**MEMORANDUM OF UNDERSTANDING**by and between

TACOMA PUBLIC SCHOOLS

AND

TACOMA FEDERATION OF PARAEDUCATORS #461

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The Tacoma Federation of Paraeducators (Federation) and Tacoma School District (District) share in maintaining the health and safety of our Tacoma Public Schools community;

Whereas, we are especially concerned because we know the dangers of COVID-19 disproportionately impact communities of color, people in poverty and the most vulnerable.

Whereas, COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2020-2021 school year that substantially affect the working conditions of all Federation’s members;

And whereas it is the duty of the District to provide safe and equitable learning conditions for students and staff, the parties agree to the following:

**General provisions**

1. Human Resources will provide an update to the Federation at any time when a bargaining unit member’s FTE increases.
2. If a 1:1 paraeducator is separated from their student due to an educational alternative, the 1:1 paraeducator shall have the right to return to their role as the 1:1 paraeducator with said student, assuming that the IEP requires continued 1:1 support. When the student returns, Human Resources shall communicate directly with the paraeducator.
3. All District safety protocols will be followed in accordance with state and local healthcare authority guidance. This includes proper cleaning protocol.
4. Displacement
* All displaced paraeducators must apply for posted positions via the District’s online application system to be considered for opportunities for the 2020-21 school year. Positions for the 2020-21 school year will be posted and remain open for five (5) business day from the date of posting
* The District will make selections based on overall qualifications for the position and seniority.
* To ensure paraeducators are provided with the best position fit and maximum job opportunities, paraeducators are encouraged to apply to many positions.
* If a paraeducator has not applied by October 15th, or within five (5) days of the displacement notice, the Human Resources Department will place said paraeducator into an assignment in alignment with their qualifications.
* If no available position exists, the remaining displaced paraeducators will be transferred into the paraeducator substitute pool. Those that remain in the pool will be paid at their regular rate of pay for the hours they work as a paraeducator substitute.
* The displaced staff member must email their HR partner to inform them of their rank and order of preferred positions they have applied to. There will be no interview process during the placement period, only displaced paraeducators will be considered for open/vacant paraeducator positions during said placement period, however if there are no qualified displaced paraeducators for the vacant position, the District will follow Section 19 of the CBA.
* The District will send to each displaced paraeducator a “Follow up Displacement/next steps letter” to identify next steps and dates when positions will be made available.

This agreement represents the impact bargaining requested by the union for the 2020-2021 school year. This agreement is nonprecedential and will remain in effect until June 21, 2021. This agreement may also be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions to this agreement.

TACOMA FEDERATION OF TACOMA PUBLIC SCHOOLS NO. 10

PARAEDUCATORS #461

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Glory Tichy, President

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_