adopted, or the beginning of the next semester/quarter after the eighteen (18) months of leave. Parental leave may be shared by the parents if it does not exceed the amount of leave available under the contract or applicable law.
- iv. 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 may choose to use paid sick leave and extraordinary leave before or after the actual adoption for up to six (6) weeks if the adoption occurs within the United States or up to eight (8) weeks if the adoption occurs outside the United States up to the amount of his/her accrued paid leave. An employee on parental leave for adoption may return to the first available vacancy for which they are qualified. Reinstatement to previous assignment shall be no later than the beginning of the following semester.
- v. Should there be any changes or additions to the existing laws governing this section (FMLA, WLAD, WFCA, Paid Sick Leave and PFML) the parties will meet to bargain implementation of those alterations to the contract.

b. **Political Leave:** Upon request, employees may be granted political leave in accordance with the following provisions:

- i. 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 election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave.
- ii. If the employee is elected to the office, the Board may return the employee to the same or mutually agreed upon position until such time that the elected term of office necessitates leaving the assignment.
- iii. Any employee may hold a political office and continue as an employee as long as it does not interfere with an assignment.
- iv. 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. An employee may request an extension of political leave annually.
- v. At the conclusion of political leave, the employee will be given the same consideration for returning to the position of last assignment. It will be assumed that the employee wishes to return to the position of last assignment unless the Superintendent is notified in writing by March 18, prior to the expiration of the leave.
- vi. If reassignment is necessary, a conference will be held to endeavor to find an assignment that is mutually agreeable. Political leaves may be granted for one (1) year or a fraction of a year. Upon the return from this type of leave, the employee may be returned to the same position. If political leave is extended beyond one (1) year, the employee's right to return to the original position cannot be guaranteed.

c. **Military Service (Active Duty) Leave:** Any employee who volunteers, is inducted, or is recalled into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed five (5) years upon presentation of valid orders. If the 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, the 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 District need not reemploy such person if circumstances have so changed as to make it impossible, unreasonable, or against the public interest to do so; provided, further, that this section shall not apply to a temporary position.

If a person is not qualified for the old position as a result of disability sustained during military service but is nevertheless qualified to perform the duties of another position under the control of the District, the 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.

d. Leave of Absence

- i. An employee may be granted a leave of absence without pay not to exceed one (1) year after a completion of three (3) years of service to the District as a member of this bargaining unit for the purpose of study or recuperation.
 - ii. A leave of absence without pay to study entitles an employee to a normal salary increment provided that during the leave period a minimum of thirty-three (33) quarter hours or twenty-two (22) semester hours of college credit has been earned.
 - iii. An employee granted a leave of absence in accordance with this section may return to their assignment at the conclusion of the leave provided that the leave is not more than 183 days during the same school year. During the term of the leave, the District may fill the position with a temporary or substitute replacement. It is understood that the position does not have to be advertised or filled with a replacement.
 - iv. An employee who has successfully completed their initial probationary period and has less than three (3) years of service with the District may apply for a leave of absence without pay not to exceed one (1) year for the purpose of study or recuperation. An employee granted a leave of absence in excess of three (3) months relinquishes all return rights to their assignment, and the employee will be considered displaced and subject to reassignment.
- e. **Paid Family Medical Leave:** The District will pay the employee's portion of the premium for Family Leave and Medical Leave Benefit referenced in RCW 50A.04.115(3)(d).

Section 26. Damage to Car/Damage or Loss to Personal Property

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 subject to the employee's insurance for reimbursement.

1. The District will reimburse an employee for damage or loss of personal property, including such things as eyeglasses and watches, or personal instruction/educational equipment used by the employee in the course of his/her employment pursuant to the following conditions:
 - a. A police report, if applicable, must be filed and copy of said report must be provided to the District within 48 hours of the incident.
 - b. The reimbursement shall not exceed \$1,000 for each loss.
 - c. Reimbursement shall be based upon a reasonable estimate of current value.
 - d. The District may, at its discretion, require an employee to show reasonable evidence of theft or damage.
 - e. An employee must take reasonable care to protect his/her personal instructional/educational equipment.
 - f. Loss or theft of cash will not be covered.
 - g. 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.
 - h. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor/principal within thirty (30) days of the loss or damage or the claim is waived.
 - i. The District's obligation under this section is a maximum of \$20,000 for each year of the contract for the bargaining units.
2. The District will reimburse an employee for damage or loss of Durable Medical Equipment including such things as hearing aids and wheelchairs used by the employee in the course of their employment pursuant to the following conditions:
 - a. The equipment has been registered with the District as necessary for the employee to perform their job duties.
 - b. A police report if applicable must be filed and copy of said report must be provided to the District within 48-hours of the incident.

- c. Reimbursement shall be based upon a reasonable estimate of current value.
- d. The District may, at its discretion, require an employee to show reasonable evidence of theft or damage.
- e. 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.
- f. An employee must submit their claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor/principal within thirty (30) days of the loss or damage or the claim is waived.

ARTICLE VII DISCIPLINE AND DISCHARGE

Section 27. Guidelines

- 1. No employee shall be disciplined or discharged without just cause.
- 2. The District shall not discipline or discharge any employee for arbitrary or capricious reasons.
- 3. Discipline shall be corrective rather than punitive, and with the exception of gross misconduct, follow progressive steps.
- 4. Whenever the District has reason to reprimand an employee it shall be done in a reasonable manner which will, whenever possible, avoid the embarrassment of the employee before other employees or the public.
- 5. Before administering discipline, the District will afford the employee full due process including a fact-finding meeting.
- 6. The District will notify an employee prior to a meeting set up for possible disciplinary action so that the employee may obtain Federation representation. If representation is not available, the meeting will be rescheduled to a mutually agreeable time.
- 7. Should an employee choose to grieve any discipline or discharge, the District shall not retaliate, discriminate against him or her, or otherwise intimidate him or her for such action.
- 8. Should an alleged offense rise to the level of gross misconduct, and in the District's view, the alleged offender poses a potential threat to the safe and orderly functioning of the District, the District may, at its own discretion, place the individual on paid administrative leave until such time as an investigation can be completed.
- 9. Any employee being disciplined or discharged shall be entitled to full and complete written notification, stating the precise reasons for the disciplinary action.

Section 28. Progressive Discipline

1. Discipline shall be progressive in nature as applied to the specific facts of the case involved.
2. With the exception of gross misconduct, discipline will follow a pattern of:
 - a. a written confirmation of a verbal warning,
 - b. a written reprimand,
 - c. suspension without pay, and
 - d. dismissal.
3. Some examples of gross misconduct include theft, embezzlement, falsification of District documents, assault of a student or fellow employee, substance abuse, or flagrant disregard for clear and well-publicized District policies.
4. At the District's discretion, a Last Chance Agreement may be issued in lieu of termination.
5. Should there be no reoccurrence of discipline, the employee may request that the record be removed from the employee's personnel file eighteen months from the date of said discipline. Such requests shall be considered at the District's discretion and within legal and policy restrictions. If denied, the employee will be informed of the reason for the denial in writing within fifteen (15) days. Denials will not be arbitrary or capricious.
6. Last Chance Agreements and other discipline may decline in relevance as time passes depending on the employee's behavior.

ARTICLE VIII FURTHER PROVISIONS

Section 29. Agreement Clause

This Agreement expressed herein in writing constitutes the full and complete Agreement between the Board and the Federation and this Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms. Any Memoranda of Understanding between the parties executed prior to the effective date of this Agreement are no longer in effect unless they have a specific expiration date during the term of this Agreement.

Section 30. Savings Clause

1. 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 application shall continue in full force and effect.
2. It is the intent of the parties that the limitation in state law on compensation and benefits shall apply to this bargaining unit as a whole so that a violation will not adversely affect any other bargaining unit or the District.

3. 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/or benefits provided herein, the excess compensation and benefits provided shall be reduced to the maximum amount legally allowable without the District incurring any penalty or reduction in support. The reduction in compensation shall be made on a pro rata basis among all employees who received an increase in compensation under the collective bargaining agreement. The reduction in insurance benefits shall be made by reducing the maximum benefit being received by any employee to the point where the District is in compliance with the law. Any overpayment in compensation and/or benefits may be collected from the employee or offset against future payments as determined by the District after meeting with the Federation. If a final and binding decision is made declaring any compensation or benefit limitation unlawful, provisions of this contract affected by the ruling shall be reopened and the District and the Federation shall renegotiate the provisions in accordance with the law. A final and binding decision is a final decision of the Supreme Court of the State of Washington, or a final decision of the Superior Court, State of Washington, in an action in which the District is a party and which is not appealed within the time permitted by law.

Section 31. Amendment Clause

This Agreement may be reopened for amendment only by the mutual consent of the Board and the Federation.

Section 32. Copies of Agreement Clause

1. The District will endeavor to post on the District website a copy of this Agreement and any amendments thereto no later than forty-five (45) workdays following the execution of the Agreement by the District and the Federation.
2. The District will provide the Federation with seventy-five (75) hard copies of the Agreement, additional copies upon request, and any amendments thereto.

Section 33. Duration Clause

This Agreement shall be in full force and effect from September 1, 2024 to August 31, 2027 provided however, that in the event of a levy failure or significant loss of state or federal funding, applicable section(s) of the Agreement may be reopened at the request of either party.

Section 34. Reopeners

This Agreement shall be reopened at the request of either party to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein.

AGREEMENT

This agreement is made and entered into by and between Tacoma School District No. 10 and the Tacoma Federation of Education Support Professionals, AFT Washington, Local 461, CIO.

TACOMA SCHOOL DISTRICT NO. 10

Lisa Keating, President
Board of Directors

Date

**TACOMA FEDERATION OF EDUCATION SUPPORT PROFESSIONALS, AFT
Washington
Local 461, AFL-CIO**

Kari Madden, President
Tacoma Federation of Education
Support Professionals, AFT Washington
Local 461, AFL-CIO

Date

TO BE UPDATED

TO BE UPDATED

TO BE UPDATED

TO BE UPDATED

TO BE UPDATED

Education Support Professionals Performance Assessment

Employee Name

Employee Number

Location

Position

Evaluation Date

Academic Year

Evaluator

Contributing Evaluators

- Annual
 Probation
 Transfer
 Sixty (60) working days

Rating Key:	1 - Unsatisfactory 2 - Needs Improvement 3 - Meets Expectations 4 - Exemplary NA - Not Applicable	Ratings of 1, 2, and 4 must include specific examples in the spaces provided for comments.
-------------	--	--

1.	Relationships: Students, Parents, and Staff	1	2	3	4	NA
A.	Establishes and maintains appropriate relationships and boundaries with:					
	Students					
	Parents					
	Staff					
B.	Respects and values the unique individual needs and diversity of:					
	Students					
	Parents					
	Staff					
Comments:						
2.	Job Skills	1	2	3	4	NA
A.	Follows applicable safety procedures					
B.	Follows applicable District/School/Program policies and procedures					
C.	Demonstrates effective problem-solving and judgment in responding to specific issues related to student achievement, including when to act on his/her own or refer to appropriate supervisor					
D.	Utilizes range of strategies to effectively perform duties					
E.	Effectively applies technical knowledge and/or skills required to perform duties					
F.	Demonstrates interest, initiative, and follow-through on assignments					

Education Support Professionals Performance Assessment

Comments:						
3.	Communication	1	2	3	4	NA
A.	Demonstrates appropriate confidentiality					
B.	Uses clear, appropriate oral and written language					
C.	Communicates clear directions effectively					
Comments:						
4.	Attendance and Punctuality	1	2	3	4	NA
A.	Practices good attendance habits.					
B.	Comes to work on time and demonstrates high degree of punctuality during the workday.					
Comments:						
5.	Overall Rating for the Academic Year	1	2	3	4	
	Overall performance including relationships, job skills, communication, attendance, and punctuality					

Goals and objectives for next evaluation period:

Additional comments:

Evaluator Signature

Date

The signature below does not necessarily imply that the employee agrees with the preceding report but only that he/she has seen and discussed it with the evaluator/supervisor. (Employee may attach comments to this evaluation, if desired.)

Employee Signature

Date

The following may be completed at the employee's option:

- I agree with the evaluation
- I disagree with the evaluation

- Employee's addenda attached
- Employee's addenda to follow

For purpose(s) of: Evaluation Professional Development Both

Name:		School Year:	School/Subject(s):
Proposed Goal #1:			
Aligns with Strategic Goal(s): <input type="checkbox"/> Academic Excellence <input type="checkbox"/> Partnerships <input type="checkbox"/> Early Learning <input type="checkbox"/> Safety			
Professional Development steps you will take to accomplish this goal	Proposed timeline to complete the steps		Professional Development you have already taken to apply toward this goal
Proposed Goal #2:			
Aligns with Strategic Goal(s): <input type="checkbox"/> Academic Excellence <input type="checkbox"/> Partnerships <input type="checkbox"/> Early Learning <input type="checkbox"/> Safety			
Professional Development steps you will take to accomplish this goal	Proposed timeline to complete the steps		Professional Development you have already taken to apply toward this goal
Proposed Goal #3:			
Aligns with Strategic Goal(s): <input type="checkbox"/> Academic Excellence <input type="checkbox"/> Partnerships <input type="checkbox"/> Early Learning <input type="checkbox"/> Safety			
Professional Development steps you will take to accomplish this goal	Proposed timeline to complete the steps		Professional Development you have already taken to apply toward this goal

Employee

Signature

Date

Evaluator

Signature

Date

Principal/Supervisor

Signature

Date

**Classified Education Support Professionals Staff Compensation for
Covering a Certificated Staff Class or Head Start / ECEAP Class**

To: Payroll Office

From: _____ Employee ID No. _____

Position: _____ Location: _____

Absence Management Job No. _____

UP TO FIVE (5) DAYS PER FORM MAY BE SUBMITTED

A. Based on Article VI, Section 15, additional compensation is hereby requested for providing class coverage on the following date(s):

PLEASE CHECK ONE:

Education Support Professionals Total Hours _____ x \$25.00 = _____
(Regular pay and \$25/hour for each occurrence)

Head Start/ECEAP Education Support Professionals Total Hours _____ x \$ 10.00 = _____
(Regular pay and \$10.00/hour for each occurrence)

Date(s)					
Hours					

For a class normally assigned to: _____
(Associate's/Teacher's full name)

HED Earnings Code: CLCV/229

B. SPECIAL ACCOUNTING: Enter the new accounting information only if the accounting is to be overridden:

Company	Accounting Unit	Account	Activity	Category

■ **Be sure all appropriate signatures appear below before submitting this form to the Payroll Office**

Employee's Signature _____ Date _____

Administrator's Signature (BRC Authority) _____ Date _____

PLEASE NOTE: Requests received in the Payroll Office by the end of each pay period will normally be processed for pay on the following pay period. Pay will be included on the pay warrant under Pay Code "Cls Cov."

PLEASE SUBMIT THIS FORM TO THE PAYROLL OFFICE WITHIN 2 WEEKS.

**Classified Education Support Professionals Staff Compensation for
Covering a Certificated Staff Class or Head Start / ECEAP Class**

RETAIN A COPY FOR YOUR RECORDS.

Tacoma Public Schools
Education Support Professionals Pre-Approved Request to Perform Extra Work for Compensatory Time/Extra Pay

PRIOR APPROVAL REQUIRED

Date Submitted _____

Employee Name _____

Employee ID# _____

School/Site Location _____

Directions: Submit one form for each payroll period for days you worked over your regular hours.

Date(s)																		Total Extra Hours
Extra Hours																		

Reason for extra hours: _____

Employee: Select method of reimbursement:

- Pay:** For extra work hours, up to and including 40 hours, reimbursement is at regular hourly rate.
- Compensatory Time:** For extra work hours, up to and including 40 hours, compensatory time is at regular hourly rate.

OR,

- Pay:** For extra work hours over a 40-hour week, reimbursement is at rate of 1.5 hours for each 1.0 hour over 40 hours/week.
- Compensatory Time:** For extra work hours over a 40-hour week, compensatory time is 1.5 hours for each 1.0 hour over 40 hours/week.

Requestor Signature

Date

Supervisor Authorization

Date

BRC Authorization

Date

Copies to Payroll, Supervisor, Employee

**CELL PHONE TEXT STIPEND
AUTHORIZATION FORM**

EMPLOYEE NAME _____ EMPLOYEE ID # _____
(Last) (First)

JOB TITLE _____ LOCATION # _____

CELL PHONE NUMBER _____ EMPLOYEE SCHOOL/DEPARTMENT _____

Name of Identified Student *(if not completed, form will be returned)*: _____

\$25 per month Cell Phone “Texting” stipend (DHH Interpreters Only) - Job responsibilities require the employee to use their personally owned cell phones to text students based upon need during scheduled work hours.

The monthly cell phone stipend shall be paid in the first payroll period of each month.

- **Stipends shall be charged to the default accounting of the employee (i.e., the BRC where the employee is charged)**
- This is a non-accountable plan, therefore additional receipts and documentation are not required.
- Cell phone stipend is not eligible for reporting to the Department of Retirement Systems.
- Cell phone stipend is subject to applicable payroll taxes.
- Requests for retroactive stipends will not be considered.
- Cell phone and accessories furnished by the employee.

By accepting the monthly cell phone “texting” stipend, I do hereby agree to use my own personal cell phone so that I may be in contact with the identified student during regularly scheduled workday. I agree to have a working cell phone and to furnish the District with a valid working cell phone number at all times. I further agree to contact my supervisor and payroll office if I change or cancel cell phone services. Failure to contact the payroll office may result in a repayment of the stipend.

Employee Signature Title Date

By authorizing the monthly cell phone stipend, I do hereby agree to keep a valid cell phone number on file for the employee listed above. I agree to contact the payroll office to discontinue the stipend when appropriate (job change or employee canceled his/her cell phone services).

BRC Authority Title Date

Cabinet Member Signature Date

<p>PAYROLL: STIPEND SET-UP</p> <p style="text-align: center;"> _____ <i>Initial</i> </p> <p style="text-align: center;"> _____ <i>Date</i> </p>
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