



Tacoma School District

Board Business Meeting

Published on June 10, 2025 at 6:14 PM PDT

Amended on June 12, 2025 at 4:45 PM PDT

Date and Time

Thursday June 12, 2025 at 6:00 PM PDT

The Tacoma Public Schools Board of Directors will meet for a Business Meeting on the date and time above in the 4th Floor Auditorium at the Central Administration Building. All regular Board Business Meetings, Committee of the Whole, and Study Session meetings are open public meetings and everyone is encouraged to attend. Executive sessions are closed to the public. Public parking and the main entrance are located on the west side of the building at South G Street.

ACCOMMODATION

Persons requiring accommodations for a disability in order to attend a Board meeting (including the services of a sign language interpreter or those who want to speak at a board meeting but are advised not to attend in-person due to health risks) should contact the Board Office at 253.571.1443 before 4:30 p.m. at least three working days before the meeting to ensure that the District has time to implement appropriate accommodations.

NONDISCRIMINATION

Tacoma Public Schools does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The following employees have been designated to handle questions and complaints of alleged discrimination:

- **Civil Rights Coordinator:** Tiffany Davis-Brantley, 253-571-1252, civilrights@tacoma.k12.wa.us
 - **Title IX Coordinator:** Wayne Greer, 253-571-1191, wgreer@tacoma.k12.wa.us
 - **504 Coordinator:** Elise Friedrich-Nielsen, 253-571-1085, efriedr@tacoma.k12.wa.us
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Mailing address: P.O. Box 1357, Tacoma, WA 98401-1357.

INTERPRETER

Individuals requiring a language interpreter for a Board meeting for any language, other than a sign language interpreter, should contact the Board Office at 253-571-1443 before 4:30 p.m., at least three working days before the meeting to ensure that the District has sufficient time to identify an interpreter.

Agenda

I. Opening Items

A. Call the Meeting to Order

Board President Strozier will call the meeting to order.

B. Flag Salute

Recitation of the Pledge of Allegiance.

C. Land Acknowledgment

Tacoma Public Schools acknowledges that we are on the traditional ancestral and historical lands of the Puyallup Tribe of Indians. We honor with gratitude the land itself and the Puyallup Tribe. This acknowledgment serves as a first step in honoring our nearest tribal neighbors and partners who have inhabited this region since time immemorial, and to whom we give thanks for allowing us passage to their lands. We shall intentionally create inclusive and respectful partnerships that honor indigenous cultures, histories, identities, and sociopolitical realities.

D. Roll Call

General Counsel Gbenro will call the roll.

E. Adoption of the Agenda

President Strozier will call for a motion to amend the agenda or approve as presented.

II. Recognition of Staff, Students, and Community

A. STATE HOLIDAYS AND CIVIC OBSERVANCES

A.1 LGBTQIA+ PRIDE MONTH

[RCW 43.114.070](#)

A.2 JUNE 19: JUNETEENTH

[RCW 28A.150.050](#) and [RCW 1.16.050](#)

B. RECOGNITION OF ADDISON KELLY FROM SILAS HIGH SCHOOL AS THE 2025 WIAA TRACK & FIELD 3A GIRLS TRIPLE JUMP CHAMPION

The Director of Athletics & Activities recommends that the Board of Directors recognize Silas High School Senior, Addison Kelly, as the three-time State Champion in the Triple Jump.

C. STUDENT ATHLETE RECOGNITIONS (CONTINUED):

The student athletes listed below are unable to receive recognition at tonight's Board meeting as they are deservedly being honored at the "Tacoma Athletic Commission 2025 Spring Athlete of the Year" dinner.

D. RECOGNITION OF KANAI KENNEDY FROM MOUNT TAHOMA HIGH SCHOOL AS THE 2025 WIAA TRACK & FIELD BOYS 100M STATE CHAMPION

The Director of Athletics & Activities recommends that the Board of Directors recognize Kanai Kennedy, a freshman from Mount Tahoma High School, as the 2025 WIAA Track & Field Boys 100m State Champion.

E. RECOGNITION OF EDDIE BRUNER, JR., FROM LINCOLN HIGH SCHOOL, FOR WINNING THE 3A BOYS TRACK & FIELD 400-METER STATE CHAMPIONSHIP

The Director of Athletics & Activities recommends that the Board of Directors recognize Eddie Bruner, Jr., a Lincoln High School Junior, as the 3A Boys 400-meter Track and Field State Champion.

F. RECOGNITION OF LINCOLN HIGH SCHOOL BOYS 4X100 METER RELAY TEAM FOR WINNING THE EVENT AT THE 3A TRACK AND FIELD STATE CHAMPIONSHIP

The Director of Athletics & Activities recommends that the Board of Directors recognize the team of Ramon Jones, Eddie Bruner, Jr., Kasey Williams, and Jo'Mierre Askew-Poirier from Lincoln High School for winning the 4x100 meter relay at the 3A Boys State Track and Field Championships.

G. RECOGNITION OF THE LINCOLN HIGH SCHOOL BOYS 4X400 METER RELAY TEAM FOR WINNING THE EVENT AT THE 3A TRACK AND FIELD STATE CHAMPIONSHIP

The Director of Athletics & Activities recommends that the Board of Directors recognize the team of Willie Long, Kasey Williams, Jo'Mierre Askew-Poirier, and Eddie Bruner, Jr. from Lincoln High School for winning the 4x400 meter relay at the 3A Boys State Track and Field Championships.

III. Superintendent's Report

A. 2025 GRADUATION UPDATES

B. FINANCIAL UPDATE

C. HUMAN RESOURCES UPDATE

D. STUDENT REPRESENTATIVES REPORT TO THE BOARD

IV. Staff Report to the Board

There is no staff report.

V. Members of the Public Wishing to Address the Board

School Board members encourage public participation. Your civil input is appreciated. Board members will not respond to your comments during the meeting. The Superintendent or a designee will follow-up with you after the meeting if action is needed.

Instead of speaking at a meeting, you may also send an email to the board at board@tacoma.k12.wa.us. Please contact the Board Office in advance of the meeting for disability accommodations.

A. Public Comment Guidelines

Under **Board Policy 1430 - Public Comment**, the Board President may terminate an individual's comments when the allotted time has passed and may interrupt a speaker to require the same standard of civility that the Board imposes on itself. Examples of uncivil comments include comments that:

- Are libelous or slanderous under a legal standard;
- Are an unwarranted invasion of privacy;
- Are obscene or indecent pursuant to the Federal Communications Act or any rule or regulation of the Federal Communications Commission;
- Violate school district policy or procedure related to harassment, intimidation, bullying, or discrimination;
- Incite an unlawful act on school premises or violate a lawful school regulation;
- or Create a material and substantial disruption of the orderly operation of the Board meeting.

The Board as a whole has the final decision in determining the appropriateness of all such rulings and can maintain order by removing those who are disruptive. However, the Board recognizes the distinction between uncivil discourse, which it will not tolerate, and comments about the Board, district, and/or staff that are negative yet still civil in nature. The Board will exercise its authority to maintain order in a content neutral manner.

B. OPTION 1: VERBAL COMMENT

The General Counsel will call your name when it is your turn to address the school board. Please speak into the microphone. You may have up to three (3) minutes to share your comments or, if there are a large number of speakers, time may be limited at the President's discretion.

C. OPTION 2: WRITTEN COMMENT

The following members of the public have submitted written public comment:

VI. Consent Agenda

A. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- APPROVAL OF THE MAY 22, 2025 BOARD MEETING MINUTES

B. APPROVAL OF WARRANTS

The Chief Financial Officer recommends that the Board of Directors approve the submission of one general certificate for authorization, and, if authorized, approve expenditure of funds within accepted guidelines.

C. FINANCIAL STATEMENTS (UNAUDITED FINANCIAL REPORT)

D. INTERNATIONAL TRAVEL REQUESTS

E. FIELD TRIP REQUESTS

APPROVAL OF OUT-OF-STATE FIELD TRIP FOR SILAS AND MT. TAHOMA TO EUGENE, ORGON, JUNE 19-21, 2025.

The Deputy Superintendent, on behalf of the Director of Athletics and Activities, recommends that the Board of Directors approve the out-of-state travel for 8 Silas High School students, 12 Mt. Tahoma High School students, and 8 chaperones to compete in the Nike Outdoor Nationals High School Track & Field Championships in Eugene, Oregon from June 19 - 21, 2025. [Funding Source: ASB Funds].

F. APPROVAL OF THE PERSONNEL RECOMMENDATIONS TO THE SUPERINTENDENT

The Assistant Superintendent of Human Resources recommends that the Board of Directors approve the personnel recommendations to the Superintendent for the June 12, 2025 Board Meeting.

G. OTHER

APPROVAL OF ACCEPTANCE OF GRANT AWARDS, GIFTS, OR DONATIONS

The Chief Financial Officer recommends that the Board of Directors approve acceptance of the included grants, gifts, or donations, and approve the expenditure of funds within accepted guidelines.

VII. Policy Matters

A. FIRST READING OF POLICY 3207: PROHIBITION OF HARASSMENT, INTIMIDATION, AND BULLYING

The General Counsel on behalf of the Civil Rights Coordinator recommends the Board of Directors review the draft of revised Policy 3207 and provide feedback before a second reading.

B. FIRST READING OF POLICY 3210: NONDISCRIMINATION OF STUDENTS

The General Counsel on behalf of the Civil Rights Coordinator recommends the Board of Directors review the draft of revised Policy 3210 and provide feedback before a second reading.

C. FIRST READING OF POLICY 3215: SEXUAL HARASSMENT OF STUDENTS PROHIBITED

The General Counsel on behalf of the Civil Rights Coordinator recommends the Board of Directors review the draft of revised Policy 3215 and provide feedback before a second reading.

D. FIRST READING OF POLICY 5266: SEXUAL HARASSMENT OF DISTRICT STAFF PROHIBITED

The General Counsel on behalf of the Civil Rights Coordinator recommends the Board of Directors review the draft of revised Policy 5266 and provide feedback before a second reading.

VIII. Financial Report

The district's next monthly financial report will be presented in July.

Monthly financial statements can be found on the district website at <https://www.tacomaschools.org/departments/businessandfinance>.

IX. Curriculum and Instruction

There are no curriculum and instruction items.

X. Business Matters

- A. APPROVAL OF CONTRACT NO. TSD-20-140, AMENDMENT #2, BETWEEN SYNCHRONOUS DEPLOYMENT & LEGACY SERVICES AND TACOMA PUBLIC SCHOOLS FROM SEPTEMBER 1, 2025 - AUGUST 31, 2026**

The Deputy Superintendent, on behalf of the Chief Technology Officer, recommends that the Board of Directors approve Contract No. TSD-20-140, Amendment #2, between Synchronous Deployment & Legacy Services and Tacoma Public Schools in the amount of \$739,832.92 from September 1, 2025 - August 31, 2026. [Funding Source: Technology Levy Funds]

- B. APPROVAL OF CONTRACT NO. TSD-25-116 BETWEEN ZAYO AND TACOMA SCHOOL DISTRICT NO. 10 FROM JULY 1, 2025 – JUNE 30, 2028**

The Deputy Superintendent, on behalf of the Chief Technology Officer, recommends that the Board of Directors approve Contract No. TSD-25-116 between Zayo and Tacoma School District No. 10 for telecommunication services to support school and administrative offices from July 1, 2025 – June 30, 2028, in the amount of \$235,052. [Funding Source: Technology General Fund]

- C. APPROVAL OF CONTRACT NO. TSD-25-100 BETWEEN AMERICA'S AUTOMOTIVE TRUST AND TACOMA SCHOOL DISTRICT NO. 10 FROM MAY 15, 2025 - JANUARY 7, 2026**

The Chief Operating Officer, on behalf of the Executive Director of Planning and Construction, recommends that the Board of Directors approve Contract No. TSD-25-100 between America's Automotive Trust and Tacoma School District No. 10 for the initial planning and design phase of the Regional Robotics Center from May 15, 2025 - January 7, 2026. [Funding Source: Capital Funds]

- D. APPROVAL OF CONTRACT NO. TSD-24-058, AMENDMENTS #2 AND #3 BETWEEN THE PORT OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10 FROM JUNE 7, 2024 - JUNE 6, 2074**

The Chief Operating Officer, on behalf of the Executive Director of Planning and Construction, recommends that the Board of Directors approve Contract No. TSD-24-058, Amendments #2 and #3 for the Maritime 253 South Puget Sound Maritime Skills Center Joint Use Agreement between the Port of Tacoma and Tacoma School District No. 10 in the amount of \$5,500,000 from June 7, 2024 - June 6, 2074. [Funding Source: Capital Funds]

- E. APPROVAL TO NEGOTIATE AND AWARD THE DESIGN/BUILD ALTERNATIVE METHOD CONTRACT WITH KORSMO CONSTRUCTION AND TACOMA SCHOOL DISTRICT NO. 10**

The Chief Operating Officer, on behalf of the Executive Director of Planning and Construction, recommends that the Board of Directors approve to negotiate and award a contract to Korsmo Construction Co. for the Synthetic Fields, Track, and Tennis Court Upgrades Bundle 2 Project in the amount of \$45,000,000. [Funding Source: February 2024 Capital Bond]

F. APPROVAL OF THE JOINT USE AGREEMENT BETWEEN THE CITY OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10 TO CONSTRUCT AND MAINTAIN A MULTI-USE PLAYFIELD AT BIRNEY ELEMENTARY

The Chief Operating Officer recommends that the Board of Directors approve the Joint Use Agreement between the City of Tacoma and Tacoma School District No. 10 to construct and maintain a multi-use playfield at Birney Elementary School. [Funding Source: Tacoma School District No. 10 Capital Dollars]

XI. Other Business

A. RATIFICATION OF THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT BETWEEN TACOMA SCHOOL DISTRICT NO. 10 AND THE MEMBERSHIP OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 (CUSTODIANS)

The Assistant Superintendent of Human Resources recommends that the Board of Directors ratify the collective bargaining agreements between Tacoma School District No. 10 and the Membership of the International Union of Operating Engineers, Local 302 (Custodians).

XII. Closing Items

A. BOARD COMMENTS/REPORTS

Committee Reports:

Community Events:

Updates/Comments:

B. ANNOUNCEMENT OF NEXT REGULAR BOARD MEETINGS

June 26, 2025:

6:00PM - Business Meeting

- A Public Hearing for the 2025-2026 Proposed Budget will tentatively be held at this meeting.

July 10, 2025

6:00PM - Business Meeting

- Adoption of the proposed 2025-2026 Budget will tentatively be held at this meeting.

August 28, 2025

6:00PM - Business Meeting

C. Adjourn Meeting

Board President Strozier will adjourn the meeting.

Coversheet

RECOGNITION OF ADDISON KELLY FROM SILAS HIGH SCHOOL AS THE 2025 WIAA TRACK & FIELD 3A GIRLS TRIPLE JUMP CHAMPION

Section: II. Recognition of Staff, Students, and Community
Item: B. RECOGNITION OF ADDISON KELLY FROM SILAS HIGH SCHOOL AS THE 2025 WIAA TRACK & FIELD 3A GIRLS TRIPLE JUMP CHAMPION
Purpose: FYI
Submitted by:
Related Material:
A. KELLY_SILAS_WIAA TRACK & FIELD GIRLS TRIPLE JUMP CHAMPION.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

RECOGNITION OF ADDISON KELLY FROM SILAS HIGH SCHOOL AS THE 2025 WIAA TRACK & FIELD 3A GIRLS TRIPLE JUMP CHAMPION

Department

Athletics & Activities

Board Meeting Date

June 12, 2025

Background

Addison Kelly is a Senior at Silas High School. She is a multi-event track and field athlete who competed in three events at the 2025 WIAA Gesa Credit Union State Track and Field Championships.

In this year's championships, Addison was crowned a state champion in the Triple Jump, defending her 2023 and 2024 state championships. A 3-time State Champion! She finished 5th in the State in the Long Jump, and as a member of the Silas 4 x 100 Meter Relay team, finished 2nd in State.

In her high school track and field career, Addison placed (8th or better) seven times in the WIAA State Track Meets. Four championships, a 2nd place finish, a 3rd place finish, and a 5th place finish. She is also a three-time District Champion in the Triple jump.

2025 WIAA State Champion – 3A Girls Triple Jump
2025 WIAA 5th Place Finisher – 3A Girls Long Jump
2025 WIAA 2nd Place Finisher – 3A Girls 4 x 100 Relay Team

2025 WCD/SWD District Champion – 3A Girls Triple Jump
2025 WCD/SWD District 2nd Place Finisher – 3A Girls Long Jump
2025 WCD/SWD District Champion – 3A Girls 4 x 100 Relay Team

2024 WIAA State Champion – 3A Girls Triple Jump
2024 WIAA State Champion – 3A Girls Long Jump
2023 WIAA 3rd Place Finisher – 3A Girls 4 x 100 Relay Team

2024 WCD/SWD District Champion - 3A Girls Triple Jump
2024 WCD/SWD District Champion - 3A Girls Long Jump
2024 WCD/SWD District 2nd Place Finisher - 3A Girls 4 x 100 Relay Team

2023 WIAA State Champion – 3A Girls Triple Jump

2023 WCD/SWD District Champion - 3A Girls Triple Jump

2023 WCD/SWD District 8th Place Finisher - 3A Girls 4 x 100 Relay Team

Current Consideration

2025 WIAA Gesa Credit Union State Track & Field Long Jump Champion

Addison's outstanding contributions helped the Silas Rams finish 6th in 2025 WIAA Gesa Credit Union State Track and Field Championships. The second year in a row the Rams have place at State (3rd in 2024).

Addison is also an exceptional student with a 3.98 GPA. She will attend the University of Washington as a member of the Husky Track & Field Team this coming school year.

Fiscal Implication

None.

Recommendation

The Director of Athletics & Activities recommends that the Board of Directors recognize Silas High School Senior, Addison Kelly, as the three-time State Champion in the Triple Jump.

Strategic Benchmark

Goal 4: Health & Safety: Extracurricular Activity Involvement

Approved By

Joshua J. Garcia, Ed.D.
Superintendent

Coversheet

RECOGNITION OF KANAI KENNEDY FROM MOUNT TAHOMA HIGH SCHOOL AS THE 2025 WIAA TRACK & FIELD BOYS 100M STATE CHAMPION

Section: II. Recognition of Staff, Students, and Community
Item: D. RECOGNITION OF KANAI KENNEDY FROM MOUNT TAHOMA
HIGH SCHOOL AS THE 2025 WIAA TRACK & FIELD BOYS 100M STATE CHAMPION
Purpose: FYI
Submitted by:
Related Material:
K. KENNEDY_MT. TAHOMA_2025 WIAA BOYS 100M STATE CHAMPION.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

RECOGNITION OF KANAI KENNEDY FROM MOUNT TAHOMA HIGH SCHOOL AS THE 2025 WIAA TRACK & FIELD BOYS 100M STATE CHAMPION

Department

Athletics & Activities

Board Meeting Date

June 12, 2025

Background

Kanai Kenney is currently a freshman at Mount Tahoma High School. He won the Boys 100m at the 2025 WIAA State Track & Field Championships on Saturday, May 31, 2025, with a time of 10.80 seconds with a head wind.

Current Consideration

2025 WIAA Track & Field Boys 100m State Champion

Fiscal Implication

None.

Recommendation

The Director of Athletics & Activities recommends that the Board of Directors recognize Kanai Kennedy from Mount Tahoma High School as the 2025 WIAA Track & Field Boys 100m State Champion.

Strategic Benchmark

Goal 4: Health & Safety: Extracurricular Activity Involvement

Approved By

Joshua J. Garcia, Ed.D.
Superintendent

Coversheet

RECOGNITION OF EDDIE BRUNER, JR., FROM LINCOLN HIGH SCHOOL, FOR WINNING THE 3A BOYS TRACK & FIELD 400-METER STATE CHAMPIONSHIP

Section: II. Recognition of Staff, Students, and Community
Item: E. RECOGNITION OF EDDIE BRUNER, JR., FROM LINCOLN HIGH SCHOOL, FOR WINNING THE 3A BOYS TRACK & FIELD 400-METER STATE CHAMPIONSHIP
Purpose: FYI
Submitted by:
Related Material:
E. BRUNER, JR._LINCOLN_WIAA 3A BOYS 400-METER STATE CHAMPION.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

RECOGNITION OF LINCOLN HIGH SCHOOL JUNIOR, EDDIE BRUNER, JR., FOR WINNING THE 3A BOYS TRACK & FIELD 400-METER STATE CHAMPIONSHIP

Department

Athletics & Activities

Board Meeting Date

June 12, 2025

Background

Eddie is a repeat champion in this event. Eddie won the 400-meters with an incredible time of 46.94 seconds, which is a personal best! This is the fastest 400-meter time in the 111-year history of Lincoln High School.

Current Consideration

In addition to winning the state championship in the 400 meters, Eddie finished 2nd in the 200 meters and was a member of the state champion 4x100 meter relay team, and the state championship 4x400 meter relay team. Eddie's three 1st place finishes, and one 2nd place finish was a huge reason the Lincoln boys track and field team finished 2nd in the state of Washington in 3A at the state meet.

Fiscal Implication

None.

Recommendation

The Director of Athletics & Activities recommends that the Board of Directors recognize Eddie Bruner, Jr. from Lincoln High School as the 3A Boys 400-meter Track and Field State Champion.

Strategic Benchmark

Goal 4: Health & Safety: Extracurricular Activity Involvement

Approved By

Joshua J. Garcia, Ed.D.
Superintendent

Coversheet

RECOGNITION OF LINCOLN HIGH SCHOOL BOYS 4X100 METER RELAY TEAM FOR WINNING THE EVENT AT THE 3A TRACK AND FIELD STATE CHAMPIONSHIP

Section: II. Recognition of Staff, Students, and Community
Item: F. RECOGNITION OF LINCOLN HIGH SCHOOL BOYS 4X100 METER
RELAY TEAM FOR WINNING THE EVENT AT THE 3A TRACK AND FIELD STATE
CHAMPIONSHIP
Purpose: FYI
Submitted by:
Related Material:
LINCOLN BOYS 4X100 METER RELAY TEAM_3A STATE CHAMPIONS.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

RECOGNITION OF LINCOLN HIGH SCHOOL BOYS 4X100 METER RELAY TEAM FOR WINNING THE EVENT AT THE 3A TRACK AND FIELD STATE CHAMPIONSHIP

Department

Athletics & Activities

Board Meeting Date

June 12, 2025

Background

The team of Ramon Jones, Eddie Bruner, Jr., Kasey Williams, and Jo'Mierre Askew-Poirier won the 4x100 meter relay with a time of 41.69 seconds! This time was .07 away from a state meet record.

Current Consideration

Prior to the state meet, at the West Central District Championships, this relay team was clocked at 41.59—which set a Lincoln Track and Field school record.

Fiscal Implication

None.

Recommendation

The Director of Athletics & Activities recommends that the Board of Directors recognize the team of Ramon Jones, Eddie Bruner, Jr., Kasey Williams, and Jo'Mierre Askew-Poirier from Lincoln High School for winning the 4x100 meter relay at the 3A Boys State Track and Field Championships.

Strategic Benchmark

Goal 4: Health & Safety: Extracurricular Activity Involvement

Approved By

Joshua J. Garcia, Ed.D.
Superintendent

Coversheet

RECOGNITION OF THE LINCOLN HIGH SCHOOL BOYS 4X400 METER RELAY TEAM FOR WINNING THE EVENT AT THE 3A TRACK AND FIELD STATE CHAMPIONSHIP

Section: II. Recognition of Staff, Students, and Community
Item: G. RECOGNITION OF THE LINCOLN HIGH SCHOOL BOYS 4X400
METER RELAY TEAM FOR WINNING THE EVENT AT THE 3A TRACK AND FIELD STATE
CHAMPIONSHIP
Purpose: FYI
Submitted by:
Related Material:
LINCOLN BOYS 4X400 METER RELAY TEAM_3A STATE CHAMPIONS.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

RECOGNITION OF THE LINCOLN HIGH SCHOOL BOYS 4X400 METER RELAY TEAM FOR WINNING THE EVENT AT THE 3A TRACK AND FIELD STATE CHAMPIONSHIP.

Department

Athletics & Activities

Board Meeting Date

June 12, 2025

Background

The team of Willie Long, Kasey Williams, Jo'Mierre Askew-Poirier, and Eddie Bruner, Jr. won the 4x400 meter relay with a time of 3:20.26 seconds!

Current Consideration

Prior to the state meet, at the West Central District Championships, this relay team was clocked at 3:18.50. In the long and illustrious history of Lincoln Track and Field, there has never been a time when both the 4x100 relay and the 4x400 relay won at the same state meet!

Fiscal Implication

None.

Recommendation

The Director of Athletics & Activities recommends that the Board of Directors recognize the team of Willie Long, Kasey Williams, Jo'Mierre Askew-Poirier, and Eddie Bruner, Jr. from Lincoln High School for winning the 4x400 meter relay at the 3A Boys State Track and Field Championships.

Strategic Benchmark

Goal 4: Health & Safety: Extracurricular Activity Involvement

Approved By

Joshua J. Garcia, Ed.D.
Superintendent

Coversheet

2025 GRADUATION UPDATES

| | |
|--------------------------|--------------------------------------|
| Section: | III. Superintendent's Report |
| Item: | A. 2025 GRADUATION UPDATES |
| Purpose: | FYI |
| Submitted by: | |
| Related Material: | 2025 GRADUATION PREVIEW_06-12-25.pdf |

2025 Graduations!

The Indian Education celebration was May 20



Willie Stewart Academy was June 10



Community Based Transition Celebration June 11





2025 Graduation Schedule

Tacoma Dome | 2600+ Seniors in the Class of 2025

June 16

SOTA 1 p.m.

IDEA 4 p.m.

SAMi 7 p.m.

June 17

TOL 10:30 a.m.

Oakland 1 p.m.

Stadium 4 pm.

Mt. Tahoma 7 p.m.

June 18

Foss 1 p.m.

Silas 4 pm.

Lincoln 7 p.m.

Join in-person or watch live



- Live streaming on Facebook, YouTube and KTPS

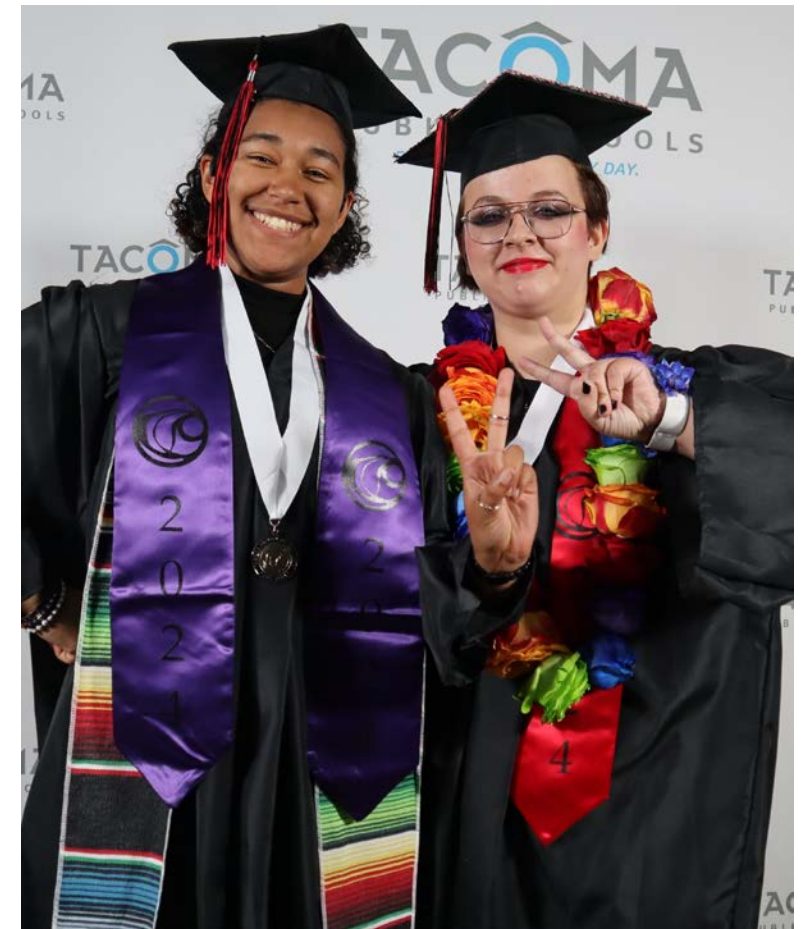
bit.ly/WatchTPSGrad



Download free pictures!

Ordering available through LifeTouch as well

- TPS team takes photos throughout every ceremony
- Available immediately after
- bit.ly/TPSGradPics



Coversheet

FINANCIAL UPDATE

| | |
|--------------------------|------------------------------|
| Section: | III. Superintendent's Report |
| Item: | B. FINANCIAL UPDATE |
| Purpose: | FYI |
| Submitted by: | |
| Related Material: | JUNE 12 FINANCIAL UPDATE.pdf |

Financial Update

Board of Directors Meeting

Presenter: Cary Campen, Director of Strategic Financial Operations
Date: June 12, 2025

District Funds



**General
Fund**



**Debt Service
Fund**



**Associated Student
Body Fund**



**Transportation
Vehicle Fund**



**Trust
Fund**



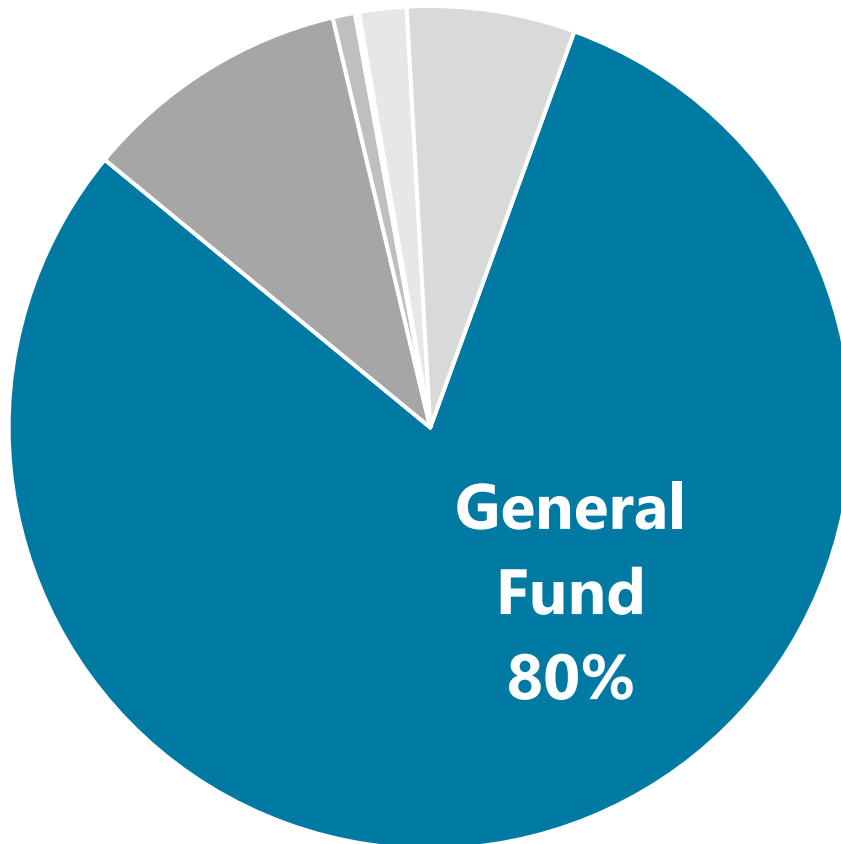
**Capital &
Technology Levy**

Funds are like separate checking accounts. They **can't** be used outside of their intended uses. Budgets are not submitted for Trust Funds – those dollars are held on behalf of others.



2024-25 Budget

Total Revenue by Fund

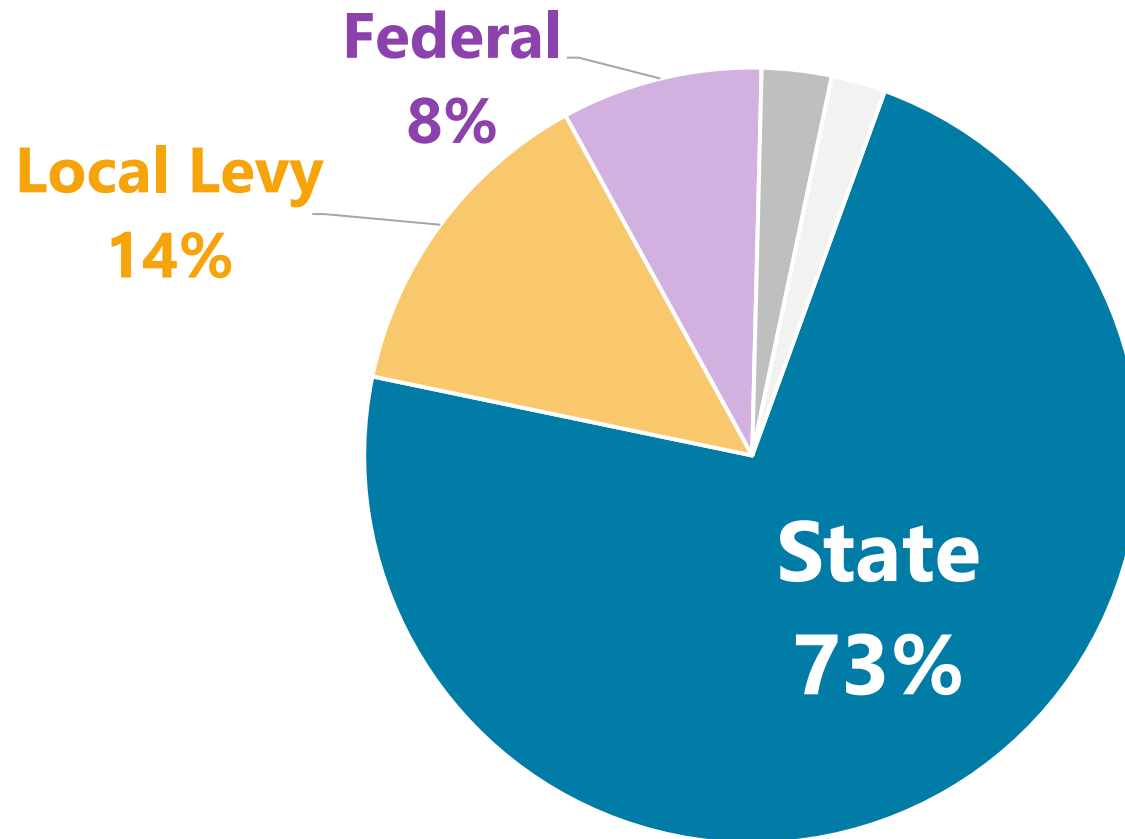


| | |
|----------------|----------------|
| General Fund | \$ 577,888,444 |
| Debt Services | \$74,201,345 |
| ASB | \$6,153,981 |
| Transportation | \$1,112,000 |
| Trust | \$13,041,764 |
| Capital | \$46,345,000 |
| Total Revenue | \$705,700,770 |



2024-25 Budget

General Fund: Revenue Sources



| | |
|-----------------|----------------------|
| State | \$ 420,115,695 |
| Local Levy | \$79,400,000 |
| Federal | \$48,428,108 |
| Local Non-tax | \$16,802,877 |
| Other | \$13,041,764 |
| Total GF | \$577,888,444 |



2024-25 Budget

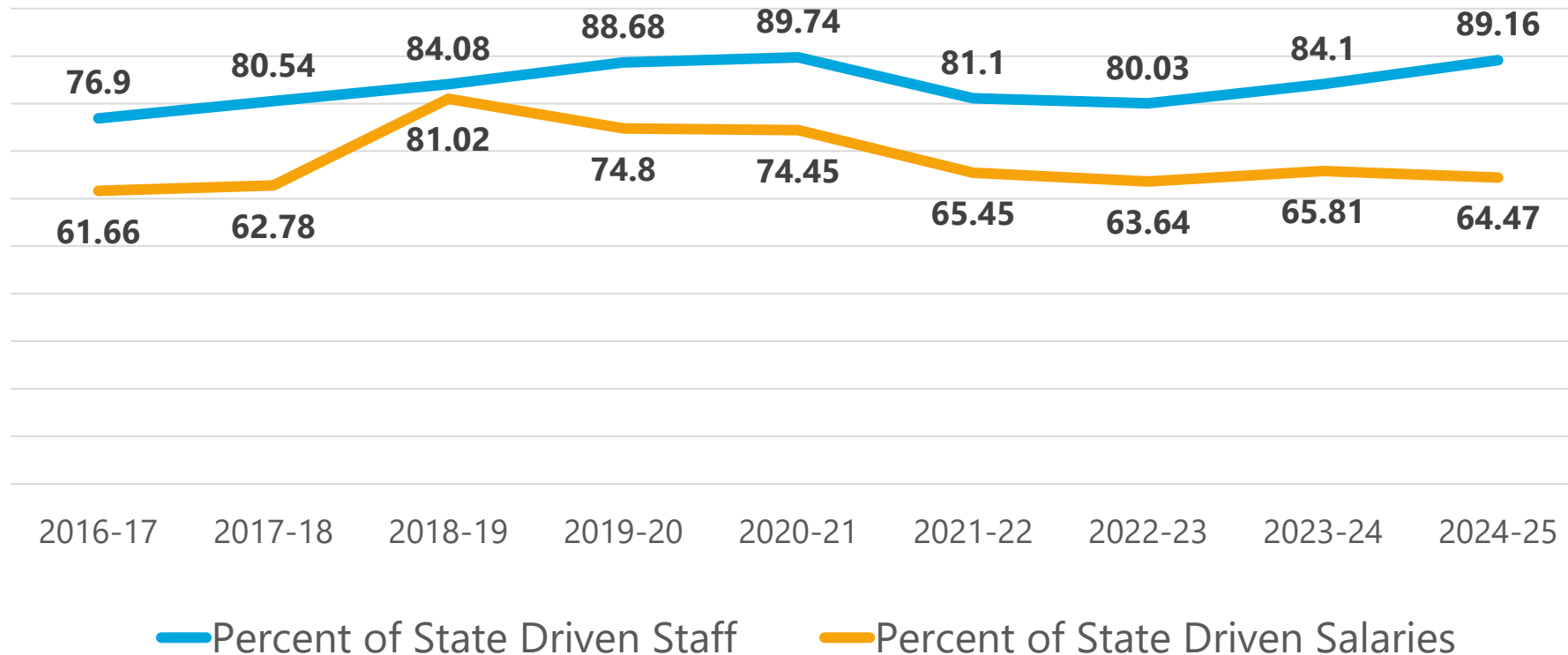
General Fund: Expenses



| | |
|-----------------------|----------------------|
| Certificated Salaries | \$280,075,923 |
| Classified Salaries | \$98,759,693 |
| Benefits | \$114,516,951 |
| Contracts | \$51,511,866 |
| Supplies | \$27,048,672 |
| Travel | \$494,907 |
| Total Expenses | \$572,408,012 |

State Funding Gap

Basic Education & Levy Funded Staff



The state gives us roughly **65% of the costs** for what we need to fully fund staff salaries and benefits.



2024-25 Budget

General Fund Year-End Projection, April 2025

- **Projected Revenues:**
97.6% of budget

- **Projected Expenditures:**
 - 101.1% of budget
 - 3.5% more than revenues

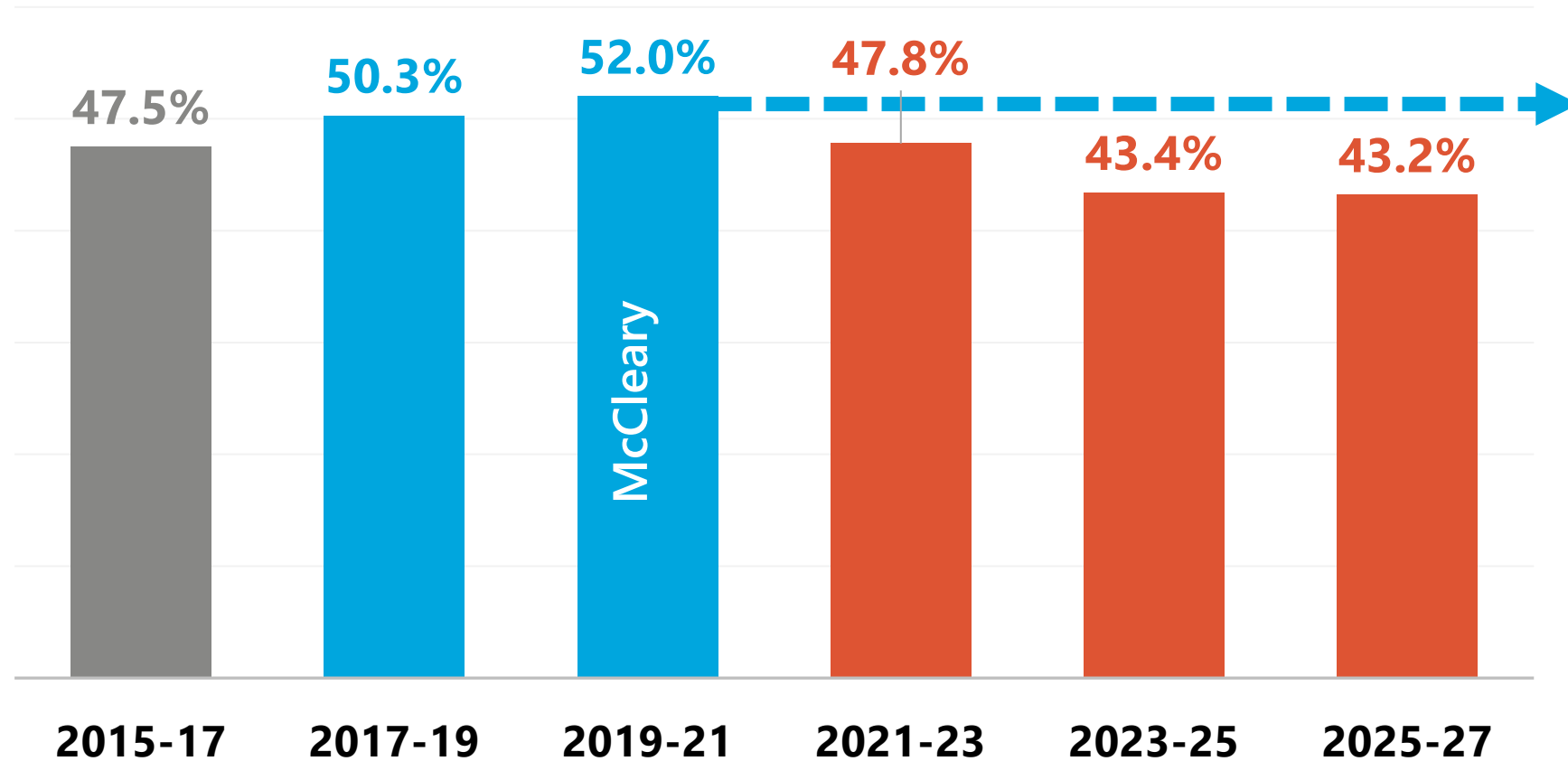
- Fund Balance Reserves = **None**

| | Budget | Projected Year-end | Variance |
|-----------------------------|---------------|--|----------------|
| Beginning Fund Balance | \$17,500,000 | \$11,139,188 | \$(6,360,812) |
| Revenues | \$577,888,444 | \$564,017,358  | \$(13,871,086) |
| Expenditures | \$572,408,012 | \$578,691,216  | \$(6,283,204) |
| Equals Ending Fund Balance | \$22,980,432 | \$(3,534,670) | \$(26,515,102) |
| Fund Balance Reserve Target | | \$27,863,473 | \$(31,443,080) |
| *Fund Balance Reserve % | 5.0% | 0% | |



Financial Overview

State Funding dedicated to K-12 each biennium



This is a net loss of an estimated \$160 million over the last six years.

Statewide Overview

We are not alone

- [Feb. 2025: Seattle Public Schools seeks \\$60 million from state to prevent budget cuts](#)
- [Feb. 2025: Bellevue School District Plans \\$20 Million Budget Cut](#)
- [Feb. 2025: Nearly 40 school positions and 100 paraeducator hours cut from Tumwater schools](#)
- [April 2025: Edmonds School District facing \\$8.5 million budget shortfall](#)
- [May 2025: BISD certifies 45 reduction-in-force notices](#)
- [May 2025: Washington school funding crisis impacts rural districts](#)
- [May 2025: Bellingham Public Schools rolls out plan to trim \\$15 million budget shortfall](#)

Financial Overview

What is contributing to the funding issues for schools?

- Lack of adequate funding from the state
- Inflation and escalated costs
- Competitive market driven salary requirements drive higher wages
- Enrollment is steady; no new revenues
- Shifts in Federal resources may be disruptive.

2023-2025 Reductions

Position Eliminations & Discretionary Budgets

- **In 2023, we faced a \$10 million budget shortfall for the 2023-24 school year.** To address this, 22 administrative positions were eliminated, and we identified \$6 million in reductions to expenditures.
- **In 2024, we faced a \$40 million budget shortfall for the 2024-25 school year.** To address this, 38 administrative positions were eliminated, and we identified \$9.5 million in reductions to our overall staffing budget. We also identified \$20 million in reductions to expenditures.
- **In 2025, we face an estimated \$30 million budget shortfall for the 2025-26 school year.** To address this, we have identified an estimated \$20 million from program cuts and reductions to our discretionary expenditures.



2025-26 Budget

Next Steps

- Final review of state budget implications on local districts
- Assess and determine if further reductions are needed
- Budget Hearing/Potential Adoption

2025-26 Budget

- ✓ Budget facts
- ✓ Frequently Asked Questions
- ✓ Guiding Principles
- ✓ Transparent and accurate information



<http://bit.ly/TPSBudget>

Coversheet

HUMAN RESOURCES UPDATE

| | |
|--------------------------|------------------------------------|
| Section: | III. Superintendent's Report |
| Item: | C. HUMAN RESOURCES UPDATE |
| Purpose: | FYI |
| Submitted by: | |
| Related Material: | 2025 STAFFING UPDATES_06-12-25.pdf |

Staffing Update

Board of Directors Meeting

Presenter: Steven Deaderick, Director of HR Operations

Date: June 12, 2025

2025-26 Staffing Overview

Certificated Staff

- **107** Displaced staff
- **14** CTE/SpEd transfers
- **105** Non-renewed, provisional

Staff with a **contract** for next school year.

Staff who currently **do not** have a contract next school year.

2025 Timeline

- **April 15:** Contracts Issued
- **April 17:** Round 1 displacement notification
- **May 2:** Round 1 placement notifications
- **May 14:** Non-renewal letter to provisional staff
- **May 15:** Round 2 displacement notification
- **May 30:** Round 2 placement
- **June 12:** Round 3 displacement notification
- **June 26:** Round 3 placement notifications



2025-26 Staffing Overview

Education Support Professionals

- **132** Displaced staff
- **57** new MTSS positions
- **10** new Playgroup positions

Staff with a position for next school year.

Total position eliminations next school year.

2025 Timeline

- **May 7:** Building and School Support ESP staff notified of displacement
- **May 30:** Montessori & Title I/LAP ESP staff notified of displacement
- **June 11:** ESP staff placed into MTSS positions
- **June 11:** new Playgroup positions posted, and Peer Inclusion ESP staff notified

2025-26 Staffing Overview

Office Professional/Professional Technical (OP/PT)

- **34** Displaced staff
- **20** new assignments

Staff with a
position for
next school
year.

Total position
eliminations
next school
year.

2025 Timeline

- **May 7:** Round 1 School OP/PT staff notified of displacement
- **May 14:** Round 1 Central office OP/PT staff notified of position displacements
- **June 12:** Round 2 School/Central office OP/PT staff notified of displacement



2025-26 Staffing Overview

Total staff impact as of 6/12/25

- **105** non-renewed provisional certificated staff (**pending**)
- **107** certificated staff displaced (**65 placed**)
- **14** CTE/SpEd certificated staff transferred
- **132** education support professionals cut
 - ✓ **57** new MTSS openings (**57 placed**)
 - ✓ **10** new Playgroup openings (**pending**)
- **34** OP/PT positions cut (**20 hired/placed**)
- **12** exempt/admin positions cut (**2 re-assigned**)

2025-26 SY

403 total impacted staff

- ✓ **200** with a position
- ✓ **203** without a position

Coversheet

OPTION 2: WRITTEN COMMENT

| | |
|--------------------------|--|
| Section: | V. Members of the Public Wishing to Address the Board |
| Item: | C. OPTION 2: WRITTEN COMMENT |
| Purpose: | FYI |
| Submitted by: | |
| Related Material: | J.Archibeque_Public.Comment_12June2025.pdf V.Clark_Public.Comment_06-12-25.pdf H.Juj_Public.Comment_06.12.25.pdf E.Tasick_Public.Comment_06-12-25.pdf |

Balancing the budget with transparency and equity

Author: Jennie Archibeque, parent and ESP

Hello Board members of TPS,

Today I would like to address the actions being used to “balance the budget deficit.” So far the tactics used have been whole programs cut and displacements of student facing staff members (teachers, ESPs, librarians, etc) which negatively impact our students. Beyond the displacements there has been virtually no transparency or professionalism granted to the staff and programs affected or the public for that matter. There has been ominous information that “more cuts are coming” but the district offices seem to be keeping those a surprise as well. The valuable staff you have allowed to be displaced will create holes in the school communities and continuity of student learning and safety while saving small amounts of money because they are the lowest pay grades of the district.

I implore the board and superintendent to be transparent, equitable and creative in balancing the budget. It has been said that TPS uses “market driven salaries” for admin. Do comparable districts have a 30 million dollar gap in funding as well? Do they also have many co- directors, 10 district admin, a deputy superintendent and large support team for the central administrators? Do we actually need all of these positions and extras like travel, large discretionary spending accounts and overnight retreats for administration or the board in a budget crisis? No we do not when the business of education should focus on actually educating students. After all, TPS has said repeatedly that staff is the largest part of the budget and I’m sure we can find places at CAB to take some of the reductions when their salaries and office budgets are incredibly high compared to the staff already displaced and slashed building budgets. Why aren’t furlough days, salary reductions, less expenditure allowances or consolidation of positions being done at CAB which would not harm our students daily learning and support? I’m sure the cost of living increase for administrators making \$200,000+ per year could have been eliminated this year to help balance the budget and not had a negative impact on their quality of life or ability to uphold their basic needs while freeing up money to save a few ESP or teaching positions who are integral to student success and safety.

Many of the TPS strategic goals and core values have not been honored by the cuts and displacements. Early learning is clearly not a priority in the restructuring for next year which removes programs and intervention staff. Operations goals including efficient business practices are not being met when there are so many repetitive administrator titles/ job overlap

and mistakes are made with the calculations of state funding per the presentation at the last board meeting. Partnerships are broken with the distrust sowed by lack of transparency or collaboration with parents and staff who work directly with students when program and staffing changes are proposed. Healthy and safe environments for students are not created when we are operating with bare bones staff in the buildings and removing long trusted staff while we have a bloated admin and admin support team at CAB. Academic excellence can not be achieved with less intervention, support, qualified ESPs and teachers at all levels and specialties. I urge you to do more than rubber stamp the reductions and ask for cuts to be made farther from the classrooms. You were voted in by Tacoma to be stewards of our district and hold decisions in check, we need to see you take that seriously while working for the good of the students by investing in student facing positions and programs instead of large spending at the district level.

Vera Clark

My name is vera and I am an 8th grader at hunt middle school. As i was progressing in middle school from 7th grade to 8th grade everyone told me to look forward to having Ms. Pineda as a teacher. Now she is one of my favorite teachers at our school and kids from 6th to 8th grade love her. I just found out that she has been displaced and as the current 7th graders are moving up, they won't have Ms. Pineda. Not only are you making more work for yourselves by having to hire a new teacher but students going into 8th grade who know Ms. Pineda will no longer be able to see their favorite teacher. Please take this into consideration. Thank you.

Name: Harbir Juj, MD, MPH, FAAP

Topic: District-wide policy on cell phone use in all TPS schools

My career as a pediatrician began in 2010, just before the widespread adoption of smartphones. As a society, we embraced this technology without fully understanding its impact on young, developing minds. The effects have been profound.

Ongoing screen and cell phone use has been linked to mental health disorders, sleep disturbance, addiction, delayed social skill development, and, increasingly, even high-frequency hearing loss. While limiting or eliminating cell phone use during the school day may not directly change behaviors at home, it could help mitigate many of these side effects.

In my clinic, I have observed the following concerning trends among patients:

- **Addiction:**

- Adolescents angrily storming out of exam rooms when discussing phone usage.
- Young school-aged children throwing tantrums when their phones are taken away.
- Preschoolers delaying toilet training because they refuse to put down their phones, opting instead to use pull-ups.
- Parents, who are business owners, expressing disappointment in recent graduates whose work ethic is compromised by constant phone usage.

- **Mental health: Anxiety and depression:**

- Patients with depression or anxiety showing measurable improvement when limiting screen time.
- A decline in objective mental health metrics when screen time suddenly increases.
- Many teens forgoing sleep to use their phones, further exacerbating their mental health symptoms.

- **Loss of social connection:**

- The most resilient patients tend to be those actively engaged in their communities—whether through sports, extracurricular activities, service work, church, etc.

- These students spend more time with peers, fostering a sense of belonging and community, which research increasingly identifies as a **Positive Childhood Experience (PCE)**—a key factor in building resilience into adulthood.
- Limiting phone usage at school could potentially give more students the opportunity to develop these positive connections, benefiting them throughout their lives.

If the district adopts a new policy, it presents an opportunity for our entire community to develop a shared language and understanding of how to navigate an increasingly technological world while centering children's needs. (I am asked often by parents: how do you limit screen time? I never dealt with this as a child, and I can't ask my own parents what they did). A great starting point would be promoting the **American Academy of Pediatrics Family Media Plan**—an evidence-based tool available in multiple languages. If all of us in Tacoma begin considering these strategies, discussing with them with one another, and learn from the experiences of each other we would build community simply by trying to do right by our children in this regard.

1. Positive Childhood Experiences one-pager: [BRFShandout2-18.pdf](#)
2. AAP Family Media Plan: [AAP Media Plan](#)
3. AAP and Media resources: [Media and Children](#)

Dear Superintendent Garcia and Members of the District Board,

I regret I cannot attend tonight's hearing, as I'm volunteering with the Hunt Middle School Booster Club—investing my own time to strengthen our schools. As a parent of students at Geiger Montessori and Hunt, I'm deeply committed to our district's success. Yet I am profoundly disappointed by this year's budget cuts—imposed without meaningful input—and alarmed by opaque budget reporting and poor communication that exploit volunteer goodwill and erode public trust.

Eliminating Educational Support Professionals at Geiger Montessori and slashing librarian hours at both schools directly undermines Tacoma's "Whole Child" philosophy. Montessori's self-directed, hands-on approach has transformed my daughter into a voracious reader and given my son a safe space to cultivate empathy and independence—qualities our modern economy demands. These gains depend on ESP and librarian support; removing them overloads teachers, shatters a nurturing environment, and risks accreditation.

Worse still, cutting critical instructional roles while recruiting athletic coaches highlights a troubling misalignment of priorities. Recurring multi-million-dollar shortfalls, coupled with opaque budgeting, point to fiscal mismanagement and a lack of transparency.

Over the past twelve months, the Board has repeatedly made unilateral decisions without regard for family needs. Most glaring was the shift to a pre-8:00 a.m. middle school start—designed to save roughly \$1 million without any transparent justification. Many middle schoolers still require significant parental support. Expecting children that age to begin their day earlier offers no educational benefit and only places added strain on parents and a 2:00 p.m. pickup is simply unrealistic for working families. This pattern of opaque, top-down choices blatantly ignores the real needs of both students and their families.

I urge the Board to:

1. Reinstate ESPs and librarians to preserve equitable, student-centered learning.
2. Publish clear, detailed budget reports to restore community trust.
3. Engage parents, teachers, and ESPs in all future staffing and scheduling decisions.

Only through transparent collaboration can we uphold Tacoma Public Schools' commitment to our children's education and well-being.

Sincerely,

Elizabeth Tasick

Geiger Montessori and Hunt Middle School Parent

Coversheet

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

| | |
|--------------------------|---|
| Section: | VI. Consent Agenda |
| Item: | A. APPROVAL OF MINUTES OF PREVIOUS MEETINGS |
| Purpose: | Approve Minutes |
| Submitted by: | |
| Related Material: | APPROVAL OF MAY 22 2025 BOARD MEETING MINUTES.pdf |



Board Business Meeting Meeting Minutes

The Tacoma Public Schools Board of Directors will meet for a Business Meeting on the date and time below in the 4th Floor Auditorium at the Central Administration Building. All regular board Business Meetings, Committee of the Whole and Study Session meetings are open public meetings and everyone is encouraged to attend. Executive sessions are closed to the public. Public parking and the main entrance are located on the west side of the building at South G Street.

| Live Streaming Open Meeting | In-Person Open Meeting |
|---|---|
| Rainier Connect Channel 25, Comcast Channel 26 or Live Link: bit.ly/goktpstv Broadcast and Recorded at www.youtube.com | Central Administration Building 601 South 8th Street Tacoma, WA 98405 4th Floor Auditorium |

Thursday, May 22, 2025 06:00 PM

1. CALL TO ORDER

The Board met in regular session on Thursday, May 8, 2025 in the fourth-floor auditorium of the Central Administration Building located at 601 South 8th Street in Tacoma, Washington.

2. FLAG SALUTE

The Pledge of Allegiance was recited.

3. LAND ACKNOWLEDGMENT

Board President Strozier read a statement to honor and acknowledge that we are on the traditional ancestral and historical lands of the Puyallup Tribe of Indians.

4. ROLL CALL

Directors Bonbright, Keating, Leon, McElroy, and Strozier were in attendance. Student representatives Constantine, Garcia-Arias, and Palaki were in attendance.

5. ADOPTION OF THE AGENDA

The agenda was approved as presented.

6. RECOGNITION OF STAFF, STUDENTS, AND COMMUNITY

6.1 RECOGNITION OF THE SHINING STAR COMMUNITY PARTNER AWARD TO ALLEN AME CHURCH

The Community Partnership Office presented the Shining Star Community Partner Award to community partner Allen AME Church.

6.2 RECOGNITION OF ADRIAN WINDSOR (SILAS HIGH SCHOOL) AS THE WIAA 3A BOYS STATE WRESTLING CHAMPION IN THE 113 WEIGHT CLASS

The Board of Directors recognized Adrian Windsor as the 3A Boys State Wrestling Champion in the 113 weight class.

6.3 RECOGNITION OF STUDENT BOARD REPRESENTATIVES FOR 2024-2025

The Board of Directors recognized the student representatives who served on the Board this Year: Senior representatives Esther Garcia-Arias (Lincoln High School) and Ana Palaki (Stadium High School) and Junior representative Emilia Constantine (Silas High School).

Representatives shared their thoughts about their time serving as student representatives and encouraged other students to try for the opportunity as well. Board directors also made comments of appreciation for their contributions to the Board's work this year.

7. SUPERINTENDENT'S REPORT

Superintendent Garcia shared the following:

- Updates on Spring high school sports, including that the Silas Girls Golf team won 3rd place in the state; Silas' soccer team will be playing in the championships; Lincoln, Mt. Tahoma, and Silas are having track and field events, and district's are coming up; Unified soccer teams are doing well, and some of our Fast Pitch teams are still in play. He gave a special shout-out to Stadium Tigers community (students, staff, and families) spring sports team for having a cumulative GPA of over a 3.2.
- He reminded students to be safe, to make smart decisions, and to talk to parents as the school year winds down with events like prom, etc. He reminded seniors that the school year is not over yet, so stay focused and finish strong.
- He congratulated Ms. Lynn Eisenhower who had her last performance as she's retiring.

7.1 STUDENT REPRESENTATIVES REPORT TO THE BOARD

Student Representative Palaki shared about Stadium's annual Memorial Day Assembly. There were 22 seniors who carried the wreaths of 11 Stadium alumni who have died in wars. - ♦ - Their Music Dept. had their final concerts, with several students earning scholarships to go on to college. - ♦ - She shared their pride for the athletes who will be competing in finals.

Student Representative Constantine (School of the Arts) shared about upcoming events, including the advanced dance, choir, orchestra and band performances and their last senior showcase in a few weeks. They also have their "Day in the Park," and Prom coming up.

Student Representative Garcia-Arias shared that Lincoln has their multicultural assembly coming up. It's been exciting to see students practicing. - ♦ - Their orchestra, choir, band and drum-line concerts are also being held soon. She's proud of students for the passion they put into these extracurricular cultural events. - ♦ - Several Science department students are working on STEAM justice projects (Science, Technology, Engineering Art, and Math) which will be presented at the Fred Hutchinson Cancer Research Institute in Seattle. - ♦ - The Girls' Flag Football Team will be traveling to China to showcase the sport. - ♦ - They will be having a "Soak a Senior" fundraiser on June 6th, as well as their Senior Awards Ceremony that evening. Their Moving Up Ceremony will be held June 13th. - ♦ - She also acknowledged the athletes who are competing at State in both Track and Golf.

8. STAFF REPORT TO THE BOARD

8.1 HEAD START: YEAR IN REVIEW

Director of Early Learning Rahl-Lewis shared accomplishments and next steps as part of the Head Start year in review. This year's Head Start Policy Council president, Ivett Jimenez, shared her experience of serving on the council this year.

8.2 2025-2026 BUDGET UPDATE

Chief Financial Officer Medina presented a 2025-2026 budget update.

9. MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE BOARD

The following members of the public gave spoken public comment:

- Joshua Barber, student, addressed the Board regarding his positive experience with the Beyond the Bell program.

The following members of the public addressed the Board regarding budget cuts/staffing concerns at all levels of the district. Many were particularly concerned about supports for special education/peer inclusion programs/support.

Spoken public comments were shared by:

- Students: Nolan, S. Ellawala, O. Gillick, S. Janzen, and L. Camandona
- Alicia Blakefield
- Nicki Eighmy
- Tabitha Plotke
- Jennifer Boutell
- Keri Madden
- Gwen Lewandowski
- Angel Morton
- Conner Griswold
- Kari Patrick
- Patricia Leo
- Christina Montaquin
- Jana Quiocho
- Angela Wallen
- Tiffany Roosien
- Michael Tobin

Written public comments were shared by:

- o S. Allen
- o Bennight family
- o Leah Coakley
- o Erica Coutsouridis
- o Margaret Foley
- o Igama family/Stanley PTA
- o C.K.
- o Becca Lewis
- o Kimberly Luna
- o Jeffrey Murtaugh
- o Dan Roscoe
- o R. Shakhramanov
- o Sherman parents
- o Rachelle Tichy
- o A. Virts
- o Liz Walle
- o Lindsay Willis
- o K.Z.

10. CONSENT AGENDA

Director McElroy moved that the Board of Directors approve the Consent Agenda as presented. Director Bonbright seconded the motion. A voice vote was called, and the chair declared the motion carried with a vote of 5 years.

10.1 APPROVAL OF MINUTES OF PREVIOUS MEETINGS

10.1.a APPROVAL OF THE MAY 8, 2025 BOARD MEETING MINUTES

10.1.b APPROVAL OF THE APRIL 17, 2025 STUDY SESSION MINUTES

10.2 APPROVAL OF WARRANTS

10.3 FINANCIAL STATEMENTS (UNAUDITED FINANCIAL REPORT)

10.4 INTERNATIONAL TRAVEL REQUESTS

10.5 FIELD TRIP REQUESTS

10.5.a APPROVAL OF OUT-OF-STATE FIELD TRIP REQUEST FOR LINCOLN HIGH SCHOOL BOYS' BASKETBALL TEAM TO MESA, ARIZONA, JUNE 19-22, 2025

10.5.b APPROVAL OF OUT-OF-STATE FIELD TRIP FROM LINCOLN HIGH SCHOOL TO ATLANTA, GEORGIA, JUNE 22-27, 2025

10.5.c APPROVAL OF OUT-OF-STATE FIELD TRIP REQUEST FOR STADIUM HIGH SCHOOL CHEERLEADERS TO CORVALLIS, OREGON, JULY 8-11, 2025

10.6 APPROVAL OF THE PERSONNEL RECOMMENDATIONS TO THE SUPERINTENDENT

10.7 OTHER

10.7.a APPROVAL OF ACCEPTANCE OF GRANT AWARDS, GIFTS, OR DONATIONS

11. POLICY MATTERS

There were no policy matters.

12. FINANCIAL REPORT

The district's next monthly financial report will be presented at the June 12, 2025 Board Business Meeting.

13. CURRICULUM AND INSTRUCTION

13.1 APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN BETHEL, CHIEF LESCHI, CLOVER PARK, FEDERAL WAY, FIFE, FRANKLIN PIERCE, ORTING, PENINSULA, PUYALLUP, STEILACOOM, SUMNER-BONNEY LAKE, UNIVERSITY PLACE, VASHON ISLAND, AND WHITE RIVER SCHOOL DISTRICTS AND TACOMA PUBLIC SCHOOL DISTRICT NO. 10 FROM JUNE 1, 2025 - AUGUST 31, 2035

Director Bonbright moved that the Board of Directors approve Interlocal Agreements between 14 school districts and Tacoma School District No. 10 for the Maritime|253 Skills Center from June 1, 2025 - August 31, 2035. Director McElroy seconded the motion. A voice vote was called, and the chair declared the motion carried with a vote of 5 years.

14. BUSINESS MATTERS

14.1 APPROVAL OF PAY TO PARTICIPATE FEE STRUCTURE FOR ATHLETICS PARTICIPATION

Director McElroy moved that the Board of Directors approve the implementation of the Pay to Participate fee structure beginning in the 2025–2026 school year, with exemptions for students qualifying for Free or Reduced Lunch and an annual family maximum fee cap. Director Keating seconded the motion. A voice vote was called, and the chair declared the motion carried with a vote of 5 yeas.

14.2 APPROVAL TO INCREASE WASHINGTON OFFICIALS ASSOCIATION PURCHASE ORDER #25430

Director Bonbright moved that the Board of Directors approve an increase of \$130,000 to the Purchase Order to account for ongoing athletic activities at the District's middle and high schools for the remainder of the 2024-2025 school year. Director Keating seconded the motion. A voice vote was called, and the chair declared the motion carried with a vote of 5 yeas.

14.3 APPROVAL TO PURCHASE PLAYGROUND EQUIPMENT AT LARCHMONT ELEMENTARY SCHOOL FROM GAMETIME C/O GREAT WESTERN RECREATION, LANDSCAPE STRUCTURES, MIRACLE PLAY AND BUELL RECREATION

Director Bonbright moved that the Board of Directors approve the purchase of playground equipment at Larchmont Elementary School from GameTime, Landscape Structures, Miracle Play, and/or Buell Recreation in the amount of \$200,000, excluding sales tax. Director Leon seconded the motion. A voice vote was called, and the chair declared the motion carried with a vote of 5 yeas.

14.4 APPROVAL OF AUTHORIZATION TO DEDICATED DEEDED LAND BETWEEN THE CITY OF TACOMA AND TACOMA SCHOOL DISTRICT NO.10 AS PART OF THE PERMITTING REQUIREMENTS FOR THE MODERNIZATION OF OAKLAND HIGH SCHOOL

Director McElroy moved that the Board of Directors approve transferring deed interest to the City of Tacoma for approximately 520 square feet for a portion of parcel No. 6445002381 to be used as public Right of Way. The authorization to dedicated deeded land between the City of Tacoma and Tacoma School District No. 10 as part of the permitting requirements for the modernization of Oakland High School. Director Keating seconded the motion. A voice vote was called, and the chair declared the motion carried with a vote of 5 yeas.

14.5 APPROVAL TO INCREASE FIRSTALT CONTRACT NO. TSD-24-147 FOR ALTERNATIVE VEHICLE TRANSPORTATION SERVICES

Director Keating moved that the Board of Directors approve the increase to FirstAlt contract No. TSD-24-147 in the amount of \$228,885.85 for alternative vehicle transportation services for the remainder of the 2024-2025 school year. Director Leon seconded the motion. A voice vote was called, and the chair declared the motion carried with a vote of 5 yeas.

15. OTHER BUSINESS

There was no "other business."

16. BOARD COMMENTS/REPORTS

Committee Reports:

- Director Bonbright shared about the recent quarterly JMAC (Joint Municipal Action Committee) meeting where they heard a recap of the legislative action enacted this session and the impacts that how they affect each of the agencies represented. She emphasized that TPS is not the only entity in our community struggling financially. They try to work together to support each other.

Community Events:

- Directors Strozier (who was a featured speaker) and Bonbright attended the Empowering Youth Tacoma luncheon, hosted by the College Success Foundation.
- Director Keating attended a workshop given at Silas High School by the Division of Vocational Rehabilitation to learn about programs available to help prepare graduating students who are on IEPs/504 plans for life beyond high school to be as successful as they can be.
- Director Bonbright attended the grand opening of the Patsy Suhr Place, a low income housing community for seniors 55 and older in the Lincoln District.

Updates/Comments:

- Director McElroy reminded graduating seniors who are wondering about cap decorations/cultural heritage to reach out to their school administrators/counselors to find out what's allowable. Superintendent Garcia added that every Indigenous student has a right to wear their native regalia as it is allowed by Washington State RCW. There will be staff at each ceremony to answer any questions or to lend supports to students. - ♦ - She thanked members of the public who gave public comment. She also reminded the public that serving on the School Board is an elected, volunteer position, and that they each do it because they care - they each have deep empathy for those here.
- Directors Keating and Bonbright attended the Indian Education Graduation Recognition ceremony, which is always very meaningful. Favorite parts of the event each year include seeing students' regalia from all the Tribes from across the country that are represented by TPS graduating students; the Blanket Ceremony where students and their nominated teacher or staff member are each wrapped in a blanket representing their particular tribe; and students receiving a beautiful hand-made and hand-painted drum, which are painted each year by Mr. George Zuniga, who was a former TPS student.
- Directors Leon and Bonbright held student listening sessions at Stadium and Silas High Schools to discuss what's important to

them such as mental health, their academics, etc. Director Leon also held a listening Session at Truman Middle School. Each listening session was held with a mix of male/female, and mix of grade levels from each school. There were no administrators or teachers in the room so students would feel that they could speak openly about pros/cons/critiques. They did share things they thought could be improved, but overall students feel that they have strong support from teachers and staff, strong in academics and that they feel safe and supported. They visited the CTE design lab at Truman, and the plant science program at Silas, and a foreign language class at Stadium. He thanked the staff and students who helped with these visits.

17. ANNOUNCEMENT OF NEXT REGULAR BOARD MEETINGS

June 12, 2025: Business Meeting

June 26, 2025: Business Meeting

July 10, 2025: Business Meeting

18. ADJOURNMENT

Board President Strozier adjourned the Board Business Meeting at 8:50PM.

19. EXECUTIVE SESSION

The Board met in Executive Session at 9:00PM. The purpose of the Executive Session was to review the performance of a public employee.

20. ADJOURNMENT OF EXECUTIVE SESSION

Board President Strozier adjourned the Executive Session at 9:27pm.

Coversheet

APPROVAL OF WARRANTS

| | |
|--------------------------|--------------------------|
| Section: | VI. Consent Agenda |
| Item: | B. APPROVAL OF WARRANTS |
| Purpose: | Vote |
| Submitted by: | |
| Related Material: | APPROVAL_OF_WARRANTS.pdf |



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF WARRANTS

Department

Business & Finance Division / Financial Services

Board Meeting Date

June 12, 2025

Background

Revised Code of Washington (RCW) 28A.330.080 requires that monies of such school districts shall be paid out only upon orders for warrants signed by the President, or a majority of the Board of Directors and countersigned by the Secretary. PROVIDED, that when, in the judgment of the Board of Directors, the orders for warrants issued by the district shall have reached such numbers that the signing of each warrant by the President personally imposes too great a task on the President; the Board of Directors, after auditing all payrolls and bills as provided by RCW 28A.330.090, may authorize the issuing of one general certificate to the County Treasurer, to be signed by the President, authorizing said Treasurer to pay all the warrants specified by date, number, name and amount, and the funds on which said warrants shall be drawn; thereupon the Secretary of said board shall be authorized to draw and sign said orders for warrants.

Current Consideration

Acceptance of these financial reports will provide the Board of Directors with financial information necessary for the proper financial management of the District. This standard consent agenda action item completes the statutory requirements.

Fiscal Implication

The District has a fiscal responsibility to provide timely payments to its employees and vendors in accordance with federal and state laws.

Recommendation

The Chief Financial Officer recommends that the Board of Directors approve the submission of one general certificate for authorization, and if authorized, approve expenditure of funds within accepted guidelines.

Strategic Benchmark

Academic Excellence; Partnerships; Early Learning; Safety

Approved By

Chief Financial Officer, Rosalind Medina

| FUND | DATE | INSTRUMENT NO. | AMOUNT |
|----------------------|----------|-----------------------|-----------------|
| Accounts Payable | 05/14/25 | 314845-314888 | \$345,474.88 |
| | 05/21/25 | 314972-315017 | \$524,798.30 |
| | 05/28/25 | 315023-315045 | \$381,032.07 |
| ACH Accounts Payable | 05/09/25 | -4014230--4014323 | \$2,471,838.20 |
| | 05/16/25 | -4014324--4014425 | \$12,101,030.46 |
| | 05/23/25 | -4014427--4014506 | \$3,365,068.88 |
| | 05/30/25 | -4014508--4014563 | \$781,833.45 |
| Manual Payroll | 05/20/25 | 314889-314971 | \$54,521.98 |
| | 05/21/25 | 315018-315020 | \$5,334.66 |
| | 05/22/25 | 315021-315022 | \$4,222.94 |
| ACH Payroll | 05/05/25 | -239652534--239678698 | \$10,573,518.07 |
| | 05/20/25 | -241329566--241355542 | \$11,083,770.01 |

*ACH instrument numbers are system reference numbers only and may not appear in consecutive order

TACOMA SCHOOL DISTRICT NO. 10

TO THE TREASURER OF PIERCE COUNTY:

You are hereby authorized to pay all the following warrants, specified by date, fund and amount as drawn and signed by the Secretary of the Tacoma School District No. 10.

Board of Directors

Board President

Date of Approval

| FUND | DATE | INSTRUMENT NO. | AMOUNT |
|------------------|----------|----------------|--------------|
| Accounts Payable | 05/14/25 | 314845-314888 | \$345,474.88 |

| FUND | DATE | INSTRUMENT NO. | AMOUNT |
|----------------------|----------|-----------------------|-----------------|
| | 05/21/25 | 314972-315017 | \$524,798.30 |
| | 05/28/25 | 315023-315045 | \$381,032.07 |
| ACH Accounts Payable | 05/09/25 | -4014230--4014323 | \$2,471,838.20 |
| | 05/16/25 | -4014324--4014425 | \$12,101,030.46 |
| | 05/23/25 | -4014427--4014506 | \$3,365,068.88 |
| | 05/30/25 | -4014508--4014563 | \$781,833.45 |
| Manual Payroll | 05/20/25 | 314889-314971 | \$54,521.98 |
| | 05/21/25 | 315018-315020 | \$5,334.66 |
| | 05/22/25 | 315021-315022 | \$4,222.94 |
| ACH Payroll | 05/05/25 | -239652534--239678698 | \$10,573,518.07 |
| | 05/20/25 | -241329566--241355542 | \$11,083,770.01 |

* ACH instrument numbers are system reference numbers only and may not appear in consecutive order

I, the undersigned do hereby certify under penalty of perjury that the materials have been furnished, the services rendered and/or the labor performed as described herein, and the claim is a just, due and unpaid obligation against Tacoma School District No. 10, and that I am authorized to authenticate and certify to said claim.

We, your Committee on Auditing and Finance, have audited and approved the following described claims and payrolls and recommend the issuance of the following warrants and wire transfer authorization:

Chief Financial Officer

Date of Approval

Committee on Auditing & Finance

Coversheet

FIELD TRIP REQUESTS

Section: VI. Consent Agenda
Item: E. FIELD TRIP REQUESTS
Purpose: Vote
Submitted by:
Related Material:
FIELD TRIP FOR SILAS AND MT. TAHOMA HIGH SCHOOL TO EUGENE, OREGON.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF OUT-OF-STATE FIELD TRIP FOR SILAS AND MT. TAHOMA HIGH SCHOOL TO EUGENE, OREGON FROM JUNE 19, 2025 - JUNE 21, 2025.

Department

Athletics & Activities

Board Meeting Date

June 12, 2025

Background

8 Silas High School students and 12 Mt. Tahoma School student through dedication, excellence, and sportsmanship have excelled in track and field achieving the honor of attending and participating in the Nike Outdoor Nationals High School Track & Field Championships. The National Scholastic Athletics Foundation and Nike, along with USA Track & Field, and TrackTown USA, will host the event at the University of Oregon's Hayward Field. Featuring a variety of track and field events, this opportunity allows athletes to showcase their talents at an event that represents the pinnacle of youth track and field competitions. all registered athletes will receive a commemorative, custom Nike jacket, and all registered relay teams will receive a celebratory custom baton which includes the teams' name.

Current Consideration

It is requested that the Board of Directors approve the out-of-state travel for 8 Silas High School and 12 Mt. Tahoma High School track and field athletes and 8 chaperones to participate in the Nike Outdoor Nationals High School Track & Field Championships in Eugene, Oregon, June 19, 2025 - June 21, 2025.

Fiscal Implication

The estimated cost is: \$740.00 for Silas High School and \$3400.00 for Mt. Tahoma High School. ASB funds will be used to cover expenses.

Recommendation

The Deputy Superintendent, on behalf of the Director of Athletics and Activities recommends that the Board of Directors approve the out-of-state travel for 8 Silas High School students, 12 Mt. Tahoma High School students, and 8 chaperones to compete in the Nike Outdoor Nationals High School Track & Field Championships in Eugene, Oregon from June 19, 2025 - June 21, 2025 [Funding Source: ASB Funds].

Strategic Benchmark

Academic Excellence

Approved By

Deputy Superintendent
Lisa A. Nolan, Ph.D.

Coversheet

APPROVAL OF THE PERSONNEL RECOMMENDATIONS TO THE SUPERINTENDENT

Section: VI. Consent Agenda
Item: F. APPROVAL OF THE PERSONNEL RECOMMENDATIONS TO THE
SUPERINTENDENT
Purpose: Vote
Submitted by:
Related Material:
APPROVAL OF PERSONNEL RECOMMENDATIONS TO THE SUPERINTENDENT.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF THE PERSONNEL RECOMMENDATIONS TO THE SUPERINTENDENT.

Department

Human Resources

Board Meeting Date

June 12, 2025

Background

Current Consideration

Under RCW 28A.405.220, provisional employees who are notified that their contracts will not be renewed have the right to request an informal meeting with the Superintendent. During this meeting, they can challenge the facts that led to the Superintendent's decision and present arguments for reconsideration. Four provisional employees requested such meetings, which took place in May and early June. The Superintendent's memorandums recommending nonrenewal are included at the end of the report.

Fiscal Implication

Recommendation

The Assistant Superintendent of Human Resources recommends that the Board of Directors approve the personnel recommendations to the Superintendent for the June 12, 2025 Board meeting, and approve the Superintendent's recommendation to nonrenew the identified provisional employees pursuant to RCW 28A.405.220.

Strategic Benchmark

Approved By

Assistant Superintendent of Human Resources, Renee Trueblood

**PERSONNEL RECOMMENDATIONS TO THE SUPERINTENDENT
TACOMA PUBLIC SCHOOLS
School Board Meeting - June 12, 2025**

MEMORANDUM

Date: June 12, 2025

To: Joshua J. Garcia, Superintendent

From: Renee Trueblood, Assistant Superintendent, Human Resources

It is recommended that the actions on the following employees be approved, effective as indicated.

POSITION ELIMINATIONS

| <u>Position</u> | <u>FTE</u> | <u>Anticipated Effective Date</u> |
|---------------------------------|-------------------|--|
| Assistant Director, Whole Child | 1.0000 | 06/30/2025 |

EXEMPT RECOMMENDATIONS

Promotion

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|-------------------------------|-------------------|---------------------------------|--|
| Paasch, Kelsey | CAB | Coordinator, Student Services | 1.0000 | Continuing | 07/01/2025 |

CERTIFICATED RECOMMENDATIONS

Separation of Employment - Resignation

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|------------------------|-------------------|---------------------------------|--|
| Kelly, Colin | Lincoln | Dean of Students | 1.0000 | Continuing | 06/30/2025 |
| Kerrigan, Stacy | Manitou | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Puryear, Ulrike | Giaudrone | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Stella, Jessica | SAMI | TOSA | 1.0000 | Continuing | 06/30/2025 |

Separation of Employment - Retirement

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|------------------------|-------------------|---------------------------------|--|
| Cripe, David | Truman | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Merrill, Rebecca | Mt Tahoma | Teacher HS | 1.0000 | Continuing | 08/31/2025 |

Separation of Employment - Nonrenewal of Provisional Contract (Budget Reductions)

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|-------------------------------|------------------------|---------------------------|-------------------|---------------------------------|--|
| Akamatsu, Gwendolyn | Sheridan | Nurse | 0.7000 | Continuing | 08/31/2025 |
| Alexander, Amanda | Larchmont | Counselor Elementary | 1.0000 | Continuing | 08/31/2025 |
| An, Phillip | Fern Hill | Teacher 4-5 | 1.0000 | Continuing | 08/31/2025 |
| Armbruster, Kaitlyn | Manitou Pk | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Asplund, Jacob | Willie Stewart | Teacher Reengagement | 1.0000 | Continuing | 08/31/2025 |
| Atherton, Amy | Travis | Teacher 4-5 | 1.0000 | Continuing | 08/31/2025 |
| Austin, Kaylah | Blix | School Librarian | 0.6000 | Continuing | 08/31/2025 |
| Bagdanov, Marie | Stadium | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Berntsen, Christopher | Blix | Teacher TK | 1.0000 | Continuing | 08/31/2025 |
| Bianco, Tarynn | Travis | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Bogden, Peter | Arlington | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Brooks, Abigayle | Giaudrone | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Butler, Amanda | Lister | Teacher Title I | 0.5000 | Continuing | 08/31/2025 |
| Caldwell, Katrina | Stadium | Counselor Secondary | 1.0000 | Continuing | 08/31/2025 |
| Clark, Tara | Lincoln | Teacher HS CTE | 1.0000 | Continuing | 08/31/2025 |
| Clemensen, Melissa | Whittier | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Clousing, Kristy | Geiger | Teacher Elem PE/Music | 0.4000 | Continuing | 08/31/2025 |
| Colleran, Angela | Geiger | Counselor Elementary | 0.7500 | Continuing | 08/31/2025 |
| Cornejo-Pina, Alicia | DeLong | Teacher TK | 1.0000 | Continuing | 08/31/2025 |
| Cox, Toni | IDEA | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Creer, Adrienne | Roosevelt | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Cruz-Rosario, Marlene | DeLong | Teacher Special Education | 1.0000 | Continuing | 08/31/2025 |
| Cubillas, Manuel | Truman | Counselor Secondary | 1.0000 | Continuing | 08/31/2025 |
| deCastro-De Los Reyes, Bianca | Lyon | Teacher Special Education | 1.0000 | Continuing | 08/31/2025 |
| Erasto-Garcia, Jesus | Lincoln | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Fakatoufifita, Malia | Fawcett | Teacher 4-5 | 1.0000 | Continuing | 08/31/2025 |
| Farver, Courtney | Foss | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Flores, Monica | Foss | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Flores, Rafael | Giaudrone | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Fredricks, Carl | CAB | Teacher Bilingual/ESL | 1.0000 | Continuing | 08/31/2025 |

| | | | | | |
|------------------------------|--------------|-----------------------------|--------|------------|------------|
| Freeman, Holly | Edison | School Librarian | 1.0000 | Continuing | 08/31/2025 |
| Geffen, Kerry | Crescent Hts | Counselor Elementary | 0.4000 | Continuing | 08/31/2025 |
| Gilbert, Keavy | Roosevelt | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Gorman, DeVonte | Meeker | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Hall, Dylan | TOL | Teacher HS CTE | 1.0000 | Continuing | 08/31/2025 |
| Hanson, Rylee | Gray | Counselor Secondary | 1.0000 | Continuing | 08/31/2025 |
| Harpel-McGaw, Whittaker | Fern Hill | Teacher Elem Voc Music | 1.0000 | Continuing | 08/31/2025 |
| Henderson, Robert | Lincoln | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Hentschke-McDonald, Ute-Anja | Geiger | Teacher 4-5 | 1.0000 | Continuing | 08/31/2025 |
| Herrera, Yesenia | Sheridan | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Hill, Zachary | Baker | Teacher Special Education | 1.0000 | Continuing | 08/31/2025 |
| Hodge, Rebecca | Edison | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Hoffer, Crystal | Fawcett | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Humann, Kamrey | Lincoln | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Isiordia, Diana | Arlington | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Jadwin, Monica | Birney | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Johnston, Scott | Reed | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Julian, Jeaneau | Manitou Pk | Teacher Elem Voc Music | 1.0000 | Continuing | 08/31/2025 |
| Kimmel, Amy | Silas | Teacher HS CTE | 1.0000 | Continuing | 08/31/2025 |
| Korn, James | Lincoln | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Larios, Christopher | First Creek | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Le, Vincent | SOTA | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Little, Chloe | Mann | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Lloyd Wagner, Amy | Baker | Teacher Bilingual/ESL | 1.0000 | Continuing | 08/31/2025 |
| Love, Justice | Fern Hill | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Mancilla, Sergio | Stewart | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Matz, Catherine | Edison | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| McAlister, Sarah | Larchmont | Teacher 4-5 | 1.0000 | Continuing | 08/31/2025 |
| McCormick, Janelle | Pt Defiance | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| McCoy, Autumn | Lister | Teacher 4-5 | 1.0000 | Continuing | 08/31/2025 |
| McCullough, Julianne | Stafford | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| McKee, Mary | SAMI | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| McNaughton, Liane | Geiger | Counselor Elementary | 1.0000 | Continuing | 08/31/2025 |
| Merwin, Kathryn | IDEA School | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Miller, Nathaniel | Gray | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Mitchell, Keith | Remann Hall | Learning Specialist | 1.0000 | Continuing | 08/31/2025 |
| Molinero, Dolores | Boze | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| More, Lori | Stewart | Counselor Secondary | 1.0000 | Continuing | 08/31/2025 |
| Munsey, Kristin | Stewart | Teacher LAP Interventionist | 1.0000 | Continuing | 08/31/2025 |
| Navato, Olivia | Larchmont | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |

| | | | | | |
|--------------------|--------------|---------------------------|--------|------------|------------|
| Peak, Cassie | Lister | Teacher PS | 1.0000 | Continuing | 08/31/2025 |
| Pineda, Olivia | Hunt | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Pliler, Jeremy | Boze | Counselor Elementary | 0.6000 | Continuing | 08/31/2025 |
| Pluim, David | Stadium | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Razzaq, Darlene | Baker | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Reier, River | Wainwright | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Renfro, Sarah | Bryant | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Rice, Luke | SOTA | Teacher HS | 1.0000 | Continuing | 08/31/2025 |
| Robert, Spencer | Truman | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Rojas, Andrea | Fern Hill | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Rojas, Diego | Stewart | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Roseboro, Mikayla | First Creek | Teacher MS | 0.8000 | Continuing | 08/31/2025 |
| Ruchti, Amber | Crescent Hts | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Russell, Sean | NE Tacoma | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Ryan, Christyn | Blix | Teacher Elem Music | 1.0000 | Continuing | 08/31/2025 |
| Scardina, Mia | First Creek | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Schrenk, Laura | Meeker | Counselor Secondary | 1.0000 | Continuing | 08/31/2025 |
| Shaffer, Jacob | Franklin | Teacher Elem Voc Music | 1.0000 | Continuing | 08/31/2025 |
| Sharrow, Megan | Gray | Teacher MS | 1.0000 | Continuing | 08/31/2025 |
| Shelby, Robert | Mt Tahoma | Teacher HS CTE | 0.8000 | Continuing | 08/31/2025 |
| Shin, Hyesong | Travis | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Smeall, Kimberly | Arlington | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Smit, Julia | Lowell | Teacher 4-5 | 1.0000 | Continuing | 08/31/2025 |
| Southard, Coral | Gray | Teacher MS | 0.4000 | Continuing | 08/31/2025 |
| Spain, Greene | Bryant | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Steele, Katherine | NE Tacoma | Teacher Special Education | 1.0000 | Continuing | 08/31/2025 |
| Taniguchi, Elysia | Fawcett | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Taylor, Sarah | Travis | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Thompson, Jalani | Lincoln | Teacher HS/Title I | 1.0000 | Continuing | 08/31/2025 |
| Tipton, Jeff | Fawcett | Teacher Special Education | 1.0000 | Continuing | 08/31/2025 |
| Wanner, Alyssa | Skyline | School Librarian | 1.0000 | Continuing | 08/31/2025 |
| Wildaire, Hudson | Reed | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Wiltbank, Victoria | Reed | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Worrell, Ryan | Travis | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |
| Wright, Stacey | Manitou Pk | Teacher K-3 | 1.0000 | Continuing | 08/31/2025 |

CLASSIFIED RECOMMENDATIONS**Separation of Employment - Resignation**

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|------------------------------|-------------------|---------------------------------|--|
| Bautista, Lillian | Whitman | ESP Special Education | 0.8125 | Regular | 08/31/2025 |
| Brown, Joshua | Foss | ESP Special Education | 0.8125 | Regular | 06/06/2025 |
| Burnett, Debra | CBT | ESP Special Education | 0.8125 | Regular | 06/01/2025 |
| Canfield, Jennifer | Lister | ESP Special Education PS 1:1 | 0.3500 | Regular | 05/29/2025 |
| Carrillo, Grant | Foss | ESP Special Education 1:1 | 0.8125 | Regular | 08/31/2025 |
| Farbarik, Mitchell | Stadium | ESP Special Education 1:1 | 0.8125 | Regular | 05/30/2025 |
| Glidden, Charli | Skyline | ESP Special Education 1:1 | 0.8125 | Regular | 06/20/2025 |
| Harrison, Derek | B&G Maintenance | Plumber/Pipefitter | 1.0000 | Regular | 05/19/2025 |
| Johnson, Yalonda | Baker | ESP Special Education | 0.8125 | Regular | 06/20/2025 |
| O'Leary, Janet | Nutrition Services | Nutrition Services Helper | 0.4688 | Regular | 05/27/2025 |
| Riddle, Meghan | Mt Tahoma | ESP Special Education | 0.8125 | Regular | 08/19/2025 |

Separation of Employment - Retirement

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|------------------------|-------------------|---------------------------------|--|
| Mealeaga, Tafaoata | Transportation | Bus Driver | 1.0000 | Regular | 09/30/2025 |

Separation of Employment - End of Temporary Assignment

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|------------------------|-------------------|---------------------------------|--|
| Price, Teresa | Fern Hill | Office Coordinator | 1.0000 | Temporary | 05/31/2025 |

Separation of Employment - Deceased

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|------------------------|-------------------|---------------------------------|--|
| Howard, Sylvia | Oakland | Office Manager HS Alts | 1.0000 | Regular | 05/25/2025 |

Separation of Employment - Termination

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>FTE</u> | <u>Employment Status</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|------------------------|-------------------|---------------------------------|--|
| Barber, Makiba | Jefferson | ESP Special Education | 0.8125 | Regular | 06/13/2025 |

SUBSTITUTE & NON-REGULAR RECOMMENDATIONS**Hire**

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>Anticipated Effective Date</u> |
|-------------------------|------------------------|-------------------------------|--|
| Carballo, Camila | CAB | Substitute Teacher | 05/19/2025 |
| Clark, Jasmine | Transportation | Substitute Bus Driver | 05/09/2025 |
| Dees, Katrina | CAB | Substitute Teacher | 05/07/2025 |
| Gonzalez, Olivia | CAB | Substitute Teacher | 05/21/2025 |
| Grace, Nicole | CAB | Substitute ESP | 05/14/2025 |
| Lines, Allison | CAB | Substitute Teacher | 05/14/2025 |
| Myklegard, Mae | CAB | Substitute Teacher | 05/14/2025 |
| Phan, Rickey | CAB | Substitute Teacher | 05/19/2025 |
| Sanchez Moran, Lizzet | Nutrition Services | Substitute Nutrition Services | 05/08/2025 |
| Shakhramanov, Brittany | CAB | Substitute ESP | 05/09/2025 |
| Sibbett, Daniel | Nutrition Services | Substitute Nutrition Services | 05/09/2025 |
| Smith-Kleckley, Amarion | CAB | Substitute ESP | 05/14/2025 |
| Vaughn, Ayjanai | CAB | Substitute ESP | 05/14/2025 |

Rehire

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|------------------------|--|
| Bakke, Ellen | CAB | Substitute Para | 05/07/2025 |
| Burns, Brenna | CAB | Substitute Para | 05/07/2025 |
| Nichols, Kimberly | CAB | Substitute Teacher | 05/21/2025 |

Separation of Employment - Resignation

| <u>Name</u> | <u>Location</u> | <u>Position</u> | <u>Anticipated Effective Date</u> |
|--------------------|------------------------|----------------------------|--|
| Ray, Earl | CAB | Substitute Teacher | 05/13/2025 |
| Slaughter, Janise | CAB | Substitute Campus Security | 05/12/2025 |
| Wesley, Preston | CAB | Substitute Campus Security | 05/14/2025 |
| Williams, Diondre | Stadium | Assistant Coach Basketball | 04/21/2025 |

**Superintendent's Office**

Joshua J. Garcia, Ed.D., Superintendent

p: 253-571-1010

f: 253-571-1440

jgarcia2@tacoma.k12.wa.us

tacomaschools.org

DATE: June 3, 2025

TO: Tacoma School District Board of Directors

FROM: Joshua J. Garcia, Superintendent

RE: Superintendent's Report on the Conclusion from Informal Meeting with Amy Lloyd Wagner

CC: Amy Lloyd Wagner, Teacher, Baker Middle School
Angel Morton, President, Tacoma Education Association
Personnel File

On Monday, June 2, 2025, I met with provisional certificated staff member Amy Lloyd Wagner who requested an informal meeting pursuant to RCW 28A.405.220. Also attending the meeting were Renee Trueblood, Assistant Superintendent of Human Resources, and Angel Morton, TEA President. Ms. Lloyd Wagner was notified on May 14, 2025, that her provisional employment contract would not be renewed for the 2025-2026 school year based upon budget shortfall and program changes.

At this meeting, Ms. Lloyd Wagner was provided an opportunity to refute any facts upon which my determination to non-renew was based and to make any argument in support of her request for reconsideration. Ms. Lloyd Wagner highlighted her dedication to Tacoma Public Schools as well as data surrounding improved outcomes for Multi-Language Learners at Baker Middle School.

Regardless of any individual circumstances, the District must prioritize at this time the placement of non-provisional contracted teachers into certificated positions due to displacements of more senior staff. The District has carefully considered the placement of staff for next year based upon seniority, qualifications, endorsements and program needs. Because the District needs to reduce the number of certificated staff, it is with regret that I must recommend that the Board uphold my decision to non-renew Ms. Lloyd Wagner. The District will prioritize rehiring non-renewed, fully certificated provisional staff before any external applicants are considered. When making rehire decisions for an open position, the Human Resources Department will carefully evaluate the grade level and content needs of that school, and will also take into consideration the endorsement, certification, and seniority of each impacted staff member.

This memo shall serve as my written report recommending that Amy Lloyd Wagner should have her employment contract nonrenewed under RCW 28A.405.220. Ms. Lloyd Wagner, along with other provisional staff who are being nonrenewed, will be listed on the personnel report at the next scheduled board meeting, June 12, 2025. In acting upon this recommendation, you should consider any written communication which may be filed with the secretary of the board at any time prior to that meeting.

enc. RCW 28A.405.220

**Superintendent's Office**

Joshua J. Garcia, Ed.D., Superintendent

p: 253-571-1010

f: 253-571-1440

jgarcia2@tacoma.k12.wa.us

tacomaschools.org

DATE: June 3, 2025

TO: Tacoma School District Board of Directors

FROM: Joshua J. Garcia, Superintendent

RE: Superintendent's Report on the Conclusion from Informal Meeting with Darlene Razzaq

CC: Darlene Razzaq, Teacher, Baker Middle School
Angel Morton, President, Tacoma Education Association
Personnel File

On Monday, June 2, 2025, I met with provisional certificated staff member Darlene Razzaq who requested an informal meeting pursuant to RCW 28A.405.220. Also attending the meeting were Renee Trueblood, Assistant Superintendent of Human Resources, and Angel Morton, TEA President. Ms. Razzaq was notified on May 14, 2025, that her provisional employment contract would not be renewed for the 2025-2026 school year based upon budget shortfall and program changes.

At this meeting, Ms. Razzaq was provided an opportunity to refute any facts upon which my determination to non-renew was based and to make any argument in support of her request for reconsideration. Ms. Razzaq highlighted her dedication to Tacoma Public Schools as well as the fact that she is a proud product of Tacoma Public Schools and a graduate of Silas High School (Wilson).

Regardless of any individual circumstances, the District must prioritize at this time the placement of non-provisional contracted teachers into certificated positions due to displacements of more senior staff. The District has carefully considered the placement of staff for next year based upon seniority, qualifications, endorsements and program needs. Because the District needs to reduce the number of certificated staff, it is with regret that I must recommend that the Board uphold my decision to non-renew Ms. Razzaq. The District will prioritize rehiring non-renewed, fully certificated provisional staff before any external applicants are considered. When making rehire decisions for an open position, the Human Resources Department will carefully evaluate the grade level and content needs of that school, and will also take into consideration the endorsement, certification, and seniority of each impacted staff member.

This memo shall serve as my written report recommending that Darlene Razzaq should have her employment contract nonrenewed under RCW 28A.405.220. Ms. Razzaq, along with other provisional staff who are being nonrenewed, will be listed on the personnel report at the next scheduled board meeting, June 12, 2025. In acting upon this recommendation, you should consider any written communication which may be filed with the secretary of the board at any time prior to that meeting.

enc. RCW 28A.405.220

**Superintendent's Office**

Joshua J. Garcia, Ed.D., Superintendent

p: 253-571-1010

f: 253-571-1440

jgarcia2@tacoma.k12.wa.us

tacomaschools.org

DATE: May 28, 2025

TO: Tacoma School District Board of Directors

FROM: Joshua J. Garcia, Superintendent

RE: Superintendent's Report on the Conclusion from Informal Meeting with Dr. Christyn Ryan

CC: Dr. Christyn Ryan christynpnw@yahoo.com
 Angel Morton, President, Tacoma Education Association
 Personnel File

On Thursday, May 22, 2025, I met with provisional certificated staff member Dr. Christyn Ryan who requested an informal meeting pursuant to RCW 28A.405.220. Also attending the meeting were Renee Trueblood, Assistant Superintendent of Human Resources and Angel Morton, TEA President. Dr. Ryan was notified on May 14, 2025, that her provisional employment contract would not be renewed for the 2025-2026 school year based upon budget shortfall and program changes.

At this meeting, Dr. Ryan was provided an opportunity to refute any facts upon which my determination to non-renew was based and to make any argument in support of her request for reconsideration. Dr. Ryan raised some concerns about her current leave status and her ability to return to work this year. Ms. Trueblood confirmed that while at one point, Dr. Ryan requested to return from leave, she subsequently confirmed in email that she decided to remain on leave for the remainder of the school year.

Regardless of any individual circumstances, the District must prioritize at this time the placement of non-provisional contracted teachers into certificated positions due to displacements of more senior staff. The District has carefully considered the placement of staff for next year based upon seniority, qualifications, endorsements and program needs. Because the District needs to reduce the number of certificated staff, it is with regret that I must recommend that the Board uphold my decision to non-renew Dr. Ryan. The District will prioritize rehiring non-renewed, fully certificated provisional staff before any external applicants are considered. When making rehire decisions for an open position, the Human Resources Department will carefully evaluate the grade level and content needs of that school, and will also take into consideration the endorsement, certification, and seniority of each impacted staff member.

This memo shall serve as my written report recommending that Dr. Ryan should have her employment contract nonrenewed under RCW 28A.405.220. Dr. Ryan, along with other provisional staff who are being nonrenewed, will be listed on the personnel report at the next scheduled board meeting, June 12, 2025. In acting upon this recommendation, you should consider any written communication which may be filed with the secretary of the board at any time prior to that meeting.

enc. RCW 28A.405.220

**Superintendent's Office**

Joshua J. Garcia, Ed.D., Superintendent

p: 253-571-1010

f: 253-571-1440

jgarcia2@tacoma.k12.wa.us

tacomaschools.org

DATE: June 2, 2025

TO: Tacoma School District Board of Directors

FROM: Joshua J. Garcia, Superintendent

RE: Superintendent's Report on the Conclusion from Informal Meeting with Julia Smit

CC: Julia Smit, Teacher, Lowell Elementary
 Angel Morton, President, Tacoma Education Association
 Personnel File

On Wednesday, May 28, 2025, I met with provisional certificated staff member Julia Smit who requested an informal meeting pursuant to RCW 28A.405.220. Also attending the meeting were Dr. Forrest Griek, Director of Labor Relations & Whole Educator Support, and Angel Morton, TEA President. Ms. Smit was notified on May 14, 2025, that her provisional employment contract would not be renewed for the 2025-2026 school year based upon budget shortfall and program changes.

At this meeting, Ms. Smit was provided an opportunity to refute any facts upon which my determination to non-renew was based and to make any argument in support of her request for reconsideration. Ms. Smit highlighted her extensive out-of-state teaching experience and her distinguished evaluations from Principal Josh Benedict at Lowell Elementary.

Regardless of any individual circumstances, the District must prioritize at this time the placement of non-provisional contracted teachers into certificated positions due to displacements of more senior staff. The District has carefully considered the placement of staff for next year based upon seniority, qualifications, endorsements and program needs. Because the District needs to reduce the number of certificated staff, it is with regret that I must recommend that the Board uphold my decision to non-renew Ms. Smit. The District will prioritize rehiring non-renewed, fully certificated provisional staff before any external applicants are considered. When making rehire decisions for an open position, the Human Resources Department will carefully evaluate the grade level and content needs of that school, and will also take into consideration the endorsement, certification, and seniority of each impacted staff member.

This memo shall serve as my written report recommending that Ms. Smit should have her employment contract nonrenewed under RCW 28A.405.220. Ms. Smit, along with other provisional staff who are being nonrenewed, will be listed on the personnel report at the next scheduled board meeting, June 12, 2025. In acting upon this recommendation, you should consider any written communication which may be filed with the secretary of the board at any time prior to that meeting.

enc. RCW 28A.405.220

Coversheet

OTHER

Section: VI. Consent Agenda

Item: G. OTHER

Purpose: Vote

Submitted by:

Related Material:

APPROVAL OF ACCEPTANCE OF GRANTS, GIFTS, AND DONATIONS.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF ACCEPTANCE OF GRANTS, GIFTS, AND DONATIONS

Department

Business & Finance Division

Board Meeting Date

June 12, 2025

Background

Tacoma Public Schools pursues and manages competitive and formula-driven grant funding from federal, state, local government, non-profit, and private funding sources to fuel our innovative programs. Additionally, the District may accept gifts or donations in support of school programs and activities. Board Policies 2104, 6114, and 6130 guide the acceptance of grants and gifts. As required by Board Policy 2104, Board approval of acceptance is requested for the following grants, gifts, or donations valued at \$50,000 or greater.

Current Consideration

Approval of acceptance is requested for grants, gifts, and donations detailed in the attached report.

Fiscal Implication

Request for acceptance of funds and resources provided by external partners provides transparency for the Board of Directors regarding the District's financial responsibilities and ensures appropriate oversight and alignment with the District's programs and goals. This standard consent agenda action item satisfies Board Policy requirements.

Recommendation

The Chief Financial Officer recommends that the Board of Directors approve acceptance of the included grants, gifts, or donations, and approve the expenditure of funds within accepted guidelines.

Strategic Benchmark

Partnerships

Approved By

Chief Financial Officer, Rosalind Medina

Tacoma Public Schools | Grants Office

Approval of Acceptance Request

Grants, Gifts, and Donations for Current Consideration

Board of Directors Business Meeting | June 12, 2025

| Funder | Award Title | Description | Value | Indirect Cost % | Cost Share | Duration* | Department | Administrator |
|------------------------------|---|---|--------------|------------------------------------|------------|------------------|--------------------------|---------------|
| Cascade Bicycle Club / WSDOT | <i>Let's Go!</i> In-Class Bicycle Education Program | To continue and expand an in-school bicycle and pedestrian safety program for elementary and middle school students | \$182,304.78 | 14% of modified total direct costs | No | 7/1/25 – 6/30/26 | Curriculum & Instruction | Angie Neville |

*Due to routine irregularity in timing between the availability of a complete award agreement and the start date on which funded activities may begin, award duration may commence prior to Board approval of acceptance. To ensure appropriate responsiveness to funder and funded project timeline requirements, the District may find it necessary to execute an award agreement prior to receipt of Board approval of acceptance. In such instances, the Board maintains the right to deny acceptance. Should the Board approve acceptance with conditions, the Grants Office will collaborate with the funder to realize revised, mutually agreeable terms. Should the Board deny acceptance in full, the Grants Office will terminate the award agreement while collaborating with the funder and affected stakeholders to minimize impacts.

Coversheet

FIRST READING OF POLICY 3207: PROHIBITION OF HARASSMENT, INTIMIDATION, AND BULLYING

Section: VII. Policy Matters
Item: A. FIRST READING OF POLICY 3207: PROHIBITION OF
HARASSMENT, INTIMIDATION, AND BULLYING
Purpose: FYI
Submitted by:
Related Material: FIRST READING OF REVISED POLICY 3207.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

FIRST READING OF REVISED POLICY 3207 - PROHIBITION OF HARASSMENT, INTIMIDATION, AND BULLYING

Department

Legal

Board Meeting Date

June 12, 2025

Background

In April and May of 2025, the Office of Superintendent of Public Instruction (OSPI) issued initial determinations related its statewide Civil Rights Audit, which included recommended changes to certain District policies and regulations to bring them up to date with recent law changes. Based on OSPI's initial determination, one of the District's policies, Policy 3210 – Nondiscrimination of Students, requires an update and is currently going through the review process. The District's Civil Rights Coordinator and Legal Department reviewed other related policies, including Policy 3207 to bring forth additional recommended policy updates to improve clarity and consistency across the related policies.

Current Consideration

The proposed changes to Policy 3207 clarify that Harassment, Intimidation and Bullying under District policy and under State law (RCW 28A.600.477) govern conduct targeted at students. Conduct targeted at adults are governed by other policies, including Safety and Civility policies.

Fiscal Implication

None.

Recommendation

The General Counsel on behalf of the Civil Rights Coordinator recommends the Board of Directors review the draft of revised Policy 3207 and provide feedback before a second reading.

Strategic Benchmark

Health and Safety

Approved By

General Counsel, Malik Gbenro

PROHIBITION OF HARASSMENT, INTIMIDATION AND BULLYING**Purpose**

The ~~B~~oard of ~~D~~irectors is committed to a safe and civil educational environment for every student, ~~staff member, parent/legal guardian, family member and guest,~~ free from harassment, intimidation or bullying. A safe and civil educational environment prohibits harassment, intimidation or bullying by integrating training, prevention and intervention into schools and support sites through a coalition of students, staff members, parents/legal guardians, families and the community.

Harassment, intimidation or bullying means any intentional electronic, written, verbal, auditory or physical act, including, but not limited to one shown to be motivated by any characteristic of race, color, religion, ancestry, national origin, gender, sexual orientation, including gender expression or identity, mental or physical disability or other distinguishing characteristics such as, but not limited to, physical appearance, clothing or other apparel, socioeconomic status, marital status or weight, when the intentional electronic, written, verbal, auditory or physical act:

- Physically harms a student; or
- damages the student's property; or
- has the effect of substantially interfering with a student's education; or
- is so severe, persistent or pervasive that it creates an intimidating or threatening educational environment; or
- has the effect of substantially disrupting the orderly operation of the school.

Nothing in this section requires the affected student to actually possess a characteristic that is a basis for the harassment, intimidation or bullying.

“Intentional act” refers to the individual’s decision to engage in the act rather than the ultimate impact of the action(s).

Behavior/Expressions

Harassment, intimidation or bullying can take many forms including, but not limited to: slurs, rumors, jokes, innuendoes, demeaning comments, drawings, cartoons, pranks, gestures, physical attacks, threats, hazing or other written, verbal, auditory, physically or electronically transmitted messages or images.

This policy is not intended to prohibit expression of religious, philosophical or political views, provided that the expression does not substantially disrupt the educational environment. Many behaviors that do not rise to the level of harassment, intimidation or bullying may still be prohibited by other district policies or building, classroom or program rules.

The goals of this policy are to foster a safe and civil educational environment through training, prevention and intervention strategies and to support targeted student(s), victims and/or others impacted by the violation. The district will intervene promptly and equitably within its authority

Policy ~~No.~~ 3207 Students

on reports, complaints and grievances alleging harassment, intimidation or bullying that come to the district's attention, either formally or informally.

Education

Comprehensive education of students and staff shall be implemented to support the district's responsibility to create and maintain a safe, civil, respectful and inclusive educational environment.

Prevention

The ~~district~~-District will provide students and staff with strategies aimed at preventing harassment, intimidation and bullying. In its efforts to educate students and staff, the ~~district~~-District will seek partnerships with families, law enforcement and other community agencies.

Intervention

Interventions are designed to remediate the impact on the targeted student(s), victims and/or others affected by the violation, to change the behavior of the aggressor(s) and to restore a positive educational environment.

The ~~district~~-District will consider the frequency of incidents, developmental age of the student(s) and severity of the conduct when determining intervention strategies.

Interventions will range from counseling, providing direction to change behavior, discipline, to law enforcement referrals.

Students, ~~staff or other school visitors~~ who engage in harassment, intimidation or bullying will receive appropriate discipline, sanctions or other appropriate interventions.

False reports or retaliation for harassment, intimidation or bullying also constitute violations of this policy. Coercion, discrimination or reprisals taken against persons filing complaints or persons acting as witnesses to complaints shall result in appropriate disciplinary action or sanctions according to ~~district~~-District policy or other applicable laws or regulations. Persons who knowingly file false allegations or report or corroborate false allegations shall also be subject to appropriate disciplinary action or sanctions according to ~~district~~-District policy or other applicable laws or regulations.

In accordance with applicable laws and regulations, students, parents/legal guardians, families, staff and other interested parties shall be informed of this policy and the accompanying regulation pertaining to the filing of complaints. The policy shall be posted in each ~~district~~-District building and information regarding it will be provided in student, staff and parent/legal guardian handbooks. ~~District~~-District staff will be provided with appropriate information on the recognition and prevention of harassment, intimidation and bullying including electronically transmitted messages or images and their rights and responsibilities under this policy.

Policy ~~No.~~ 3207
Students

Compliance Officer

The superintendent will appoint a compliance officer as the primary ~~district~~ District contact to receive copies of all formal and informal complaints and ensure policy implementation. The name and contact information for the compliance officer will be communicated throughout the district.

The superintendent is authorized to direct the implementation of regulations addressing the elements of this policy.

Annually, for the first three years after adoption of this policy, the superintendent or designee shall convene an ad hoc committee composed of representatives of certificated and classified staff, students, community members and parents/legal guardians to review the use and efficacy of this policy and regulation. The superintendent's designated compliance officer will be included in the committee. The superintendent shall make an annual report to the board reviewing the use and efficacy of this policy and related regulations. This report will include recommendations for changes to the policy and regulation, if applicable.

Cross-references:

Policy 1600

Policy 3200

Policy 3205

Policy 3210

Policy 3240

Policy 3241

Policy 5265

Policy 5266

Anti-Racism

Student Rights and Responsibilities

Safety & Civility in Schools

Nondiscrimination

Student Conduct

Classroom Management, Corrective Action or Punishment

Nondiscrimination

Sexual Harassment

Legal Reference: RCW 28A.300.285 Harassment, intimidation, and bullying prevention policies

Management Resources: *Policy News*, April 2008 Cyberbullying Policy Required

Adoption Date: 1/13/~~2005~~;

Revised Date: 6/23/~~2011~~, xx/xx/2025

Coversheet

FIRST READING OF POLICY 3210: NONDISCRIMINATION OF STUDENTS

| | |
|--------------------------|--|
| Section: | VII. Policy Matters |
| Item: | B. FIRST READING OF POLICY 3210: NONDISCRIMINATION OF STUDENTS |
| Purpose: | FYI |
| Submitted by: | |
| Related Material: | FIRST READING OF REVISED POLICY 3210.pdf |



Board of Directors Business Meeting
Agenda Action Item

Item Title

FIRST READING OF REVISED POLICY 3210 - NONDISCRIMINATION OF STUDENTS

Department

Legal

Board Meeting Date

June 12, 2025

Background

In April and May of 2025, the Office of Superintendent of Public Instruction (OSPI) issued initial determinations related its statewide Civil Rights Audit, which included recommended changes to certain District policies and regulations to bring them up to date with recent law changes. Based on OSPI's initial determination, one of the District's policies, Policy 3210 – Nondiscrimination of Students, requires an update.

Current Consideration

The proposed changes to Policy 3210 incorporate legal changes from recently passed House Bill 1296 which updates protected classes under the State's school antidiscrimination law.

Fiscal Implication

None.

Recommendation

The General Counsel on behalf of the Civil Rights Coordinator recommends the Board of Directors review the draft of revised Policy 3210 and provide feedback before a second reading.

Strategic Benchmark

Health and Safety

Approved By

General Counsel, Malik Gbenro

Policy 3210
Students

Policy No. 3210
Nondiscrimination

NONDISCRIMINATION OF STUDENTS

PURPOSE

Tacoma School District No. 10 will provide equal educational opportunity and treatment for all students in all aspects of the academic and activities program without discrimination based on race, [ethnicity](#), religion, creed, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation, gender expression or identity, [homelessness](#), [immigration or citizenship status](#), marital status, the presence of any sensory, mental or physical disability, [neurodivergence](#), or the use of a trained dog guide or service animal by a person with a disability. The ~~district~~District will provide equal access to school facilities to the Boy Scouts of America and all other designated youth groups listed in Title 36 of the United States Code as a patriotic society. District programs will be free from sexual harassment. Auxiliary aids and services will be provided upon request to individuals with disabilities.

[The District is committed to fostering a safe, respectful, and inclusive learning environment where all students have equitable access to participate in and benefit from educational programs and activities. This includes ensuring that school policies and practices are responsive to the diverse needs of students, including but not limited to matters involving communication, student records, confidentiality, use of facilities, participation in school activities, and dress code expectations.](#)

Conduct against any student that is based on one of the categories listed above that is sufficiently severe, persistent or pervasive as to limit or deny the student's ability to participate in or benefit from the ~~district~~District's course offerings; educational programming or any activity will not be tolerated. When a ~~district~~District employee knows, or reasonably should know, that such discriminatory harassment is occurring or has occurred, the employee must report the discrimination and the ~~district~~District will take prompt and effective steps reasonably calculated to end the harassment, prevent its recurrence and remedy its effects.

The ~~district~~District is firmly committed to a policy that encourages timely disclosure of such concerns and prohibits retribution or retaliation against any student or staff members who, in good faith, reports such concerns.

[This Policy reflects the District's broader responsibility to maintain a civil and inclusive learning community and will be supported by training for staff and volunteers. Compliance officers are designated to oversee implementation, receive concerns, and ensure consistent application of nondiscrimination policies across the organization.](#)

The ~~district~~District's nondiscrimination statement will be included in all written announcements, notices, recruitment materials, employment applications, and other publications made available to all students, parents, or employees. The statement will include: 1) notice that the ~~district~~District will not discriminate in any programs or activities on the basis of any of the above-listed categories; 2) the name and contact information of the ~~district~~District's compliance officer designated to ensure compliance with this policy;

Policy 3210
Students

and 3) the names and contact information of the ~~district~~District's Section 504, [Gender Inclusive Schools Coordinator](#), and Title IX compliance officers.

The ~~district~~District will annually publish notice reasonably calculated to inform students, students' parents/guardians (in a language that they can understand, which may require language assistance), and employees of the ~~district~~District's discrimination complaint procedure.

The superintendent will designate a staff member to serve as the compliance officer for this policy. The compliance officer will be responsible for investigating any discrimination complaints communicated to the ~~district~~District.

The ~~district~~District will provide training to administrators and certificated and classroom personnel regarding their responsibilities under this policy and to raise awareness of and eliminate bias and discrimination based on the protected classes identified in this policy.

- Cross References: 1600 – Anti-Racism
 2020 – Curriculum Development & Adoption of Instructional Materials
 2140 - Guidance and Counseling
 2150 - Co-Curricular Program
 2151 - Interscholastic Activities
 4260 - Use of School Facilities
- Legal References: Chapter 28A.640 RCW Sexual equality
 Chapter 28A.642 RCW Discrimination prohibition
 Chapter 49.60 RCW Discrimination — Human rights commission
 WAC 392-190-020 Training—Staff responsibilities—Bias awareness
 WAC 392-190-060 Compliance – School district designation of responsible employee - Notification
 WAC 392-400-215 Student rights
 20 U.S.C. 7905 Boy Scouts of American Equal Access Act
 42 U.S.C. 12101-12213 Americans with Disabilities Act

Adoption Date: ~~08/24/2017~~
Revised Date: xx/xx/2025

Coversheet

FIRST READING OF POLICY 3215: SEXUAL HARASSMENT OF STUDENTS PROHIBITED

Section: VII. Policy Matters
Item: C. FIRST READING OF POLICY 3215: SEXUAL HARASSMENT OF STUDENTS PROHIBITED
Purpose: FYI
Submitted by:
Related Material: FIRST READING OF REVISED POLICY 3215.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

FIRST READING OF REVISED POLICY 3215 - SEXUAL HARASSMENT OF STUDENTS PROHIBITED

Department

Legal

Board Meeting Date

June 12, 2025

Background

In April and May of 2025, the Office of Superintendent of Public Instruction (OSPI) issued initial determinations related its statewide Civil Rights Audit, which included recommended changes to certain District policies and regulations to bring them up to date with recent law changes. Based on OSPI's initial determination, one of the District's policies, Policy 3210 – Nondiscrimination of Students, requires an update and is currently going through the review process. The District's Civil Rights Coordinator and Legal Department reviewed other related policies, including Policy 3215 to bring forth additional recommended policy updates to improve clarity and consistency across the related policies.

Current Consideration

The proposed changes to Policy 3215 update the statutory definition of "Sexual Harassment" and "Hostile Environment" to bring the policy in line with recent legal updates.

Fiscal Implication

None.

Recommendation

The General Counsel on behalf of the Civil Rights Coordinator recommends the Board of Directors review the draft of revised Policy 3215 and provide feedback before a second reading.

Strategic Benchmark

Health and Safety

Approved By

General Counsel, Malik Gbenro

Policy ~~No.~~ 3215
Students
~~Sexual Harassment of Students Prohibited~~

SEXUAL HARASSMENT OF STUDENTS PROHIBITED

PURPOSE

Tacoma School District No. 10 is committed to a positive and productive education for all students free from discrimination, including sexual harassment. This commitment extends to all students involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation or at a class or school training held elsewhere.

Definitions

For purposes of this policy, sexual harassment means unwelcome ~~conduct or communication of a sexual nature~~sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature if:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining an education
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education; or
3. That conduct or communication has the purpose or effect of substantially interfering with an individual's education or work performance, or of creating an intimidating, hostile, or offensive educational environment.

—Sexual harassment can occur adult to student, student to student or can be carried out by a group of students or adults and will be investigated by the District even if the alleged harasser is not a part of the school staff or student body. The ~~district~~District prohibits sexual harassment of students by other students, employees or third parties involved in school ~~district~~District activities, including volunteers.

Under federal and state law, the term “sexual harassment” may include:

- acts of sexual violence;
- unwelcome sexual or gender-directed conduct or communication that interferes with a student's educational performance or creates an intimidating, hostile, or offensive environment;
- unwelcome sexual advances;
- unwelcome requests for sexual favors;
- sexual demands when submission is a stated or implied condition of obtaining an educational benefit; and
- sexual demands where submission or rejection is a factor in an academic, or other school-related decision affecting a student.

A “hostile environment” has been created for a student when unwelcome sex-based conduct, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a student's ability to participate in or benefit from the school's educational program or activity~~sexual harassment is sufficiently serious to interfere with or limit the student's ability to~~

Policy No. 3215**Students****Sexual Harassment of Students Prohibited**

participate in or benefit from the school's program. The more severe the conduct, the less need there is to demonstrate a repetitive series of incidents. In fact, a single or isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe, violent, or egregious.

Investigation and Response

If the ~~district~~District knows, or reasonably should know, that sexual harassment has created a hostile environment, it will promptly investigate to determine what occurred and take appropriate steps to resolve the situation. If an investigation reveals that sexual harassment has created a hostile environment, the ~~district~~District will take prompt and effective steps reasonably calculated to end the sexual harassment, eliminate the hostile environment, prevent its recurrence and as appropriate, remedy its effects. The ~~district~~District will take prompt, equitable and remedial action within its authority on reports, complaints and grievances alleging sexual harassment that come to the attention of the ~~district~~District, either formally or informally. The ~~district~~District will take these steps every time a complaint, alleging sexual harassment comes to the attention of the ~~district~~District, either formally or informally.

Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Regardless of whether the misconduct is reported to law enforcement, school staff will promptly investigate to determine what occurred and take appropriate steps to resolve the situation, to the extent that such investigation does not interfere with an ongoing criminal investigation. A criminal investigation does not relieve the ~~district~~District of its independent obligation to investigate and resolve sexual harassment.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending students, staff or other third parties involved in school ~~district~~District activities. Anyone else who engages in sexual harassment on school property or at school activities will have their access to school property and activities restricted, as appropriate.

Retaliation and False Allegations

Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. The ~~district~~District will take appropriate actions to protect involved persons from retaliation.

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

Staff Responsibilities

The superintendent will develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt time lines and delineate staff responsibilities under this policy.

Any school employee who witnesses sexual harassment of a student or receives a report, informal complaint, or written complaint about sexual harassment of a student is responsible for informing the ~~district~~District Title IX or Civil Rights Compliance Coordinator. All staff are also responsible for directing complainants to the formal complaint process.

Reports of discrimination and discriminatory harassment will be referred to the ~~district~~District's Title IX/Civil Rights Compliance Coordinator. Reports of disability discrimination or harassment will be referred to the ~~district~~District's Section 504 Coordinator.

Notice and Training

Policy ~~No.~~ 3215**Students****Sexual Harassment of Students Prohibited**

The superintendent will develop procedures to provide age-appropriate information and education to ~~district~~District staff, students, parents and volunteers regarding this policy and the recognition and prevention of sexual harassment. At a minimum sexual harassment recognition and prevention and the elements of this policy will be included in staff, student and regular volunteer orientation. This policy and the procedure, which includes the complaint process, will be posted in each ~~district~~District building in a place available to staff, students, parents, volunteers and visitors. Information about the policy and procedure will be clearly stated and conspicuously posted throughout each school building, provided to each employee and reproduced in each student, staff, volunteer and parent handbook. Such notices will identify the District's Title IX coordinator and provide contact information, including the coordinator's email address.

Cross References: 1600 – Anti-Racism
 3207 - Prohibition of Harassment, Intimidation and Bullying
 3210 - Nondiscrimination
 3211 - Transgender Students
 3240 - Student Conduct Expectations and Reasonable Sanctions
 3241 - Classroom Management, Discipline and Corrective Action
 5010 - Nondiscrimination and Affirmative Action
 5011 - Sexual Harassment of District Staff Prohibited

Legal References: 20 U.S.C. 1681-1688
 WAC 392-190-058 Sexual harassment
 RCW 28A.640.020 Regulations, guidelines to eliminate discrimination — Scope
 — Sexual harassment policies

Adoption Date: **~~08~~/24/2017**

Revised Date: xx/xx/2025

Coversheet

FIRST READING OF POLICY 5266: SEXUAL HARASSMENT OF DISTRICT STAFF PROHIBITED

Section: VII. Policy Matters
Item: D. FIRST READING OF POLICY 5266: SEXUAL HARASSMENT OF
DISTRICT STAFF PROHIBITED
Purpose: FYI
Submitted by:
Related Material: FIRST READING OF REVISED POLICY 5266.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

FIRST READING OF REVISED POLICY 5266 - SEXUAL HARASSMENT OF DISTRICT STAFF PROHIBITED

Department

Legal

Board Meeting Date

June 12, 2025

Background

In April and May of 2025, the Office of Superintendent of Public Instruction (OSPI) issued initial determinations related its statewide Civil Rights Audit, which included recommended changes to certain District policies and regulations to bring them up to date with recent law changes. Based on OSPI's initial determination, one of the District's policies, Policy 3210 – Nondiscrimination of Students, requires an update and is currently going through the review process. The District's Civil Rights Coordinator and Legal Department reviewed other related policies, including Policy 5266 to bring forth additional recommended policy updates to improve clarity and consistency across the related policies.

Current Consideration

The proposed changes to Policy 5266 update the statutory definition of "Sexual Harassment" and "Hostile Environment" to bring the policy in line with recent legal updates.

Fiscal Implication

None.

Recommendation

The General Counsel on behalf of the Civil Rights Coordinator recommends the Board of Directors review the draft of revised Policy 5266 and provide feedback before a second reading.

Strategic Benchmark

Health and Safety

Approved By

General Counsel, Malik Gbenro

SEXUAL HARASSMENT OF DISTRICT STAFF PROHIBITED**PURPOSE**

Tacoma School District No. 10 is committed to a positive and productive education and work environment free from discrimination, including sexual harassment. This commitment extends to all employees and other persons involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation, or at a class training held elsewhere.

Definitions

For purposes of this policy, sexual harassment means unwelcome conduct sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature if:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining an education or employment
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education or employment; or
3. That conduct or communication has the purpose or effect of substantially interfering with an individual's education or work performance, or of creating an intimidating, hostile, or offensive educational work environment.

~~or communication of a sexual nature. Sexual harassment can occur student to adult, adult to adult or can be carried out by a group of students or adults and will be investigated by the District even if the alleged harasser is not a part of the school staff or student body. The district prohibits sexual harassment of district employees by other students, employees or third parties involved in school district activities.~~

Under federal and state law, the term "sexual harassment" includes:

- acts of sexual violence;
- unwelcome sexual or gender-directed conduct or communications that interferes with an individual's employment performance or creates an intimidation, hostile, or offensive environment;
- unwelcome sexual advances;
- unwelcome requests for sexual favors;
- sexual demands when submission is a stated or implied obtaining work opportunity or other benefit;
- sexual demands where submission or rejection is a factor in a work or other school-related decision affecting an individual.

A "hostile environment" for an employee is created when unwelcome sex-based conduct, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it substantially interferes with an employee's work performance or work environment. ~~where the unwanted~~

~~conduct is sufficiently severe or pervasive to create a work environment that a reasonable person would consider intimidation, hostile, or abusive.~~

Investigation and Response

If the district knows, or reasonably should know, that sexual harassment has created a hostile environment, the district will promptly investigate to determine what occurred and will take appropriate steps to resolve the situation. If an investigation reveals that sexual harassment has created a hostile environment, the district will take prompt and effective steps reasonably calculated to end sexual harassment, eliminate the hostile environment, prevent its occurrence and, as appropriate, remedy its effects. The district will take prompt, equitable and remedial action within its authority every time a report, complaint and grievance alleging sexual harassment comes to the attention of the district, either formally or informally.

Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Regardless of whether the misconduct is reported to law enforcement, school staff will promptly investigate to determine what occurred and take appropriate steps to resolve the situation to the extent that such investigation does not interfere with an on-going criminal investigation. A criminal investigation does not relieve the district of its independent obligation to investigate and resolve sexual harassment.
independent obligation to investigate and resolve sexual harassment.
dependent obligation to investigate and resolve sexual harassment.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending staff or third parties involved in school district activities. Anyone else who engages in sexual harassment on school property or at school activities will have their access to school property and activities restricted, as appropriate.

Retaliation and False Allegations

Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. The district will take appropriate actions to protect involved persons from retaliation.

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline

Staff Responsibilities

The superintendent will develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt time lines and delineate staff responsibilities under this policy.

Any school employee who witnesses sexual harassment or receives report, informal complaint, or written complaint about sexual harassment is responsible for informing the district's Title IX or Civil Rights Compliance Coordinator. All staff are also responsible for directing complainants to the formal complaint process.

Policy 5266
Personnel

Reports of discrimination and discriminatory harassment will be referred to the district's Title IX/Civil Rights Compliance Coordinator. Reports of disability discrimination or harassment will be referred to the district's Section 504 Coordinator.

Notice and Training

The superintendent will develop procedures to provide information and education to district staff, parents and volunteers regarding this policy and the recognition and prevention of sexual harassment. At a minimum, sexual harassment recognition and prevention and the elements of this policy will be included in staff and regular volunteer orientation. This policy and the procedure, which includes the complaint process, will be posted in each district building in a place available to staff, parents, volunteers and visitors. Information about the policy and procedure will be clearly stated and conspicuously posted throughout each school building, provided to each employee and reproduce in each staff, volunteer and parent handbook. Such notices will identify the District's Title IX coordinator and provide contact information, including the coordinator's email address.

eers and visitors. Information about the policy and procedure will be clearly stated and conspicuously posted throughout each school building, provided to each employee and reproduce in each staff, volunteer and parent handbook. Such notices will identify the District's Title IX coordinator and provide contact information, including the coordinator's email address.

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Cross References:**1600 – Anti-Racism**

- 5207 Safety and Civility in the Workplace
- 5265 Nondiscrimination
- 5280 Separation of Employment and Disciplinary Actions

Legal References: 20 U.S.C. 1681 et seq., Title IX of the Education Amendments Act of 1972

- RCW 28A.640.020 Regulations, guidelines to eliminate discrimination—Scope
- WAC 392-190-056 Sexual Harassment through 058

Adoption Date: 7/27/1980

Revised Date: 1/10/1985; 10/23/1986; 10/13/1988; 11/8/1990; 6/22/1995, 10/08/2015, 8/24/2017, xx/xx/2025

Coversheet

APPROVAL OF CONTRACT NO. TSD-20-140, AMENDMENT #2, BETWEEN SYNCHRONOUS DEPLOYMENT & LEGACY SERVICES AND TACOMA PUBLIC SCHOOLS FROM SEPTEMBER 1, 2025 - AUGUST 31, 2026

Section: X. Business Matters

Item: A. APPROVAL OF CONTRACT NO. TSD-20-140, AMENDMENT #2,
BETWEEN SYNCHRONOUS DEPLOYMENT & LEGACY SERVICES AND TACOMA PUBLIC
SCHOOLS FROM SEPTEMBER 1, 2025 - AUGUST 31, 2026

Purpose: Vote

Submitted by:

Related Material:

CONTRACT_TSD-20-140__AMEND.__2_SYNCHRONOUS_DEPLOYMENT__LEGACY_SERVI
CES.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF CONTRACT NO. TSD-20-140, AMENDMENT #2 BETWEEN SYNCHRONOUS DEPLOYMENT & LEGACY SERVICES AND TACOMA PUBLIC SCHOOLS FROM SEPTEMBER 1, 2025 - AUGUST 31, 2026.

Department

TECHNOLOGY SERVICES

Board Meeting Date

June 12, 2025

Background

Contract No. TSD-20-140, Amendment #2 with Synchronous Deployment & Legacy Services will continue to be used by staff and students for classroom collaboration with the Data Center Services for computing display technology throughout the district, along with Deployment, Redeployment and Surplus Services for new and currently owned laptops, CPU's, Laptop carts, Display screens and display carts, and deployment Matrix and Pull Matrix

Current Consideration

It is requested that the Board of Directors approve Contract No. TSD-20-140, Amendment #2 between Synchronous Deployment & Legacy Services and Tacoma Public Schools in the amount of \$739,832.92 from September 1, 2025 - August 31, 2026.

Fiscal Implication

The estimated cost is: \$739,832.92. Technology Levy funds will be used to cover expenses.

Recommendation

The Deputy Superintendent, on behalf of the Chief Technology Officer recommends that the Board of Directors approve Contract No. TSD-20-140, Amendment #2 between Synchronous Deployment & Legacy Services and Tacoma Public Schools in the amount of \$739,832.92 from September 1, 2025 - August 31, 2026 [Funding Source: Technology Levy Funds].

Strategic Benchmark

Partnership and Participation, Family Engagement, and Community Engagement

Approved By

Deputy Superintendent
Lisa A. Nolan, Ph.D.

Coversheet

APPROVAL OF CONTRACT NO. TSD-25-116 BETWEEN ZAYO AND TACOMA SCHOOL DISTRICT NO. 10 FROM JULY 1, 2025 – JUNE 30, 2028

Section: X. Business Matters
Item: B. APPROVAL OF CONTRACT NO. TSD-25-116 BETWEEN ZAYO AND
TACOMA SCHOOL DISTRICT NO. 10 FROM JULY 1, 2025 – JUNE 30, 2028
Purpose: Vote
Submitted by:
Related Material:
CONTRACT NO. TSD-25-116_ZAYO AND TSD NO. 10, JULY 1, 2025–JUNE 30, 2028.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF CONTRACT NO. TSD-25-116 BETWEEN ZAYO AND TACOMA SCHOOL DISTRICT NO. 10 FROM JULY 1, 2025 – JUNE 30, 2028.

Department

TECHNOLOGY SERVICES

Board Meeting Date

June 12, 2025

Background

Tacoma School District No. 10 prepared a Request For Proposal (RFP) to solicit telecommunications services to support schools and administrative offices within the District's geographic area. Zayo won the bid and we would like to move forward with the contract.

Current Consideration

It is requested that the Board of Directors approve Contract No. TSD-25-116 between Zayo and Tacoma School District No. 10 for telecommunication services to support school and administrative offices from July 1, 2025 – June 30, 2028.

Fiscal Implication

The estimated cost is: \$235,052. The Technology General Fund will be used to cover expenses.

Recommendation

The Deputy Superintendent, on behalf of the Chief Technology Officer, recommends that the Board of Directors approve Contract No. TSD-25-116 between Zayo and Tacoma School District No. 10 for telecommunication services to support school and administrative offices from July 1, 2025 – June 30, 2028.
[Funding Source: Technology General Fund]

Strategic Benchmark

Partnership and Participation

Approved By

Deputy Superintendent
Lisa A. Nolan, Ph.D.

Coversheet

APPROVAL OF CONTRACT NO. TSD-25-100 BETWEEN AMERICA'S AUTOMOTIVE TRUST AND TACOMA SCHOOL DISTRICT NO. 10 FROM MAY 15, 2025 - JANUARY 7, 2026

Section: X. Business Matters
Item: C. APPROVAL OF CONTRACT NO. TSD-25-100 BETWEEN
AMERICA'S AUTOMOTIVE TRUST AND TACOMA SCHOOL DISTRICT NO. 10 FROM MAY 15,
2025 - JANUARY 7, 2026
Purpose: Vote
Submitted by:
Related Material:
CONTRACT NO. TSD-25-100_AMERICA'S AUTOMOTIVE TRUST AND TSD.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF CONTRACT NO. TSD-25-100 BETWEEN AMERICA'S AUTOMOTIVE TRUST AND TACOMA SCHOOL DISTRICT NO. 10 FROM MAY 15, 2025 - JANUARY 7, 2026.

Department

Planning & Construction

Board Meeting Date

June 12, 2025

Background

(Contract No. TSD-25-100) Regional Robotics Center, the America's Automotive Trust (AAT) will provide the land and the District has pledged funding for the Center's construction. This project will enhance STEM education and career education programming for districts in Pierce County, South King County, and the Chief Leschi Tribal School. The Center will also support higher education and economic development through regional and national competitions. TPS is expected to receive a no-cost land lease on the AAT property to build the Center.

This immersive experience will engage youth in STEM, robotics, and advanced technology careers, aligning with workforce development priorities by equipping students with industry-relevant skills in automation, engineering, and emerging technologies—sectors critical to Washington's economic future. By partnering with higher education, local industry, and national robotics networks, the Center will prepare young innovators for the future. As automation, AI, and advanced manufacturing reshape the workforce, the Center will empower students to lead in "the future of everything"—from smart mobility to sustainable design. The Center is a bold investment in educational equity, workforce alignment, and Washington's leadership in global innovation.

Current Consideration

It is requested that the Board of Directors approve Contract No. TSD-25-100 between America's Automotive Trust and Tacoma School District No. 10 for the initial planning and design phase of the Regional Robotics Center from May 15, 2025 - January 7, 2026.

Fiscal Implication

Tacoma School District No. 10 capital funds will pay for relevant project management consulting services associated with this early work and collaboration with America's Automotive Trust (AAT), including project management and design build team services.

Recommendation

The Chief Operating Officer, on behalf of the Executive Director of Planning and Construction recommends that the Board of Directors approve Contract No. TSD-25-100 between America's Automotive Trust and Tacoma School District No. 10 for the initial planning and design phase of the Regional Robotics Center from May 15, 2025 - January 7, 2026 [Funding Source: Capital Funds].

Strategic Benchmark

Partnership and Participation, Family Engagement, and Community Engagement.

Approved By

Chief Operating Officer

Christopher Williams

Coversheet

APPROVAL OF CONTRACT NO. TSD-24-058, AMENDMENTS #2 AND #3 BETWEEN THE PORT OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10 FROM JUNE 7, 2024 - JUNE 6, 2074

Section: X. Business Matters
Item: D. APPROVAL OF CONTRACT NO. TSD-24-058, AMENDMENTS #2
AND #3 BETWEEN THE PORT OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10 FROM
JUNE 7, 2024 - JUNE 6, 2074
Purpose: Vote
Submitted by:
Related Material:
CONTRACT NO. TSD-24-058, AMEND. #2 AND #3 BETWEEN PORT OF TACOMA.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF CONTRACT NO. TSD-24-058, AMENDMENTS #2 AND #3 BETWEEN THE PORT OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10 FROM JUNE 7, 2024 - JUNE 6, 2074.

Department Planning & Construction

Board Meeting Date June 12, 2025

Background To be successful in building a maritime workforce to meet future demands, the Port of Tacoma and the District share an interest in the sponsorship and future development of a Maritime Skills Center that will offer opportunities for students throughout our region (including those beyond Tacoma) to receive skills training that will prepare them for priority industry needs. To establish a Maritime Skills Center while simultaneously addressing the need for a new Port Maritime Center, the District and the Port are developing a jointly located skills center and Port Maritime Center by way of a Ground Lease Interlocal Agreement. The subject amendments to this agreement are aimed to further this joint effort to fruition.

Amendment #2 clarifies terms within the original Ground Lease Interlocal Agreement, including the timing of inclusion of the Joint Use Agreement. Amendment # 3 effectively incorporates the Joint Use Agreement into the overarching Ground Lease Interlocal Agreement.

Current Consideration

It is requested that the Board of Directors approve Contract No. TSD-24-058, Amendments #2 and #3 for the Maritime 253 South Puget Sound Maritime Skills Center Joint Use Agreement between the Port of Tacoma and Tacoma School District No. 10 in the amount \$5,500,000 from June 7, 2024 - June 6, 2074.

Fiscal Implication

The estimated cost is: \$5,500,000. This Joint Use Agreement will be included as Exhibit E in the initial ground lease, which specifies that TPS capital funds will pay in relevant capital contributions contemplated to offset future lease value.

Recommendation

The Chief Operating Officer, on behalf of the Executive Director of Planning and Construction recommends that the Board of Directors approve Contract No. TSD-24-058, Amendments #2 and #3 for the Maritime 253 South Puget Sound Maritime Skills Center Joint Use Agreement between the Port of Tacoma and Tacoma School District No. 10 in the amount \$5,500,000 from June 7, 2024 - June 6, 2074 [Funding Source: Capital Funds].

Strategic Benchmark

Partnerships, Operations

Approved By Chief Operating Officer, Christopher Williams

Coversheet

APPROVAL TO NEGOTIATE AND AWARD THE DESIGN/BUILD ALTERNATIVE METHOD CONTRACT WITH KORSMO CONSTRUCTION AND TACOMA SCHOOL DISTRICT NO. 10

Section: X. Business Matters
Item: E. APPROVAL TO NEGOTIATE AND AWARD THE DESIGN/BUILD
ALTERNATIVE METHOD CONTRACT WITH KORSMO CONSTRUCTION AND TACOMA
SCHOOL DISTRICT NO. 10
Purpose: Vote
Submitted by:
Related Material:
NEGOTIATE_AWARD DESIGN_BUILD ALT. METHOD CONTRACT_KORSMO.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL TO NEGOTIATE AND AWARD THE DESIGN/BUILD ALTERNATIVE METHOD CONTRACT WITH KORSMO CONSTRUCTION AND TACOMA SCHOOL DISTRICT NO. 10.

Department

Planning & Construction

Board Meeting Date

June 12, 2025

Background

Design/Build is a method of project delivery in which the Design/Build team works under a single contract with the project owner to provide design and construction services. This method of delivery integrates the roles of designer and construction to create one unified flow of work from initial concept through completion. The district received Design/Build Agency Certification from the Project Review Committee.

The RFQ 25016C Synthetic Field, Track, and Tennis Court Bundle received numerous responses from Design/Build teams and the district's selection committee performed extensive evaluations and interviews to select the Design/Build team of Kormso Construction Co. as the committee's recommendation for the Synthetic Field, Track, and Tennis Court Bundle.

Current Consideration

It is requested that the Board of Directors approve to negotiate and award a contract to Kormso Construction Co. for the Synthetic Fields, Track, and Tennis Court Upgrades Bundle 2 Project in the amount of \$45,000.000.

Fiscal Implication

The estimate cost is \$45,000,000. Funding for this project is provided through the Capital Project Bond issue(s) as approved by voters on February 13, 2024.

Recommendation

The Chief Operating Officer, on behalf of the Executive Director of Planning and Construction recommends that the Board of Directors approve to negotiate and award a contract to Kormso Construction Co. for the Synthetic Fields, Track, and Tennis Court Upgrades Bundle 2 Project in the amount of \$45,000,000. [Funding Source: February 2024 Capital Bond]

Strategic Benchmark

Partnership

Approved By

Chief Operating Officer
Christopher Williams

Coversheet

APPROVAL OF THE JOINT USE AGREEMENT BETWEEN THE CITY OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10 TO CONSTRUCT AND MAINTAIN A MULTI-USE PLAYFIELD AT BIRNEY ELEMENTARY

Section: X. Business Matters
Item: F. APPROVAL OF THE JOINT USE AGREEMENT BETWEEN THE CITY OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10 TO CONSTRUCT AND MAINTAIN A MULTI-USE PLAYFIELD AT BIRNEY ELEMENTARY
Purpose: Vote
Submitted by:
Related Material: AGREEMENT WITH CITY OF TACOMA AND TACOMA S.D. NO. 10.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

APPROVAL OF THE JOINT USE AGREEMENT BETWEEN THE CITY OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10 TO CONSTRUCT AND MAINTAIN A MULTI-USE PLAYFIELD AT BIRNEY ELEMENTARY.

Department

Planning & Construction

Board Meeting Date

June 12, 2025

Background

In 1980, Tacoma Public Schools and the City of Tacoma entered into a Joint Use Agreement for use of the multi-use playfield adjacent to Birney Elementary; TPS has since maintained the space for school and community use. The proposed Joint Use Agreement reflects TPS' desire to make improvements to this playfield and replaces the previous agreement with the City of Tacoma to allow TPS to improve the property, maintain those improvements, and manage use of the playfield adjacent to Birney Elementary School.

Current Consideration

It is requested that the Board of Directors approve the Joint Use Agreement between the City of Tacoma and Tacoma School District No. 10 to construct and maintain a multi-use playfield at Birney Elementary School.

Fiscal Implication

This Joint Use Agreement will allow TPS to design, construct and maintain multi-use field amenities at this location. This project is funded by Tacoma School District No. 10 Capital dollars.

Recommendation

The Chief Operating Officer recommends that the Board of Directors approve the Joint Use Agreement between the City of Tacoma and Tacoma School District No. 10 to construct and maintain a multi-use playfield at Birney Elementary School [Funding Source: Tacoma School District No. 10 Capital Dollars].

Strategic Benchmark

Partnerships, Operations

Approved By

Chief Operating Officer
Christopher Williams

Coversheet

RATIFICATION OF THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT BETWEEN TACOMA SCHOOL DISTRICT NO. 10 AND THE MEMBERSHIP OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 (CUSTODIANS)

Section: XI. Other Business
Item: A. RATIFICATION OF THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT BETWEEN TACOMA SCHOOL DISTRICT NO. 10 AND THE MEMBERSHIP OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 (CUSTODIANS)
Purpose: Vote
Submitted by:
Related Material:
RATIFICATION OF 2025-2028 CBA BETWEEN TPS AND IUOE 302 CUSTODIANS.pdf



Board of Directors Business Meeting
Agenda Action Item

Item Title

RATIFICATION OF THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT BETWEEN TACOMA SCHOOL DISTRICT NO. 10 AND THE MEMBERSHIP OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302 (CUSTODIANS).

Department

Human Resources

Board Meeting Date

June 12, 2025

Background

The current contract with the Custodians expires on August 31, 2025. The new contract is a three-year agreement, ratified by the Union on May 17, 2025. The Union and the District have been bargaining their entire contract since February 6, 2025. The collective bargaining agreement is a three-year agreement, expiring August 31, 2028. The new agreement maintains competitive salaries & benefits for TPS staff.

Current Consideration

The new agreement reflects alignment with the District's strategic goals of Academic Excellence, Partnership, Early Learning, Safety, and Operations. It updates the language related to leave, incentives, work coverage, and salary.

Fiscal Implication

The investment made in our Custodial bargaining group, exclusive of the annual Implicit Price Deflator (IPD), will be approximately \$139,000 in 2025-26, \$71,000 in 2026-27, and \$0 in 2027-28 (unless IPD is less than 2.0%). This is representative of salary increases of 1.0% in addition to IPD for 2025-26 (IPD is 2.5% for 2025-26), 0.5% in addition to IPD for 2026-27, and 0.0% in addition to IPD for 2027-28 (unless IPD is less than 2.0% for 2027-28). If IPD is less than 2.0% in 2027-28, the District will provide a salary increase to make up the difference between IPD and 2.0%. Other negotiated items within the bargained agreement are estimated to have a \$63,000 financial impact over the life of the contract.

Recommendation

The Assistant Superintendent of Human Resources recommends that the Board of Directors ratify the collective bargaining agreements between Tacoma School District No. 10 and the Membership of the International Union of Operating Engineers, Local 302 (Custodians).

Strategic Benchmark

Goal 1: Academic Excellence, Goal 2: Partnership, Goal 3: Early Learning, Goal 4: Safety, Goal 5: Operations

Approved By

Director of Labor Relations and Whole Educator Support, Dr. Forrest Griek, on behalf of Assistant Superintendent of Human Resources, Renee Trueblood.

Agreement

between



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

and the

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



**September 1, 2025 – August 31, 2028
Tacoma, Washington**

TACOMA SCHOOL DISTRICT No. 10

BOARD OF DIRECTORS

Korey Strozier, President
Chelsea McElroy, Vice President
Lisa Keating
Enrique Leon
Elizabeth Bonbright

SUPERINTENDENT
Joshua Garcia

P.O. Box 1357
Tacoma, WA 98401-1357
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International Union of Operating Engineers, Local 302
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PREAMBLE

The following articles of this Agreement constitute an agreement by and between the Board of Directors of Tacoma School District No. 10, hereinafter called the "Board," and the International Union of Operating Engineers, Local 302 (Custodial), hereinafter called the "Union."

The parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECOGNITION

Section 1. Definitions

1. **Board:** Board of Directors of Tacoma School District No. 10.
2. **District:** Tacoma School District No. 10.
3. **Emergency:** An unforeseen or sudden event that necessitates immediate work.
4. **Employee:** Any employee in a permanent position in the District.
5. **Hours Worked:** All hours that an employee is in pay status.
6. **Part-time Employee:** An employee whose permanent bid assignment is for less than eight (8) hours.
7. **Regular Workday:** The definition of a regular workday shall be a twenty-four (24) hour period of time starting with 12:01 a.m. and going to 12:00 a.m. For example, 12:01 a.m. Sunday through 12:00 a.m. Monday is Day 1. Employees will be scheduled during their days off for the maximum amount of time off where possible.
8. **School Year:** September 1 through August 31.
9. **Seasonal Employee:** A non-regular employee hired to work for ninety (90) calendar days or less. Seasonal employees receive no benefits. Seasonal employees receive the beginning apprentice custodian rate of pay, step one (1).
10. **Station Assignment:** Those areas of responsibility within a building(s).
11. **Superintendent:** Superintendent of Tacoma School District No. 10.
12. **Supervisor:** Supervisor of Custodial Operations.
13. **Temporary layoff:** A layoff of fifteen (15) months or less.
14. **Union:** International Union of Operating Engineers (IUOE), Local 302.
15. **Work Assignment:** Building(s) where stations are located.

16. **Year of Service:** An employee who works four (4) or more hours per day for 115 or more regular workdays per school year.

Section 2. Recognition

The Board recognizes the Union as the exclusive bargaining agent in all matters of wages, hours and conditions of employment for all custodial employees in the operations department, except the supervisor, assistant supervisors and seasonal employees.

ARTICLE II. MANAGEMENT RIGHTS

Section 3. Management Rights

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

ARTICLE III. GENERAL CONTRACT PROVISIONS

Section 4. Grievance Procedure

A "grievant" shall mean the Union or the Union acting on behalf of a member of the bargaining unit. A "grievance" shall mean a claim by a grievant that there exists a violation, misinterpretation, or misapplication by the District of a specific provision of the Collective Bargaining Agreement or any other written agreement between the Union and the District. In the case of a grievance filed by the Union, the Union shall state the specific instance(s) or circumstance(s) which precipitates said grievance. All grievances are owned by the Union and as such no grievance may be filed without the authorization of the Union Field Representative.

1. **Informal Step:** The aggrieved employee and/or Union representative should meet with the Facilities ~~Manager/supervisor~~ within twenty (20) regular working days following the date of the last occurrence of the grievance to discuss options to resolve the grievance. Every effort should be made to resolve the grievance informally; however, if the grievant does not feel the issue will/can be resolved informally they may proceed to Step 1.

2. **Step I:** In the event the grievance is not satisfactorily resolved in the Informal Step, the aggrieved employee and/or the Union representative shall, within ~~ten (10)~~ **fifteen (15)** regular working days following the date of the failure to resolve it in the Informal Step, present the grievance in writing to the ~~Director of Facilities Manager~~. The ~~Director of Facilities Manager~~ will meet with the aggrieved employee and/or Union representative within ten (10) working days following receipt of the grievance. Within five (5) working days following the meeting, the ~~Director of Facilities Manager~~ shall respond in writing to the employee with a copy to the Union.
3. **Step II:** In the event the grievance is not satisfactorily resolved in Step I, the aggrieved employee and/or the Union Field Representative shall, within ten (10) regular working days following the date of the Step I written response, present the grievance in writing to the Assistant Superintendent of Human Resources or designee. The assistant Superintendent of Human Resources or designee will meet with the aggrieved employee and/or Union Field representative within ten (10) working days following receipt of the grievance. Within five (5) working days following the meeting, the Assistant Superintendent of Human Resources or designee shall respond in writing to the employee with a copy to the Union.
4. **Step III:** In the event the grievance is not satisfactorily resolved in Step II, the aggrieved employee and/or the Union Field Representative shall, within ten (10) regular working days following the date of the Step II written response, present the grievance in writing to the Superintendent or designee Superintendent, with a copy to the Director of Labor Relations and Whole Educator Support. Within ten (10) regular working days following receipt of the grievance, the Superintendent or designee shall arrange a meeting(s) in an attempt to resolve the grievance. The District will respond in writing within five (5) regular working days of the date of the meeting in writing to the employee with a copy to the Union.
5. **Step IV, Mediation:** In the event the two parties cannot arrive at a satisfactory resolution to the grievance at Step II, the parties may mutually agree to submit the grievance at Step II to mediation. Either party must notify the other ***in writing*** within five (5) working days following the date for the Step II written response of their desire for mediation. The respondent shall respond, whether or not they agree to mediation, no later than two (2) working days prior to the Union's deadline for submission to arbitration or within five (5) working days of receipt of the written notification, whichever is sooner.

If the parties agree to mediation, then within five (5) working days of the agreement the parties shall jointly submit a request for mediation. Both parties must agree to where to submit the mediation request, but it could include Pierce County Dispute Resolution Center. In addition, both parties shall share costs of mediation.

Timeliness contained in Section 4 for submission to arbitration shall be held in abeyance until termination of the mediation process. If no settlement is reached in mediation, the union may proceed with the request for binding arbitration.

6. **Step V, Arbitration:** In the event the two parties cannot arrive at a satisfactory resolution to the grievance, the Union may request binding arbitration on any grievance related to violation of this Agreement. If the Union determines to seek binding arbitration, it shall, within ten (10) regular working days following the date of the Step II written response, submit a request for a list of at least seven (7) arbitrators from the Federal Mediation and Conciliation Service unless other arrangements are agreed to between the District and the Union. The parties will determine the arbitrator from this list by alternately striking a name

from the list. The arbitrator's decision will be in writing and will set forth the finding of act, reasoning and conclusions. The arbitrator will be without power or authority to make any decisions which is outside the Agreement.

The decision of the arbitrator will be submitted to the District and the Union and will be final and binding upon the parties. The costs of the arbitrator will be borne equally by the District and the Union and each will bear its own attorney fees and other costs.

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

Section 5. Negotiations Procedures

1. This Agreement will be open for negotiations no earlier than ninety (90) calendar days and no later than sixty (60) calendar days prior to the termination date of this Agreement except as otherwise provided herein.
2. Each party to this Agreement will exchange the specific language for their proposed changes at the first negotiations meeting. Related topics may be presented prior to a tentative agreement for the purpose of reaching an agreement.
3. Negotiations shall be conducted at mutually agreed upon times.
4. Every effort will be made to complete negotiations by August 31, except when extended by mutual consent of the parties.
5. The Board will take into consideration any tentative agreement ratified by the Union on or before the next regularly scheduled Board meeting.

Section 6. Staff Diversity Plan

~~The ultimate goal of the Staff Diversity Plan is to ensure the District's compliance with federal and state law.~~

~~Recommendations for changes in the Plan may be made by the Union. Copies of the Staff Diversity Plan shall be kept on file in each school and shall be available to employees upon request from the Human Resources Department.~~

Section 6. Nondiscrimination Statement

Tacoma School District No. 10 does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a ~~dog guide~~ or trained service animal (a service animal is an animal that is **individually trained to** do work or perform tasks for the benefit of an individual with a disability).

Section 7. Union Security

New Employee:

Upon completion of the hiring process, the employer shall promptly provide the Union with the name, address, contact information of each new employee and such employee's hire date. As per the requirements of RCW 41.56, the employer agrees to provide authorized representatives of the Union

thirty (30) minutes access to new bargaining unit employees within ninety (90) days of the respective employee's start date. It shall be up to the Union to contact the employer's Labor Relation Director (or designee) to schedule a mutually agreeable time and location at the worksite for the access to take place. It is further agreed that the employer is only obligated to compensate the new employee for the time spent (30 minutes) during regular working hours for the scheduled access.

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.

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

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

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

Section 8. Labor-Management

Labor-Management Committee: At least quarterly, or at the written request of either the District or the Union. Labor-Management meetings shall be held, with no loss of pay to the employees, at a time mutually agreed upon. Items for discussion shall be submitted by the parties to determine the agenda. The purpose of these meetings shall be to resolve problems prior to them being reduced to writing as a grievance, to discuss any other problems or concerns that affect the bargaining unit, and to provide an opportunity to discuss improvements to the custodial program. Employee absentee rates and related attendance issues will be reviewed.

In no event can agreements reached in Labor-Management abridge, add to, or subtract from the collective bargaining agreement. The Union shall select up to four (4) employee representatives to the Labor-Management Committee who will serve for the duration of the agreement. The Assistant Superintendent of Human Resources shall select up to four (4) District management representatives. ~~The Executive Director of Maintenance and Operations~~ Chief Operating Officer or designee and two (2) other supervisory personnel shall represent the District. In order to assure open communication, there shall be no adverse impact, nor shall there be any retribution for any employee as a result of participation in the Labor-Management Committee.

ARTICLE IV. WAGES, CLASSIFICATIONS, HOURS AND BENEFITS

Section 9. Wages and Classifications

- For the term of the Agreement, wages shall increase in an amount equal to the state pass through percentage for cost-of-living (IPD) increases for all employees each year of this agreement in addition to earned Level and Step advancement as described in Appendix B. Additionally, the District will provide a one percent (1%) increase for all employees in 2025 – 2026, a point five (.5%) increase in 2026 – 2027 and a two percent (2%) or IPD, whichever is greater, increase for 2027 – 2028. These state pass-through percentages and District-provided increases will be applied to the wage levels presented on the wage matrix. Wage increases are calculated from the employee's hourly wage before the deduction of the Central Pension Fund contributions.

Increment advancement shall not exceed one (1) Step per pay level per year.

~~Before application of wage increases for the 2022-2023 school year, the dollar amount for "D" classification Step 3 shall become "C" classification Step 1 and "D" classification Step "3" shall be eliminated. Any employees currently in "D" classification Step "3" would be Z-rated.~~

| | |
|----------------|---|
| <u>2025-26</u> | <ul style="list-style-type: none"> • <u>State IPD.</u> • <u>One percent (1%) increase</u> |
| <u>2026-27</u> | <ul style="list-style-type: none"> • <u>State IPD.</u> • <u>Point Five percent (.5%) increase</u> |
| <u>2027-28</u> | <ul style="list-style-type: none"> • <u>Two percent (2%) or IPD, whichever is greater</u> |

Base Salary – the base salary refers to an employee's individual placement on the wage schedule based on their classification and longevity, which also includes the hourly amount paid into the Central Pension Fund. Central Pension Fund contributions are employee deductions that are deducted from the gross hourly wage through the payroll process and are not considered in the determination of the wage schedule development.

- Increment advancement for custodial employees is dependent upon the individual employee's satisfactory completion of the coursework outlined in Appendix B, Wage Schedule Levels with Training/Course Completion Requirements.
- Required in-service classes or District workshops may be offered during the employee's normal work hours.
- An employee's shift shall be either five (5) eight (8) hour days or four (4) ten (10) hour days. The work week begins at 12:01 a.m. Sunday through 12:00 a.m. Saturday.

5. All time worked over eight (8) hours per day, forty (40) hours per week, on the sixth (6th) consecutive day, or on a non-workday, shall be paid at time and one-half the regular rate of pay. On the seventh (7) consecutive day or on Sunday, the rate of pay shall be at double the regular rate of pay.
6. In the case of a ten (10) hour workday, all time worked over ten (10) hours per day, forty (40) hours per week, on the fifth (5th) consecutive day or on a non-workday shall be paid at time and one half the regular rate of pay.
7. Employees ~~using sick leave or leave without pay absent~~ on a Friday, or Thursday for the 10-hour work week will not be authorized to work overtime on a—the following Saturday or Sunday, or Friday during the 10-hour work week.
8. The District will consider a ten (10) hour workday equal to a one and one-quarter (1.25) eight (8) hour workday for the purpose of benefits such as leaves and vacations.
9. For a week with a non-workday, the non-workday will be counted as eight (8) hours of work for the purpose of determining overtime pay.

~~Custodial employees may use compensatory time on any non-school day. Custodial employees may use compensatory time on school days only when it would be unnecessary to use a relief custodian.~~

10. ~~All compensatory time use must be pre-approved by the Facilities Custodial Manager or Director of Facilities.~~
11. Overtime
 - a. All overtime must be pre-authorized by a supervisor, in writing or through the defined process, except as identified in Section 11 (7) regarding facility use events.
 - b. If overtime extends beyond the pre-authorized time, the reasons for the additional time must be provided with the overtime submission and is subject to supervisor review and approval.
 - c. Overtime hours must be submitted within the pay period in which they were earned.

12. Compensatory Time

An employee is allowed to accumulate hours as compensatory time. Compensatory hours must be submitted to the Facilities Manager within the payroll period in which the hours were earned. An employee may request hours of compensatory time equal to the overtime pay which has been earned. An employee may:

- a. Accumulate up to sixty (60) hours of compensatory time between September 1 and February 28/29. The compensatory time will be paid off in March at the appropriate rate of pay.
- b. Accumulate sixty (60) hours of compensatory time between March 1 and August 31. The compensatory time will be paid off in September at the appropriate rate of pay.

~~12. An employee who has accrued compensatory time and who has requested its use will be permitted to do so within the regular school year provided that the use of compensatory time is pre-approved by the Facilities Custodial Manager and does not unduly disrupt the School District operation.~~

13. All compensatory time use must be pre-approved by a supervisor or designee through the approved process.
 - a. Custodial employees may use compensatory time on any non-school day.
 - b. Requests to use compensatory time on school days may be granted, provided that it does not unduly disrupt the School District operation.
14. Upon termination or resignation compensatory time balance will be paid by the District as part of the employee's final pay warrant.
15. ~~Overtime and compensatory hours must be submitted to the Facilities Manager within the payroll period in which the hours were earned.~~
16. Employees required to return to duty after leaving the building by manager or supervisor request due to an unexpected issue will receive a minimum of three (3) two (2) hours pay at the appropriate rate. This does not pertain to prescheduled facility use/school activities.
17. When an employee is assigned to perform ~~Operations~~ Facilities office duties as a district wide ~~Chief~~, the base rate of pay shall be the rate at Level A, Step 2 plus fifty cents (.50) per hour, plus the nineteen (19) year service and the chief refresher school increments, if applicable. Employees who have expressed interest but are not selected as temporary supervisors may request input from the supervisor regarding the reason(s) for not being selected.
18. An employee permanently assigned to a position on the graveyard shift shall be paid a premium of seventy-five cents (.75) per hour for all hours of regular graveyard pay status; regular graveyard pay status includes holidays and vacation days. An employee temporarily assigned to a graveyard position shall be paid the appropriate premium per hour for each hour of work on the graveyard shift.

The overtime rate shall not apply to the graveyard shift premium differential for assignments not related to the graveyard shift.

Employees asked to work a swing shift during the summer months so that the district may offer safe spaces for students shall be paid the premium of seventy-five cent (\$0.75) per hour for all hours worked. A swing shift during the summer would be any shift that starts between the hours of 1pm and 10pm.

Employees who are assigned as a lead for the summertime floor crew will be paid the premium of seventy-five cent (\$0.75) per hour for all hours worked while leading a floor crew.

19. No employee will be required to work outside their assigned classification unless specifically assigned by the Operations Facilities Office. Such employees shall receive ~~the applicable rate of pay for the higher classification while performing the work except for low pressure relief, high pressure relief, and B-Class-Certificated/Licensed Relief Engineer.~~ an additional five (\$5.00) dollars per hour for the duration of the shift coverage.
20. The building classification of a school which is partially closed due to remodeling or construction will not be changed until the remodeling or construction phase has been completed. Whenever there is an addition to a school building, whether it is a portable classroom or permanent construction, the Chief Custodian will be paid at the applicable building classification immediately upon custodial services being approved by the Operations Facilities office.

If the school is reduced in building classification for any reason, the Chief Custodian will retain their classification until they successfully bids on another position of the same or higher classification. Said employee's salary will be frozen until the salary of the lower classification is equal to or exceeds the grandfathered rate of pay; provided however, the District, at its discretion, may increase the frozen wage in order to make it coincide with a wage on the wage schedule.

21. The District will provide a ten (10) year longevity increment to eligible custodial employees at two percent (2%) of their base salary after completion of nine (9) years of service, effective on the anniversary date of their hire with the District. The longevity increment will be calculated from the wage schedule, which includes the central pension fund contribution. Additionally, the District will provide a twenty (20) year longevity increment to eligible custodial employees at five percent (5%) of their base salary after completion of nineteen (19) years of service, effective on the anniversary date of their hire with the District. The longevity increment will be calculated from the wage schedule, which included the central pension fund contribution.

Additionally, the District will provide a twenty-five (25) year longevity increment to eligible custodial employees at two percent (2%) of their base salary after completion of twenty-four (24) years of service, effective on the anniversary date of their hire with the District. The longevity increment will be calculated from the wage schedule, which includes the central pension fund contribution.

The District will provide a thirty (30) year longevity increment to eligible custodial employees at one percent (1%) of their base salary after completion of twenty-nine (29) years of service, effective on the anniversary date of their hire with the District. The longevity increment will be calculated from the wage schedule, which includes the central pension fund contribution. The service and experience increments will be effective September 1 annually.

22. If an employee is required to work on any paid day off, such employee shall receive time and one half (1.5x) the regular rate of pay for the hours worked plus pay for the day, except as provided in item (18) of this section.

23. If an employee is required to work on any calendar date of the holiday, except for the day before and after Thanksgiving, Christmas Eve Day and New Year's Eve Day, the employee will be paid double time (2x) the regular rate of pay for the hours worked. When District custodial calendars are being created, the District will discuss the placement of non-paid non-workdays with the Union.
24. No employee will be advanced more than one building classification at a time, except in an emergency.
25. Whenever a Tuesday through Saturday shift is run, the employee will receive an additional one dollar and twenty-five cents (\$1.25) per hour while performing work on Saturday.
26. The three (3) B Class Certificated/Licensed engineer relief positions requiring a third-grade boiler certificate/license ~~or better with a second grade boiler license preferred,~~ shall be bid positions and are assigned from the certificated/licensed employee's promotional seniority list.

Three (3) C class Certificated/Licensed engineer relief third grade boiler license positions shall be bid positions and are assigned from the certificated/licensed employees' promotional seniority list.

Three (3) D Class Certificated/Licensed engineer relief fourth grade boiler license positions shall be bid positions and are assigned from the license employee's promotional seniority list.
27. Every employee required by the District to have a forklift certificate shall receive a twenty-five cent (.25) per hour increase in wages.
28. Employees who have completed the chief refresher course shall receive a twenty-five cent (.25) per hour increment once the employee is assigned to a chief custodian position. Employees in the "D" classifications who are not chief custodians may get credit for taking the class and will receive the twenty-five cent (.25) per hour increment effective with one being assigned a chief custodian position.
29. The bargaining unit may from year to year change ~~their~~ the contribution to the Central Pension Fund. Please refer to Appendix A, Hourly Wage Schedule for individual hourly rates.

~~Contributions to the CPF are employee contributions and are deducted from the employee gross hourly wage.~~

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

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

The Pension Fund will be funded ~~by reductions in the wages of the Union members and will in no part be funded~~ by contributions from the District, in accordance with the following provisions and that the District is not responsible for the performance of the Central Pension Plan:

The purpose of the Central Pension Fund shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Central Pension Fund. The funding for this payment, the stipulated amount of any said sum, and the designated effective dates for payment of any said sum are defined and set forth in paragraph two (2) below.

During the continuance of this collective bargaining, the Employer shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the International Union of Operating Engineers, Local No. 302 Bargaining Unit, an hourly sum for every hour ~~worked, for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Pension Fund. The stipulated amount of any said sum and the designated effective date for payment of any said sum is defined and set forth on the following basis:~~

A. The wages of each full-time member of the bargaining unit, as listed on the salary schedule, will be reduced by include one dollar eighty cents (\$1.80) per compensable hour to be remitted to the Central Pension Fund.

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

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

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

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

Section 10. Hours

1. All employees are allowed a one-half (1/2) hour meal period exclusive of the assigned work hours. Certificated/Licensed employees assigned to certificated/licensed positions during normal school operations or anytime the building is in use during the employee's meal period may waive, in writing, their meal period. Such employees shall be on a straight eight (8) hour shift with no designated meal period until they rescind, in writing, their waiver of their meal

period. If a certificated/licensed employee's meal period is interrupted by the employee's supervisor, building administrator, or designee, the employee is eligible for thirty (30) minutes of overtime. For those employees who are certificated/licensed and responsible for boiler operations during the designated meal period, boilers will not be operated until the employee returns from break and resumes paid status.

2. ~~When two (2) or more custodians are assigned to a school, their lunch period may be staggered in order to provide continuity of custodial services.~~
3. ~~When the assigned employee is authorized to work beyond the time on the authorization slip, the reasons for the additional time shall be noted on the employee's payroll card.~~
4. The District will notify the Union of any changes in starting times of individual stations.
5. The District will schedule a rest period of fifteen (15) minutes, on the employer's time, for each four (4) hours of working time. On a ten (10) hour workday an employee will receive an additional ten (10) minute break.
6. Except in an emergency situation as defined in Section 1, when going from swing to day shift, there shall be at least a ten (10) hour rest break between shifts, unless waived by the employee.
7. ~~The following procedure will be followed for building use authorization:~~
 - a. ~~All meetings in buildings must be authorized through the Executive Director of Maintenance and Operations. All overtime authorized shall be written with the hours "as required" used only if actual hours have not been determined in advance. The authorization request form shall be signed by the Chief Custodian and then signed and approved by the principal.~~
 - b. ~~The principal will submit the required "Requisition and Authorization for Use of School Facilities" form to Maintenance and Operations sufficiently in advance of the use request so that the Business Office can notify the Chief Custodian, the principal and the custodial payroll office by an outside group at least twenty-four (24) hours prior to the activity.~~
 - c. ~~The principal will notify the Chief Custodian of an authorized activity by a school group at least twenty-four (24) hours prior to the activity.~~
 - d. ~~Emergency activities must be approved by the principal, and the Chief Custodian must be notified in advance.~~

The following procedure will be followed for facility use authorization:

- a. All activities in district facilities outside of regular school hours, including school events, must go through the district's facility scheduling system (currently School Dude) and approval procedures prior to the event taking place.

For principal managed facilities:

- b. The Chief Custodian will review all activities, enter overtime requirements, and be responsible for scheduling custodial staff.
- c. Overtime requirements shall be written with the expected total hours required and expected start and end times.
- d. The principal (or their designee) authorizes the overtime when they authorize the requested use of the facility.
- e. If there is a dispute regarding the overtime requirements, the principal will address with the Chief Custodian and a supervisor.
- f. School/school group events and activities should be scheduled at least seven (7) days in advance. Otherwise, the principal will notify the Chief Custodian of an authorized activity by a school group at least twenty-four (24) hours prior to the activity.
- g. Emergency activities must be approved by the principal, and the Chief Custodian must be notified in advance.
- h. Chief has first preference for overtime at their location, followed by fireman/engineer. Overtime that does not require a licensed boiler operator shall be rotated among all building staff.

Exceptions

- a. Bowls, Stadiums, Turf Fields, and other specified satellite facilities are managed by the Facility Scheduler through the facility use process. Overtime for these facilities is pre-authorized by the Facility Scheduler.
 - b. Satellite locations (Bowls/Stadiums and other defined facilities) - Satellite team has first preference for overtime at these locations. If the satellite team is unavailable, the overtime will be offered to licensed relief chiefs by email/text with a minimum of thirty (30) minutes to respond. Overtime will be allocated to interested respondents by position seniority and distributed among interested parties when possible. After this, if overtime coverage has not been fulfilled, the overtime can be assigned at the discretion of the supervisor on duty.
 - c. Turf fields NOT listed as satellite locations will follow school managed process for overtime seniority.
8. The work year for employees will be 2080 hours.
9. On all District designated custodial staff early dismissal/early release days, per the custodial calendar, all IUOE custodial bargaining group employees will be released after four and one-half (4 1/2) hours of work. Also, employees not assigned to a school building will work the same amount of hours as the custodians assigned to a school building. Based on operational needs, IUOE custodial employees may be released on an alternate day to the regular scheduled early dismissal/early release days when approved by the Facilities Manager. All early dismissal/early release days will be noted on the custodial work calendar.
10. Positions shall have an assigned starting time, according to the needs of the building District as set by the Facilities Manager or designee Supervisor. ~~Typically, the assigned starting time for chief custodians shall be 7:00 a.m. or earlier. A Day-custodian is a custodian that works during~~

~~the days but is not a chief custodian. Typically, the assigned starting time for day custodian shall be 10:30 a.m. or earlier, however, every employee already working a day custodial position before January 1, 2020, will start their shift at 7:30 a.m. unless the custodian provides a written request to start at 10:30 a.m. Typically the assigned start time for a swing shift, night custodian is 3:00 p.m. Exception shall be subject to dialogue among the building principal, Facilities Manager and the chief custodian.~~

Section 11. Holidays

1. Custodial employees shall be granted fourteen (14) paid holidays and shall be Guaranteed fourteen (14) paid holidays per school year. Custodial employees are not expected to work on the following holidays:

The Friday of Spring Break will be a non-paid, non-workday.

| | |
|-----------------------------|-----------------------------|
| Labor Day | New Year's Eve Day |
| Veterans' Day | New Year's Day |
| Day before Thanksgiving Day | Martin Luther King, Jr. Day |
| Thanksgiving Day | Presidents' Day |
| Day after Thanksgiving | Memorial Day |
| Christmas Eve Day | Juneteenth |
| Christmas Day | Independence Day |

2. If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday falls on a Sunday, then Monday will be a paid day off. When a two (2) day holiday falls on a Saturday and/or Sunday, the District will schedule days off with pay for the holiday(s) that fall on the weekend.

Section 12. Vacations

1. Paid vacation will be applied as follows:

| Years of Services | Hours | Equivalent in days for 8-hour work shifts | Equivalent in days for 10-hour work shifts |
|-------------------------|-------|---|--|
| 0-5 years | 96 | 12 | 9.6 |
| 6-10 years | 136 | 17 | 13.6 |
| Beginning with 11 years | 184 | 23 | 18.4 |
| Beginning with 15 years | 192 | 24 | 19.2 |
| Beginning with 20 years | 200 | 25 | 20 |

Employees may carry over up to a maximum of 320 hours of vacation. Employees who have a vacation leave balance in excess of 240 hours as of August 31 may at their option make a request to buy back up to 40 hours of vacation.

2. Prorated vacations will be allowed for all employees who resign.

3. Days worked, and days paid for by reason of sick benefits shall be counted in computing prorated vacations.
4. The time of vacation period shall be determined by the ~~Operations Facilities Manager or supervisor~~, with the approval of the Executive Director of Maintenance and Operations.
5. The Chief Custodian will be given first preference in selecting a ~~summer~~ vacation periods during school breaks. The Chief Custodian is responsible for developing a ~~summer~~ work and vacation schedules for the building during winter, spring and summer breaks. The Chief Custodian will consider building needs and building seniority when developing the ~~summer~~ school break work and vacation schedules. The schedule is subject to review and approval by the ~~Operations Facilities Manager or Supervisor.~~

Employees that want to utilize their vacation during the school year (not ~~Summer months~~ school breaks) must ~~fill out~~ submit a vacation request ~~form and forward a copy to their chief custodian and supervisor~~ a minimum of seven (7) workdays before the date(s) requested and up to twelve (12) months in advance of the leave, as long as District student and custodial calendars have been released. The employer will make every effort to provide a written response to the employee no later than four (4) workdays from the date the employer receives it and its time stamp. Vacation requests with less than seven (7) workdays' notice may be approved at management's discretion.

- ~~4. Vacations may be split to provide time off at winter and spring vacations. Request for this will have to be made in writing to the custodial office at least two (2) weeks in advance. Approval will be at the discretion of the Facilities Manager on an individual basis according to the building needs and job requirements.~~
6. A full-time employee may take up to ~~thirty (30) consecutive~~ 200 hours of consecutive vacation days time when approved by the Facilities Manager.
- ~~7. Beginning January 1, 2020, any employee who does not use any unscheduled leave, with the exception of jury duty, bereavement leave, and military leave will receive additional pay as follows:~~

| MONTH RANGE | ADDITIONAL PAY | <u>EMPLOYEE USING UNSCHEDULED LEAVE COMBINED</u> |
|--------------------------------|-----------------------|---|
| August - October | \$400 | 0* |
| November - December | \$400 | 0* |

| | | |
|-------------------------------|--------|----|
| January – February | \$400* | 0* |
| March – April | \$400* | 0* |
| May – July | \$400* | 0* |

~~*Except 3 days total to use as needed for each year.~~

~~This subsection will sunset July 31st, 2023.~~

- ~~78.~~ An employee will be paid for up to and including thirty (30) unused vacation days upon retirement or resignation from the District, provided however that an employee will not be required to lose earned vacation.
- ~~11. Through July 31, 2023, if an employee is on Leave Without Pay or is on leave under a state program (e.g. FMLA, PFMLA, L&I) the employee's attendance incentive will be paused and they will be given credit for the last full month range. The employee's attendance incentive will resume on the first full month range of the employee returning to work.~~

Section 13. Insurance Benefits

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

Section 14. Travel Allowance

1. Employees required to use their private automobile to travel on school business or required to attend meetings at a building other than the one to which they are regularly assigned shall be compensated at the IRS established rate.
2. Travel from home to work or first place of call and from work or last place of call to home is not reimbursable except when approved by the Superintendent, or designee.

Section 15. Damage to Car

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

Procedures for submitting a claim:

1. Notify your supervisor and site security immediately.
2. Notify police and get a report or an incident/case number within forty-eight (48) hours of the event.
3. Complete an Employee Personal Property Loss/Damage claim form.
4. Attach the police report or provide the incident/case number, along with a description of the damage, and a repair cost estimate of the damage.
5. Employees must submit the confirmation email from the respective law enforcement agency or provide the police report number on the claim form within sixty (60) days of the date of the incident.

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

Section 16. Payroll and Payroll Deductions

1. Upon employee's authorization, the district will deduct all monthly Union dues, and other legal deductions from the employee's paycheck.
2. Regular or other earnings (overtime and vacation) and total earnings are to be listed on all payroll stubs. The District will annualize an employee's regular wages. Said wages will be paid in twenty-four (24) equal installments (rounded off to the higher penny) on or before the fifth (5th) and twentieth (20th) of each month.
3. The employee contribution amount that is paid into the Central Pension Fund will be shown on payroll statements.
4. Employees shall be required to utilize direct payroll deposit.
5. Should there be any changes to the payroll cycle, the District will provide employees and the Union sixty (60) calendar days' notice of such changes to give the Union the opportunity to bargain the decision and effects.

Working during a State of Emergency:

Employees ~~working required to work on site~~ during a state of emergency, as declared by the governor that results in a district closure, due to inclement weather or a natural disaster shall be paid double time. ~~Days missed during a state of emergency will not disqualify an employee from receiving any stipends.~~ For this section only, a school district closure is defined as a state in which weather or road conditions make it unsafe for non-essential staff to report to their normal worksite.

Inclement Weather:

Any day school is closed due to inclement weather, employees may use appropriate leave without prior approval (vacation or extraordinary) to cover the absence.

ARTICLE V. GENERAL CONDITIONS

Section 17. Program Procedures

1. Chief Responsibilities include, but are not limited to:
 - Chief Custodians shall be responsible for the proper operations of their building and the custodial staff assigned therein as authorized by the Facilities Operations Manager.
 - They shall be knowledgeable about the operation of the heating system and related equipment in their assigned building and stay current with any new equipment and trends in the field.
 - They are responsible to see that personnel under their direction perform custodial assigned duties in a proper, efficient manner using procedures and methods taught in the in-service classes.
 - The Chief will report failure to perform to the Facilities Operations Manager or designee.
 - They shall maintain a courteous, professional relationship with pupils, staff members, parents and others.
 - The Chief shall maintain open communications with building administration and shall keep them informed of any operational issues, including when stations are not meeting District cleaning standards.
 - The Chief Custodian is responsible for having the assignments available for review at all times.
 - Chief Custodians are responsible for communicating changes in permanent work assignments to the staff under their supervision.
 - Chief Custodians will participate in the evaluation of the staff under their direction as provided in Section 20.

A Chief Custodian will be assigned to each building(s) as identified on the salary schedule for a certificated/licensed position. One of the qualifications of the Chief Custodian is to have at least a valid City of Tacoma Boiler Operator's Certificate/License.

Buildings added during the term of this contract will be assigned to the salary schedule through the labor-management meeting process between the District and the Union.

2. Custodians, day persons, firemen, and engineers shall be responsible to the Chief Custodians. They shall perform their duties in a satisfactory, efficient manner using the procedures and methods taught in in-service classes. They shall maintain a courteous, professional relationship with pupils, staff members, parents and others.
3. All positions shall be posted for bid ~~on~~ during the first available bid sheet open bid cycle after becoming vacant unless other arrangements have been made in advance with the Union. ~~Bid sheets will be posted~~ Bidding will be open the first full work week of each month with the exception of July when no bidding takes place.
4. When a custodial employee becomes ill or disabled such that the employee cannot perform the assigned duties, the employee's ~~position assigned station(s) will~~ shall be held open for the return to good health of the employee's return only for a period of

~~twelve (12) months, period of time covered by the FMLA and/or Washington State law not to exceed six (6) months when FMLA/PFML are used consecutively. For employees on an active workers compensation claim, the assigned station would be held for the duration of the claim, not to exceed one (1) year. If an employee is approved to return to work after the assigned station has been filled, the employee will be placed in an open custodial position at the same rate and may bid on the next cycle. Such leave, if approved, will be granted for up to a maximum of one (1) year. subject to a health examination clearing the employee to return to work by the District's consulting physician. This provision cannot be used consecutively without an intervening month of regular attendance.~~

5. No custodial work shall be performed by anyone other than the custodians.
6. Any time a building is open to the public, ~~the Principal and Chief will both sign the authorization form and forward it to the business office, the event will be authorized through the facilities use process~~ pursuant to Section 12.
7. No one but an authorized certificated/licensed custodial employee shall operate, ~~perform safety checks~~ or adjust time sequencing or primary heating controls, except in cases of emergency; in which case only, persons with a valid City of Tacoma Boilers Operators' License may make adjustments. The Tacoma School District will operate all Boilers according to the legal requirements of the City of Tacoma.

All district complexes with the capacity may be operated in "setback" mode outside of normal operating hours, and a certificated/licensed operator is not required to be present when the system is operated on "setback," except as required by the boiler license law. ~~Checks required by the boiler license law shall be performed by appropriately certificated/licensed employees in the boiler check pool and covered by this agreement.~~ Maintenance personnel may occasionally operate boilers and other HVAC equipment for the purpose of diagnosis or repair only with specific written notice to the chief custodian of any diagnosis or repair to a boiler. ~~The District shall maintain a certificated/licensed Chief Custodian in each school facility in the District per Section 19 (1).~~

The District will establish a boiler check pool of licensed custodians to perform boiler checks when operating the boilers in automatic and in the "setback" mode as follows:

- a. ~~The pool will be made up of twenty (20) certificated/licensed boiler operators with a third-grade boiler license or better.~~
- b. ~~The certificated/licensed boiler operators shall only operate the number of boilers up to the aggregate of British Thermal Units of all boilers under the care of the boiler operator.~~
- c. ~~Certificated/Licensed employees shall apply to serve in the pool each September and will be assigned to the pool by license seniority.~~
- d. ~~The certificated/licensed employees will be assigned work by license seniority.~~

- ~~e. The Operations Manager shall notify the members of the pool at least ten (10) workdays prior to the non-school day that EMS set back boiler checks are to be performed and the days that the boiler checks need to be performed. The certificated/licensed employees in the pool who want to work will be assigned at least five (5) workdays in advance of the non-school day EMS set back boiler checks.~~
 - ~~f. If a member of the pool is off on sick leave or leave without pay the day prior to the weekend, said certificated/licensed employee will not be able to work and the Operations Manager will assign the next certificated/licensed employee who is willing to work that non-school day.~~
 - ~~g. If there are insufficient members of the pool to work or the pool has been exhausted, the District will use the employee required to return to duty language under Section 11 of the agreement.~~
 - ~~h. Members of the pool may decline working on certain weekends or if they are going to be working in their assigned building by building use permit. At any time, a member of the pool may resign from the pool. If there is a vacancy in the pool, the vacant position will be placed on the very next bid sheet for qualified license employee with the most senior employee being assigned.~~
 - ~~i. As an incentive for employees to get a third grade boiler certificate/license, each employee in a certificated/licensed position who possesses their third grade boiler certificate/license or greater will receive an annual bonus of \$700.00 payable on the last payroll in March. A class 4 Boiler license will award an employee a \$350 dollar stipend upon completing certification.~~
 - i. Each employee in a certificated/licensed position will receive an annual bonus of \$100 payable on the last payroll in March to cover their license renewal fee. As an incentive for obtaining a boiler license, upon completing certification, the employee will receive a one-time stipend of \$350 for a Grade 4 license and \$700 for a Grade 3 license.
 - ~~j. Those certificated/licensed employees in the pool will be paid at the appropriate rate of pay.~~
 - ~~k. Only a member of this bargaining unit shall operate the Energy Management System (EMS) where the EMS system can turn on and off the boilers and monitor the building controls.~~
 - ~~l. If a certificated/licensed custodian is working in a school on a non-school day that certificated/licensed custodian will perform all boiler checks for that day in accordance with the ordinance on that day.~~
8. Custodians are not required to handle foods prepared for consumption.
9. When a building is resurveyed, the Union Policy Committee may review the findings.

10. An employee's work assignment will not be permanently changed by anyone other than the Operations Facilities Manager. ~~The Chief Custodian is responsible for having the assignments available for review at all times. The building work schedules will be initialed by the Operations Manager at the time of revision. Chief Custodians are responsible for communicating changes in permanent work assignments to the staff under their supervision. Work assignments shall be posted in the Chief's office with effective approval date and supervisor signature.~~
11. The Operations Facilities Office will not use supervisors to fill vacant custodial positions, except for emergencies and until a replacement can be found.
12. When any custodial work assignment and/or station assignment are changed materially or a new one created, the District will notify the affected employee(s) and Union, a minimum of thirty (30) calendar days prior to implementation of changes. If the Union believes wages and classification may be negatively impacted, wages and classification will be negotiated. Changes will not be made arbitrarily.
13. The District will endeavor to maintain sufficient personnel on the staff to properly maintain assigned areas. Each employee's assignment will have areas of responsibility defined, with times as appropriate. A continuing effort to update assignments, techniques and equipment is an ongoing function of the custodial operations department and such information will be shared with IUOE, Local 302.
14. The District will maintain a certificated/licensed relief list of employees to provide coverage in the event that vacancies needing coverage expand beyond the bid positions in the certificated/licensed relief pool. Employees on the list must be certificated/licensed with the most recent evaluation reflecting a score of seventy (70) or above. When calling employees to work from the list, employees must meet the licensing requirements of the job. The District will select employees based on certificated/licensed seniority.
15. ~~The District agrees to pay the appropriate rate of pay in the appropriate classification to a relief employee who is filling in for a certificated/licensed employee who is on leave with pay or without pay for a period in excess of thirty (30) calendar days. Said rate of pay for the relief employee shall apply for holidays, vacations, and extra work on non-workdays; provided, however, the relief employee works the day before and the day after the holiday, vacation or non-workday. The District will not arbitrarily remove an employee from a long-term relief assignment.~~
16. Custodians will not be asked to supervise student activities except in cases of an emergency.
17. The District retains the right to review and implement standards, procedures and time allowances for custodial and housekeeping functions. Before changes to established standards, procedures, and time allowances are implemented, the Union can request that a time-on-task study be undertaken to verify that such changes can be reasonably accomplished within the allocated time. Any such time-on-task studies shall be reviewed jointly by a committee comprised of an equal number of District and Union representatives.

18. Certificated/Licensed Relief employees shall not be removed from an assignment for arbitrary or capricious reason. When the Certificated/Licensed Relief employee is needed to fill a high certificated/licensed or classification position, the employee may be moved to such a position.
19. The District and the Union agree that custodians will dress in a professional, appropriate manner. Clothing shall be clean, well kept, and free of symbols or messages inappropriate for a school setting regardless of shift. Employees will dress for safety consistent with their work task and/or assignment. If a ~~Operations~~ Facilities Manager/Supervisor becomes concerned about the appropriate dress of a custodial employee, they may request that the employee dress appropriately. If the employee disagrees with the supervisor's directive, they may ask for resolution through labor-management. The District encourages the wearing of long pants on days when students are present. However, custodians may wear shorts for personal comfort when necessary.
20. Effective September 1, 2016, when a high school day person position becomes vacant, each of the five positions may be filled without any certificate/license requirements. The employee filling the position will be placed on level F on the salary schedule. Appendix C - Custodial Pay Classification will reflect all day custodians at Level F on the salary schedule.
21. Shoe Allowance:
Once a year in September, employees will be allotted two-hundred-dollars (\$200) allocation for purchasing work shoes. New employees will receive the annual allocation after successful completion of ~~ninety (90) days employment~~ a probationary period. Allocations will not be carried over from year to year and any monies not spent will be forfeited.

Allocations may only be used to purchase shoes. Employees will be responsible for any cost over two hundred dollars (\$200).

Section 18. Seniority, Bidding, and Evaluation

1. The custodial seniority of an employee shall be established upon their ~~date of Hire~~ as the date of the employee's first full day of work. The custodial seniority of an employee shall not be lost due to illness, authorized leave of absence or a temporary layoff. Custodial seniority shall be the basis of custodial staff reduction.
2. The promotional seniority lists shall be brought up to date each year on January 1 based on January 1 and posted in each school in the Chief Custodian's office. A copy of each list will also be sent to Union Field Representative.

~~Classification Hierarchy (See Appendix) shall award all employees first priority for all bids. Certificated/licensed seniority shall trump Date of Hire seniority regarding bidding on all licensed positions. Certificated/licensed seniority shall begin the date the employee first gets their boilers' license.~~

This section shall go into effect with the January 2020 seniority list. The certified/licensed date for employees hired before that date will be the seniority date they hold at the time of the ratification of this agreement.

List A: Certificated/Licensed Employees' Promotional Seniority List: ~~Placement on this list will be governed by the calendar year of license, the year, day, and month of last hire as a full-time employee except as provided in item (4) of this section.~~ Certificated/licensed seniority shall begin the date the valid license is submitted to the district and employee has successfully completed the new hire/rehire probation period. Only eight (8) hour employees with a license shall be placed on this list.

If an employee requests and receives a part-time assignment, the employee's certificated/licensed seniority will be based upon reassignment to an eight (8) hour assignment.

Any employee whose license is allowed to lapse or is revoked loses certificated/licensed seniority. Certificated/Licensed seniority will be reestablished based upon the reissued license.

An employee who has a boiler license at the time of hire by the District is eligible for the certificated/licensed seniority list ~~after completing one (1) calendar year of work as a custodian with the District~~ as of the date the employee has successfully completed the new hire/rehire probation period.

List B: Custodian Promotional Seniority List: Seniority on this list shall be established ~~at the time the employee is hired~~ as the date of the employee's first full day of work.

3. An employee shall establish seniority for bidding. Certificated/licensed seniority shall trump Date of Hire seniority regarding bidding on all licensed positions.
4. An employee must complete the courses/training designated for each Level and Step as a requirement for advancement to the position and/or wage rate designated for that Level and Step as described in Appendix B.

A former custodial employee who does not have layoff rights and who is rehired by the District, ~~will be considered a new employee. An employee who has successfully completed a training class may bypass such a class and be credited for the class, effective the same time that a new employee could qualify for the training class increment or a custodial employee with previous school district experience may be credited hour for hour for previous time worked at a school district when combined with completed courses/training to qualify for pay advancement, if the District and the Union mutually agree. If said employee has a license, they does not qualify for the certificated/licensed seniority list until one~~

~~year from the date of rehire. The effective date of the license will be the year the employee qualifies. If said employee has a license, licensed seniority shall begin the date the valid license is submitted to the district and employee has successfully completed the new hire/rehire probation period.~~

5. An employee's seniority shall be based upon the mutually agreed upon seniority list. Any ties after the effective date of said list will be resolved by the highest number comprised of the last four digits of the applicants' social security numbers.
6. An employee with an average score of less than seven (7) in any category on their evaluation will receive a written notice including the areas of unsatisfactory performance with recommendations for improvement in identified areas. The Union Field Representative shall receive a copy of the written notice.
7. ~~All non-certificated/non-licensed bid positions will be awarded to the qualified employee from the seniority lists based on a passing evaluation of seventy (70) or above with no more than one single category scoring less than seven (7). Assignments within a building will be assigned in accordance to building seniority. A school shall be construed to mean a total of a complex of all buildings.~~
8. ~~To be eligible for certificated/licensed positions, employees must have at least a passing evaluation of seventy (70) with no more than one single category scoring less than seven (7), and Classification D through A the required boiler license for the position. Further selection criteria shall be as follows:~~

Chief Custodian Positions:

- a. The District reserves the right to interview for only Chief Positions using the following criteria:
- b. The three (3) most senior qualified candidates, by license seniority, classification and required licensing in the District will be interviewed.
The interview panel will consist of:
 - i. A building administrator; and
 - ii. An ~~Operations~~ Facilities Office representative.

~~A representative~~ The Field Representative from the Union will be present as an observer but will not participate in the selection. If the Field Representative is not available, they may ask a Union recognized shop steward to act as the observer. The shop steward will be paid at their normal rate of pay for the time worked observing, not discounting overtime, if applicable. Every effort will be made to assign a union designated observer from the same shift when the interview is conducted.

- c. The building administrator may choose to forego the interview process in which case the senior employee of the qualified candidates will be assigned.

If the building administrator does not choose the most senior employee, the selection will be determined by the employee with the highest composite score on the following criteria:

- i. The employee's most recent evaluation score (the average of the scores given by the building administrator and the Operations Office).
- ii. The average score on the interview between the building administrator and the ~~Operations~~ Facilities Office representative.
- iii. The employee's licensed seniority in the District multiplied by two (2).
- iv. The employee's classification in the District with "A" equal to fifty (50), "B" equal to forty-five (45), "C" equal to forty (40), "D" equal to thirty-five (35), and an employee not currently holding a certificated/licensed position, but qualified for position, equal to thirty (30).

d. SELECTION GUIDELINES

- i. The ~~Operations~~ Facilities Office shall assume overall responsibility for managing the selection process.
- ii. Each candidate interviewed shall respond to the same questions. The scoring of each interview will occur immediately after the employee's interview.
- iii. The Building Administrator and the Operations representative will jointly develop questions for the interview. The Facilities Manager or designee of classified personnel will review the questions with ~~Operations~~ Facilities Office to assure legal compliance appropriateness. Questions must focus upon the knowledge, skills, experience, and attitudes that contribute to success on the job and responses will be evaluated using a maximum ten (10) point scale established to base the interview on a maximum one hundred (100) points. Principals should avoid making judgments on the candidates until the interviews have been completed.
- i. If, after the interviews, the top-ranking candidate declines the position, the building administrator can opt to select the second

- ranking candidate or interview the next senior candidates to assure a pool of three (3) candidates.
- ii. No interview shall be conducted unless all three (3) candidates can be interviewed the same day by the same interviewers.
- iii. vi. Selection shall be announced within five (5) days of the interview.
- iv. All interviewed candidates shall be notified in writing of the results of the interview.
- v. Unsuccessful candidates will have the opportunity to meet with the ~~Operations~~ Facilities Office regarding the selection at the request of the employee(s).

Licensing for Stadium and ~~Wilson~~ Silas High School:

The night engineer position at Stadium and ~~Wilson~~ Silas high school does require a class 3 boilers certificate; however, the position will allow an employee, upon obtaining the station, to hold a class 4 boilers certificate for up to one year without a class 3 boilers certificate. A class 4 certificate cannot bid on this position until it is opened for rebid. If, after one year, the employee has failed to obtain their class 3 boiler certificate they will lose their classification and position. They will also be ineligible to bid on any class 3 position with a class 4 boiler certification until they have obtained their class 3 boiler certificate. The pay for the position shall not go into effect for the employee until the employee has received the class 3 boiler certificate.

9. Evaluation

The District will evaluate custodial employees at least once annually by August 31 or as indicated in this section. Employees will be given a copy of their evaluations at the time of the evaluation.

~~The purpose of the evaluation process is to provide an open dialogue and communication between the custodians, building administrators and supervisor that fosters both improvement and correction of an employee's performance. Employees who are performing in such a manner that their evaluation rating may fall ten percent (10%) lower (combined score with principal and supervisor) than their immediately preceding evaluation in job title, except in the case of a serious violation of departmental direction or when events occur that require significant disciplinary action shall be given reasonable advance warning that their performance must be improved in order to maintain their previous evaluation rating.~~

The chief custodian, ~~custodial~~ Facilities supervisor and building administrator will evaluate the custodial staff in the building. The chief custodian, custodial supervisor and building administrator will make every effort to meet as a team to discuss the employee's evaluation in person. The evaluation form shall contain the ratings of the chief custodian, ~~custodial~~ Facilities supervisor and building administrator. The form will have a section for each participant to sign, date and add comments as needed. All

three evaluation numerical ratings will be averaged to produce a final evaluation score. All evaluations shall be completed no later than August 31 each year.

In the event of the absence of one or more of the evaluation scores, the Union and District will mutually agree on the process to complete the employee's evaluation. Such agreement will precede any interviews and/or completion of the bidding process when the affected employee has an uncompleted evaluation.

An existing employee must receive a grade of seventy (70) or higher with no more than one single category scoring less than seven (7) on the last evaluation to be eligible to bid.

An employee with a score of less than seven (7) in any category on their evaluation will receive a written notice including the areas of unsatisfactory performance and recommendations for improvement. The Union shall receive a copy of the written notice.

Any employee may request an evaluation after sixty (60) working days from the last evaluation.

Performance Correction Process

- a. An evaluation below seventy percent (70%) is unsatisfactory. Any employee with an evaluation below seventy (70%) will be provided with written notice of the areas of performance that were unsatisfactory and the areas in which the employee must improve and will be reevaluated within sixty (60) working days.
- b. If the employee's evaluation after sixty (60) working days is still below ~~seventy~~ seventy percent (70%), or if the District determines that a negative change in an employee's performance merits action, the employee will be placed on a ninety (90) working day probation period. The employee will receive a probation notice letter, including the areas of unsatisfactory performance and the areas in which the employee must improve. The Union shall receive a copy of probationary letters.
- c. The employee will be evaluated every thirty (30) working days during the probationary period. The District may end a probationary period if an employee makes necessary improvements, or extend the probationary period for an additional sixty (60) working days if there has not been sufficient improvement in work performance.
- d. Failure to satisfactorily complete a probationary period is grounds for termination.
- e. With prior approval of the District, a Union representative may attend meetings scheduled with employees related to the probation process.
- f. Newly hired or rehired employees will be evaluated at the end of 1040 hours, which will constitute a probationary period. Upon receiving an evaluation score above seventy percent (70%), with no single category scoring less than seven (7), the employee will have successfully fulfilled the probationary period. During the probation of a new hire the District retains the right to dismiss the employee without recourse to the other provisions of this agreement.

10. Vacant Positions

All vacant positions will be posted for bid on the next bid sheet on the Monday of the first full calendar week of each month (Vacant positions for September will be posted on the Tuesday after Labor Day); provided, however, all custodial positions will not be posted during July; said positions will be posted for bid on the Monday of the first full calendar week in August until the Monday of the last full week in August and assigned effective September 1. The bid sheet shall include, but not limited too; school or location, position, license(s) required, pay range, start and stop time to include lunch periods.

When the staff and students are temporarily relocated from one building to another, the positions at the temporary site are not "vacant positions" subject to bid. If there are additional positions at the temporary site, those positions are subject to bid. If there are fewer positions at the temporary site, the employees with the least building seniority in the impacted classifications will be placed on relief until they bid for other positions, or their positions are restored at the original site.

The ~~Operations~~ Facilities Office will ~~send each employee a copy of the bid sheet~~ provide bidding access to all eligible employees. Bids will be open for at least five (5) working days for consideration by qualified, eligible employees.

For Chief Positions:

After a bid closes the District will notify the principal of the school(s) within three (3) working days. The District shall require that the principal of the school(s) will respond within two (2) working days if an interview is requested for licensed positions. The ~~Operations~~ Facilities Office will endeavor to schedule interviews within ten (10) working days following the close of bids. If the selection is not made by the last working day of the month, the most senior candidate will fill the position, provided that in extenuating circumstances the District will notify the ~~Union~~ Field Representative of such circumstances and request a mutually agreed-upon date to conduct the interview. The District may utilize an extension at the last day of the month one time per school year (September 1, through August 31). The extension shall not exceed three (3) workdays.

An employee may bid on any posted position; provided, however, said employee is not eligible to bid on the previously held assignment or on a position of the same classification for the next two (2) bidding periods. The employee who is the successful bidder will be assigned to the position effective the first (~~1st~~ 1st ~~P^t~~) working day of the next month. An employee may request to start earlier, the Facilities Manager or designee will retain the ability to approve or deny the request depending on department needs.

Employees on vacation may make arrangements with the ~~Operations~~ Facilities Office to Bid ~~by mail~~ by an alternative process.

~~All unbid positions, except non-certificated/unlicensed swing shift custodian positions shall be posted a second (2nd) time. If there are no bids for the position, the Operations Manager may offer an employee, including apprentices in qualified positions, the unfilled position by seniority. If the position is not accepted; the~~

~~Operations Manager may assign the least senior employee including qualified apprentices.~~

C & D Class Certificated/Licensed Relief Positions (HP/LP MOU)

If no person with a grade III boiler license bids within one (1) bid cycles, the open position can be filled as a D Class Certificated/Licensed engineer relief by a custodian with a Grade IV Boilers License.

If there are three (3) or more filled D Class Certificated/Licensed, vacated D Class Relief or C Class Relief positions will be posted as C Class Relief for one (1) bid cycles before they can be filled as a D Class Certificated/Licensed.

If there are fewer than three (3) filled C Class Certificated/Licensed Relief positions, any employee in a D Class Certificated/Licensed Relief position who obtains their Grade III Boilers License will automatically become a C Class Certificated/Licensed Relief with all the benefits afforded to that position until the three (3) C Class Certificated/Licensed relief positions have been filled.

If there are no bids for a position after one (1) bid cycle, the Facilities Manager may offer an employee the unfilled licensed position by seniority. Licensed positions shall be offered by License seniority.

If the offered non-licensed position is not accepted, the Facilities Manager may assign the least senior qualified employee.

~~11. An employee who is not working in the custodial bargaining unit and is not in leave status pursuant to this agreement will not appear on the promotional seniority lists.~~

~~An employee who leaves the custodial bargaining unit, but continues as an yet stays employed by the District may return to the Custodial Bargaining Unit and maintain their seniority if the return within a year of leaving. employee of the District shall have all seniority earned within this bargaining unit credited to him or her upon return to this bargaining unit.~~

~~No employee will earn bargaining unit seniority while working outside the bargaining unit, unless the District and Union agree to an exception in writing.~~

- ~~12. An employee who requests a transfer to a posted position must fill out the "Application for Change of Position" form. The employee may identify the need for a break in period and request one (1) or more days. If any break in days are authorized by the manager of custodial services, they will be completed prior to~~

~~the beginning of the month at the employee's current rate of pay. Any request by an employee to return to the former position must be during the break-in period. However, if the employee chooses to return to their former position the second (2nd) employee on the bid list will be assigned the new position without any break-in period.~~

13. When there is a vacancy in the building for a custodial position, the custodian with the most building seniority will have first (~~1st~~ ~~P^r~~) choice, but will have to notify the ~~Operations~~ Facilities Office and Chief Custodian prior to the posting. ~~When such a vacancy occurs, custodians within the building shall receive five (5) working days' notice prior to the posting.~~
14. When a vacancy is created for a split station the most senior custodian in the two schools impacted will have right of first refusal to assume the split station.
15. Successful bidders for certificated/licensed positions shall be evaluated within the first sixty (60) working days of their new assignment. In the event the employee receives a score of below seventy percent (70%) on the sixty (60) working day evaluation, the employee shall be removed from the position. The employee will revert back to their previous license classification and wages. Employees with previous license classification will be placed upon the Certificated/Licensed Relief List. All employees will be eligible to bid for open positions. Successful bidders may return to their previous position within three working days on the job in the assignment but shall maintain classification and will be placed upon the Certificated/Licensed Relief List and will be eligible to bid for open positions.

16. Pulling and Pick-ups:

Pulling of Employee is when the district must pull an employee out of their building to do an absent employees' station in another building.

An out-of-building pull shall be paid to the pulled employee an additional five (\$5.00) dollars per hour for the whole day duration of the pull. ~~Employees will be pulled for an entire shift and will work at only the one station. Some examples of when an employee may be pulled are when all stations within a shift period (see Article IV, sec, 12#10 for shifts) are empty or when three employees are absent from the same building, or a safety emergency that could cause harm to children or staff. Employees not on the volunteer list will not be pulled more than four (4) days per month for reasons other than attendance.~~

Pull Volunteer List: If the District needs to pull an employee from one building to perform custodial work in another building, the district will utilize personnel on the pull volunteer list. Employees will be selected on a rotational basis from the pull list. If no employees are available from the pull list, employees shall be pulled by seniority order lowest to highest unless it causes a similar staffing deficiency in which case the next lowest senior employee will be pulled.

Pickup: A pickup is when an employee is absent and another employee(s) from same building partially cleans two stations on the third (3rd) day of pickups, ~~affected employees will be given a minimum of one (1) hour of overtime, per person, per pickup, to help recover lost time on that employee's station from the other employees' absence. Pickups on multiple days shall be assigned on a rotational basis by the chief if there are multiple employees within the building. The chief will be given first preference to do any pickup work within their own building including overtime on the third day. If a chief selects to work the overtime, the hour of overtime can be before the chief's normal start of the day.~~ a building that is classified as "B" or higher will receive two (2) hours of overtime to clean the pickup station. Buildings classified less than a "B" classification will receive one (1) hour of overtime to clean the pickup station.

Section 19. Personnel Procedures

1. The District shall retain the sole right to the selection of new employees.
2. The District reserves the right to select ~~custodial~~ Facilities supervisors. However, the general practice will be to promote from within the ranks of the employees.
3. All custodians are subject to transfer on a temporary basis during the summer months or in cases of emergency.
4. When an employee holding a certificated/licensed position is disqualified the employee may return to custodian on relief status. The employee is eligible to bid on any sweeping assignment. An employee who is demoted will be assigned by the ~~Operations~~ Facilities Manager.
5. Temporary employees may be laid off in the summer at the discretion of the ~~Operations~~ Facilities Manager without forfeiture of any prorated vacation pay due them. They will, however, be placed when needed in any additional extra summer work.
6. **Layoff and Recall Procedure**

If the District eliminates a certificated/licensed position, the employee assigned to that position will bump the least senior employee in the same classification of the same title, if any. The least senior employee will then bump the least senior employee of the same title in the next lower classification, provided that this employee's seniority is less and provided further that an E classification chief or an engineer may bump a fireman. This process will continue until the least senior employee in the District has been laid off or reassigned. Seniority will be in accordance with the negotiated seniority list. Said employee will retain their classification until they successfully bids on another position of the same or higher classification.

Said employee's salary will be frozen until the salary of the lower classification is equal to or exceeds the grandfathered rate of pay.

If the District eliminates a day person position, the employee assigned to that position will bump the least senior employee assigned to a day person position. The employee bumped will be transferred to relief status; said employee's salary will be frozen until the salary of the lower classification is equal to or exceeds the grandfathered rate of pay.

If the District reduces a non-certificated/unlicensed custodian position from school building complex, the non-certificated/unlicensed custodian with the least District seniority from the appropriate list will be transferred to non-certificated/unlicensed custodian relief; said employee may bid on future posted vacancies.

The District will lay off part-time non-certificated/unlicensed custodians prior to laying off any eight (8) hour employees. Part-time non-certificated/unlicensed custodians who are laid off will be placed on a part-time seniority lay off list for fifteen (15) months from the date of layoff. The District will give preference, by seniority, for rehire to persons on this part-time list before hiring a new employee to a custodial position; if rehired to a part-time non-certificated/unlicensed custodian position within fifteen (15) months, said employee's previous hire-in date will establish the employee's seniority.

The bumping procedure for a reduction or elimination of position will be done not only by classification but will be done by job title in classification.

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

A person who rejects an offer of eight (8) hour employment will be dropped from the layoff list and thereby lose all recall rights.

There shall be no individual layoffs in the bargaining unit during the duration of the agreement. An employee who is laid off by the District and is eligible to be on the layoff list will be given preference to work by seniority highest to lowest.

The Union Field Representative shall be informed as early as possible of the final decision to reduce staff. Affected employees will receive notification of terminations, which shall not become effective for thirty (30) days.

When the District reduces the custodial staff, it shall adhere to custodial seniority as nearly as possible. Layoffs will be in the following order: part-time, then full-time custodial department seniority. Each employee involved shall be given two (2) weeks' notice prior to layoff.

A person on the layoff list will be offered temporary summer work before the District offers it to a person not on the layoff list.

7. Personnel Files

The District personnel file on any employee shall be subject to review at reasonable times by the employee.

Any critical written matter or any commendatory items shall be shared with the employee prior to its inclusion in the employment file and shall be signed or initialed by the employee as proof of knowledge of its entry. Materials reviewed by an employee and judged by the employee to be derogatory to their service, character, or personality may be answered and/or refuted by the employee in writing. Such written response shall be permanently attached to said materials and shall become a part of their personnel file.

Copies or records of grievances filed by an ~~employee~~ Union Field Representative on behalf of an employee shall not be entered into the personnel file. An employee may make a request to the Assistant Superintendent, Human Resources to have material removed from the file. In the case of disciplinary materials, the request may be granted if no other disciplinary actions have occurred for two years since the date of the material being requested for removal.

Section 20. Professional Development

The District will offer Professional Development training for custodians. The majority of the training will be Computer Based Training (CBT) and will be conducted during work hours, for pay, it will consist of thirteen (13) classes (see Appendix B, Training Chart).

For an employee to qualify for training pay incentive increases the employee must:

1. Sign up for the training classes.
2. Meet the time requirement listed on the Training Chart on Appendix B, and
3. Work in a position commensurate with the training (e.g. Chief Custodian or
4. Fireman) to receive the increase in pay.

Classes taken before the timeframe requirements shall be banked and counted toward the pay advancement once the employee qualifies for the increase, (See Chart on Appendix B). An employee who meets the timeframe requirement and requests training will be immediately afforded the step increase no matter if the class is offered or not.

Boiler license training will be provided by an approved training program acknowledged by the Tacoma Boiler Board, namely a trade school, however additional boiler training can be provided by a vendor or in-house. Boiler training will be optional for all employees, but no employee will be denied boiler training. The District retains the right to limit the number of employees that can enroll each term. Initial Boiler classes will be paid for by the District, as well as future required Refresher classes, so long as the employee has successfully completed their new hire/rehire probationary

period. Boiler training outside normal work hours will be paid by the employer at 1.5 times the employees' normal rate of pay. If an employee does not pass an initial Boiler Class, any boiler training outside normal work hours and any additional boiler classes for the same boiler class certificate/license will not be paid by the District.

Section 21. Discipline

1. Employees are responsible for recognizing changes to the District policy and related policies as they may change.
2. The District will notify an employee prior to a meeting set up for possible disciplinary action so that the employee has an opportunity to obtain Union representation. If representation is not available, the meeting will be rescheduled to a mutually agreed upon time.
3. When an employee is dismissed or suspended for disciplinary action, a written notice will be given to the employee with a copy sent to the Union Field Representative.
4. The District will act in good faith in the dismissal or demotion of any employee.
5. Discipline will be for just cause. As such, an employee will not be disciplined for an arbitrary or capricious reason. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand, suspension or termination. The employee will receive a copy of any written reprimand.

Section 22. Drug and Alcohol Testing

If the District determines that it has reasonable suspicion that an Employee may be under the influence of drugs or alcohol in violation of District Policy 5201, Drug-Free Schools, Community, and Workplace, the District may direct that employee to immediately accompany a District administrator and a District School Patrol Officer to an appropriate facility for testing.

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

The Business Field Representative of the Union will be given a courtesy telephone call that the District will be requiring a drug or alcohol test of an employee. If an employee wishes to have a Union representative present at the testing facility or during transport to the testing facility, it is incumbent on the Employee to secure the presence of the Union representative present. However, seeking the presence of the Union representative shall in no way delay the testing process once the directive to be tested has been given.

All testing will be performed by Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratories. Testing will be performed by trained technicians. The Employee may request, within fifteen (15) days of being notified of a positive test that the medical review officer

(MRO) arrange to have the original sample retested, at the employee's expense, at a different SAMHSA certified drug testing laboratory. If the retest is negative, the MRO shall revise the test results to negative, and the employee will be reimbursed for the cost of the retest.

The Employee will be compensated at her/his appropriate hourly rate for the time devoted to travel to and from the testing facility and the test procedure. Following the test and prior to any disciplinary or other administrative action being taken, the Employee will be advised in writing of the nature of the allegations. If there has been no other related misconduct, employees who test positive for drugs or alcohol will be offered one opportunity to have a drug or alcohol assessment and successfully complete any treatment or counseling prescribed in the assessment before being considered for disciplinary action. The school district will incur no financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement. Employees may utilize accrued leave while participating in substance abuse treatment or may be placed on unpaid leave if they do not have sufficient leave to cover their absence during treatment.

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

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

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

Section 23. Leaves

The District shall comply with all Federal, State and Local laws governing the use of Leaves. Should there be any changes or additions to the existing laws governing this section (e.g. FMLS, WLAD, WFCA, Paid Sick Leave and PFML) the parties shall meet to bargain implementation of those alterations to the Agreement.

Premiums for the PFML shall be paid by the employer and employees pursuant to the portion formula in RCW 50A.10.030. Employee share shall be paid through payroll deduction. PFML may be used consecutively with the employee's other leave entitlements if allowed under that program.

1. Notification Procedure

~~An employee must notify the Operations Office immediately whenever said employee will not report to work for any reason. If an employee will not report to work for any reason, the absence must be reported immediately through the designated absence reporting protocol.~~

- a. Day shift employees, ~~engineers, fireman and early shift custodians,~~ must report absence ~~call the prior day~~ no later than 8:00 p.m. the evening prior.
- b. Swing shift employees must ~~call~~ report absence prior to 10:00 a.m.
- c. Graveyard shift employees must ~~call~~ report absence prior to 10:00 a.m.

For an unanticipated/emergency absence occurring after the designated reporting time, an employee must notify ~~the Operations Manager as soon as possible -~~ a supervisor and report the absence as soon as possible through the designated absence reporting protocol.

The ~~Operations Facilities~~ Manager or Supervisor may discipline an employee who fails to report his or her absence in accordance with this procedure; the discipline may include the loss of work and pay for the day.

An employee on sick leave who can return to work after the time specified ~~above in the reporting procedure~~ may call the ~~Operations Facilities~~ Office. The ~~Operations Facilities~~ Office, at its discretion, may assign said employee to an available assignment or continue the employee on sick leave for the day.

~~An employee must notify the Operations Office prior to returning to work in accordance with the times mentioned above. Employees are~~ responsible for ensuring all absences are reported correctly and on time per the department's absence reporting procedures.

If reason(s) for absences are found to be inaccurate, the employee will be subject to appropriate consequences; willful falsification of payroll records will result in discipline.

In general, medical certification is not required to support an application for sick leave benefits for short-term absences. However, such certification may be required by the District in individual cases where an employee demonstrates a sudden change in attendance or a suspect pattern of attendance.

2. Leaves with Pay

a. Sick Leave

At the beginning of each fiscal year, twelve (12) month employees will be credited with twelve (12) days of sick leave. Sick leave may be used for absences caused by illness, injury, and disabilities, including those caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

In addition, up to three (3) days of sick leave shall apply to emergencies.

The following conditions apply to emergencies:

- i. The problem has been suddenly precipitated.
- ii. Preplanning is not possible.
- iii. Preplanning cannot relieve the necessity for the employee's absence.
- iv. The problem is not minor or of mere convenience, but of a serious nature.
- v. Auto trouble shall not be considered an emergency except in case of an accident.

Any employee that calls in sick for more than forty (40) consecutive work hours due to illness or injury or in the event that an employee has used sick leave to cover for a vacation leave day that has been denied, shall submit a medical report (doctors note) the next workday and every thirty (30) days thereafter while the illness persists for FMLA requirements.

Sick leave allowance for part-time employees or employees who work only part of the fiscal year shall be prorated. The unused portion of such allowance shall accumulate from year to year in accordance with current state law.

Employees who resign from the District and are subsequently employed by the District shall retain the number of days of accumulated sick leave held at the time of resignation from the District provided that they have not been used while employed by another public agency.

Supplemental Condition for Sick Leave Buyback:

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

b. Workers' Compensation (Industrial Insurance)

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

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

- ii. The appropriate payroll clerk(s) will automatically allocate accrued sick leave for all working days included in the first three calendar days following an injury, except that guaranteed paid holidays which fall within the first three (3) calendar days following an injury will be paid as holiday pay in lieu of sick leave for eligible employees in order to make total pay equal to regular pay.
- iii. For absences extending beyond three (3) calendar days, the appropriate payroll clerk(s) will automatically implement sick leave balancing to make total pay equal to regular pay. In addition, when sick leave has been exhausted, an employee may request in writing to use vacation pay balancing. An employee may request in writing at any time that sick leave not be used in order to make total pay equal to regular pay. Sick leave used cannot be "bought back."

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

- iv. The District will continue to pay its share of the employee's health insurance subsidy only each month during the first twelve (12) months provided that the employee furnishes their share to the business office each month by check made payable to the Tacoma Public Schools.
- v. At the end of one (1) calendar year from the date of the injury, the following applies:
 - (a) An employee who is not authorized to report back to work may request a leave of absence in writing using the Request for Leave Without Pay form provided by the District pursuant to the Other Leaves item (Section 24.3.d) of this Agreement. The leave request is subject to Board approval at its discretion.
 - (b) Said employee will be paid for all unused vacation pay earned.
 - (c) If said employee returns to active employment status with the District, his or her remaining sick leave balance will be

reinstated in accordance with District policy.

- (d) Group medical insurance benefits terminate; each employee must arrange for COBRA benefits or for his or her own medical insurance coverage, if desired.
- (e) While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to the employee in the same manner as if the injury had not occurred for a period of twelve (12) calendar months. The District's obligation to an employee for accrual of these fringes terminates at the end of twelve (12) calendar months.

SUPPLEMENTAL CONDITIONS:

The District, at its discretion, may establish a light duty position for any District employee who is on workers' compensation with the exception of work which supervises children as seen in section 19.17. The light duty position is not subject to posting, bidding, etc. Any District employee so assigned will not replace any current employee. The District will notify the Union Field Representative of the light duty assignment, including the assigned hours, for any bargaining unit employee.

Twelve (12) months of benefits pursuant to item (3) of this section are the maximum benefits for an employee, unless said employee works thirty (30) consecutive days of regular duties to restore eligibility for said benefits.

An employee who has exhausted twelve (12) months of benefits pursuant to this section and who returns to a light duty position shall have the benefits of this section restored one month for each one month of light duty work up to six (6) months at which time the full benefits of this section shall be restored.

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

1. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington State Department of L & I, except that placement in apposition shall be pursuant to the terms of the Agreement; provide, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.

2. The employee shall, as a condition of receiving benefits under Section 24, Staff Protection, L & I Disability, execute an assignment of the proceeds of any judgement or settlement in any third (3rd) party action arising from such injury or illness in the amount of compensation received pursuant to Section 24, Staff Protection, L & I Disability, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney's Office of Pierce County.

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 registered with the SEBB or other government organization, mother, father, daughter, son or siblings, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother and grandchild.

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

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

Extensions may be granted by the Assistant Superintendent, Human Resources, in extenuating circumstances. Bereavement leave is non-accumulative. If not specifically provided for in this section, bereavement leave is not provided at the time of the death of an in-law unless the person was residing in the employee's household.

d. Family Illness Leave

Custodial employees shall be granted a leave of absence with pay of not more than three (3) days during a year when such absence is occasioned by the illness of any relative residing in the household of the employee and/or the following family members which necessitates the presence of the employee: spouse, domestic partner registered with the TRUST or other government organization, mother, father, daughter, son or siblings. The custodial 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.

e. Personal Extraordinary Leave

~~Extraordinary~~ Personal leave will be granted for personal reasons for up to-two (2) days per year and is accumulative to a total of six (6) days.

The Following conditions apply to extraordinary leave:

- i. Leave may not be used to extend a holiday, vacation, or break period, or when the district is closed.
 - a. A break shall be defined as a break in the school year, such as Winter Break or Spring Break. Custodial staff opting to work only 8 hours a day, shall be allowed to use

extraordinary leave during the summer months on Monday's and Thursday's.

- ii. 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 any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence in accordance with RCW 38.40.060, upon presentation of their orders.
- ii. Military leave shall be granted in order that the person may take part in active-duty training, when required to do so by the military service, if such duty cannot be taken during non-workdays.
- iii. When military leave is granted, the employee shall receive his or her regular pay from the District.

g. **Jury Duty, Subpoena Leave**

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

Leaves of absence will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment, other employment, and/or employer. Any compensation received while an employee is honoring a subpoena will be deducted from employee's net salary, if it is determined that the employee is entitled to leave of absence.

Employees are required to immediately notify the payroll department of the amount received.

Leaves under this section are only for the portion of the day when attendance is required.

3. Leaves Without Pay

a. **Parental Leave**

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

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

ii. Parental leave of absence for up to one (1) year without pay may be granted by the District to any employee for the purpose of childbearing and/or child rearing.

iii. An employee who is legally adopting a child six (6) years or younger may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s). An employee on parental leave for adoption may return to the first available vacancy for which he or she is qualified.

iv. Parental leave shall not extend beyond eighteen (18) months of the date on which the child was born or adopted. Parental leave may be shared by the parents if it does not exceed the amount available under the contract.

v. An employee returning from taking parental leave shall be assigned to the same position or a similar open position held at the time the leave commenced, unless the position no longer exists, in which case the employee shall be treated in accordance with the seniority and layoff provisions of this Agreement.

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 the employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held before 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 employee's elected term of office necessitates leaving the position. Any employee may hold a political office and continue as an employee as long as it does not interfere with their assignment.

iii. The Board may extend the employee who is elected to a political office a leave of absence without pay up to one (1) year or a fraction of a year. Upon return from this type of leave, the employee will be returned to same position. If political leave is extended beyond one (1) year, the person's right to return to the original position cannot be guaranteed.

c. Military Service (Active Duty) Leave

Any employee who volunteers or is inducted into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed five (5) years. Any employee who is recalled into active military duty shall be considered to be on a leave of absence without pay

for the duration of recall. If employee requests reemployment within ninety (90) days of honorable discharge from such military service or after having presented other proof of having satisfactorily completed service, employee shall be reinstated and restored as nearly as existing circumstances permit, to the position previously held or to a position of like seniority, status and pay. Provided, that the Board need not reemploy such person if circumstances have so changed as to make it impossible, unreasonable, or against the public interest for Board to do so; provided further, that this section shall not apply to a temporary position.

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

d. Religious/Holiday Leaves

Employees are entitled to two (2) unpaid religious/holiday leave days per calendar year as provided in RCW 1.16.050. The employee shall submit a request for the unpaid religious/holiday leave days to the ~~operations manager~~ Facilities Manager or designee a minimum of two days prior to the requested dates.

If the request is denied, the District should provide a written proof of hardship within one (1) workday with a copy to the Union Field Representative.

e. ~~Other Leaves~~ Long-Term Leave without pay (not for health reasons)

i. Leaves of absence without pay, recommended to the Board by the Superintendent may be granted by the Board for up to one (1) year.

ii. ~~A certificated/licensed position will be held for the employee as specified in the leave approval for a period up to one (1) year. The vacancy will be filled by relief personnel.~~

iii. ~~An eight (8) hour custodial position will be held for the employee as specified in the leave approval for up to one (1) year. An FTE position will be held for any employee requesting and granted Long-Term Leave Without Pay, however the station in which the employee is vacating for leave will be posted for the next immediate bid cycle. The employee will be returned to the position; provided, however, that if the position is reduced or eliminated the employee will be assigned to relief and may bid on the next posting.~~

If an employee returns to work after their previously assigned station has been filled, the employee will be placed in an open custodial position at the same pay rate and may bid on the next cycle.

~~A custodian position will be posted for bid in accordance with the bidding procedure, if an employee is granted a leave beyond his or her one (1) year of absence due to workers' compensation.~~

iv. An employee who uses up their accumulated sick leave may request leave without pay in accordance with this item.

v. An employee must be on pay or paid leave status, or authorized leave without pay to maintain their employment with the District.

vi. Family and Medical Leave Act

The District and Union agree to comply with the provisions of the Family and Medical Leave Act of 1993 and the Washington State Family Leave Act (RCW Chapter 49.78) except for any provisions of the agreement that provide benefits and protections beyond those of the Act shall continue in full force and effect.

vii. Optional Leave

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

viii. The custodian on unpaid leave for study purposes shall submit statement certifying course completion following the end of each academic period. Such statement is required for the employee to continue on leave for study purposes.

ARTICLE VI. FURTHER PROVISIONS

Section 24. Agreement Clause

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

Section 25. Savings Clause

If any provision of this Agreement or any application of this Agreement to any Employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If the District would be in violation of State law or would incur any penalty or decrease in State support, the provisions of this contract affected by the ruling shall be reopened and the District and the Union shall negotiate the provisions in accordance with the law. The District and Union agree to review and mutually modify the collective bargaining Agreement when there are any changes to the City of Tacoma Boiler License Codes. No changes will be made unless both parties mutually agree to the changes.

Section 26. Copies of Agreement Clause and Union Communications

Copies of this Agreement shall be posted on the District website. A copy of this Agreement will be provided to the Union and to employees covered by this Agreement upon request.

This Agreement will be available on the District website to the employees within ninety (90) days after ratification by the Board and the Union.

The ~~u~~Union may use District email for informational communication, excluding organizing labor actions or political lobbying.

Section 27. Duration Clause

This Agreement shall be effective as of September 1, 2022~~5~~ and shall continue in full force and effect through August 31, 2025~~8~~.

~~Section 29 Pre-Apprentice Program (new Section)-~~

~~-~~

~~The Parties will meet during the course of this Agreement in an effort to create a custodial apprenticeship program. In order to facilitate the creation of this new program, a joint committee of equal number Union and District members will be created, with a minimum of five (5) members from each side. The work of the joint committee will be to develop the operational procedures and guidelines for this program, to be reduced to writing. If mutually agreed upon by the Union and the District, a MOU will be created to then become a part of this negotiated Agreement. This program would be considered on a trial basis and will expire at the end of this Agreement without mutual agreement by the Parties to extend the program.~~

Section 29. Custodian Substitute Pool

If the District chooses to establish a custodian sub pool, it may consist of substitutes (with no District custodian experience) and alumni substitutes (with at least one (1) year of custodian experience in the District). Custodian substitutes will receive an hourly rate of 95 percent of the Class F rate. Alumni custodian substitutes will receive the custodian substitute hourly rate plus \$5.00 per hour. All candidates must go through an interview process. Both parties agree to review the Sub Pool process and adjust if needed upon mutual approval.

AGREEMENT

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

For the Tacoma School District No. 10; Board of Directors:

Korey Strozier, President

Chelsea McElroy, Vice President

Enrique Leon

Lisa Keating

Elizabeth Bonbright

DATE_____

Joshua Garcia, Superintendent

DATE_____

For the International Union of Operating Engineers Local 302:

Shelly Filippi, IUOE Field Rep Local 302

DATE_____

Appendix A - Hourly Wage Schedules, Effective **September 1, 2025**

Contributions to the CPF are employee contributions and are deducted from the employee gross hourly wage. **footnote on the salary schedule stating the amount from wages that goes into the CPF**

Appendix B - Wage Schedule Levels with Training/Course

| Training Chart All wages listed shall match the Appendix "A" Wage Scales | | | |
|--|----------------------------------|---|-------------------------------------|
| Class Number | Class Description | Time Frame Qualification for Pay Advancement | Pay Advancement Requirements |
| 1 | Basic Custodial Housekeeping | | Trainee Step 1 |
| 2 | Customer Service | 2 Months after basic custodial housekeeping | Trainee Step 1 |
| 3 | Communications | 2 months after any previous training class | Trainee Step 2 |
| 4 | Conflict Resolution | 3 Months after any previous training class | Trainee Step 2 |
| 5 | Handling Building Emergencies | 3 Months after any previous training class | Trainee Step 3 |
| 6 | Safety for Custodians | 3 Months after any previous training class | Trainee Step 3 |
| 7 | Restroom Cleaning | 3 Months after any previous training class | Trainee Step 4 |
| 8 | Hard Floor Maintenance | 3 Months after any previous training class | "F" classification Step 1 |
| 9 | Basic Supervision | 3 Months after any previous training class | "F" classification Step 2 |
| | "D" Classification See Legend | | "D" Classification Step 1 |
| 10 | Internship | 3 Months after any previous training class | "D" Classification Step 2 |
| | "C" Classification See Legend | | "C" Classification step 1 |
| 11 | Pool Maintenance | Offered within 3 months of receiving C class and withing in local training resources capability | "C" Classification step 2 |
| | "B" Classification See Legend | | "B" Classification step 1 |
| 12 | Energy Management | Offered within 3 months of selection as a B Chief Custodian | "B" classification Step 2 |
| | "A" Classification See Legend | | "A" classification Step 1 |
| 13 | How do I build an effective team | Offered within 6 months of being "A" selection | "A" classification Step 2 |
| Legend: | | | |
| "D" Classification Must Obtain Class IV Boiler Certification/License Assignment | | | |
| "C" Classification based on Building Classification Assignment | | | |
| "C" Classification High Pressure Must have Class III Boiler Certification/License Assignment | | | |
| "B" Classification Must Obtain Class III Boiler Certification/License Assignment | | | |
| "A" Classification Must Have III Boiler Certification/Licence Assignment | | | |

10 LICENSED RESPONSIBILITIES**11 CONFINED SPACES****12 ENERGY MANAGEMENT****13 CERTIFIED POOL OPERATOR – PAY ADVANCEMENT UPON RECEIPT OF CERTIFICATION**

Appendix C – Custodial Pay Classifications.

| Class | Number | Title | Site | Remarks |
|-------|--------------|-----------------|--|------------------------|
| G | <u>7</u> | Custodian | All | Swing, Graveyard |
| F | <u>111.5</u> | Custodian | All | Swing, Graveyard |
| F | 5 | Day Custodian | High Schools | |
| D | <u>9</u> | Fireman | Middle Schools | Class III <50 MBTU |
| | <u>7</u> | Chief Custodian | <u>Elementary</u> | |
| | 2 | Chief Custodian | <u>ELL</u> | |
| | <u>3</u> | Chief Custodian | Oakland, IDEA, <u>SAMI</u> | |
| | 1 | Engineer | CAB | |
| | 3 | LP Relief | All | Class IV <20MBTU |
| C | <u>27</u> | Chief Custodian | Elementary | >55,000 square feet |
| | 1 | Chief Custodian | Wainwright Intermediate | |
| | 5 | Engineer | High Schools | Class III <50MBTU |
| | 3 | HP Relief | All | Class III <50MBTU |
| B | <u>10</u> | Chief Custodian | Middle Schools | |
| | 3 | Chief Custodian | <u>Facilities</u> (4SOTAs, SAMI), CAB, PDC- Skyline | |
| | 3 | OE Relief | All | Class III <50MBTU |
| A | 5 | Chief Custodian | High Schools | |
| | <u>205.5</u> | | | |

Appendix D – Paycheck Guidelines

Tacoma Public Schools

PO Box 1357
Tacoma, WA 98401-1357

Teacher Tacoma (00000)

601 S 8TH ST
TACOMA, WA 98402

Earnings Statement

Period Begin: 09/20/2022

Period End: 10/05/2022

Check Date: 10/20/2022

Check #: ACH#-00000

Check Amount: 3,164.66

Facility: CAB-Payroll 904

| Job Type | Rate | Hours | Amount | Calendar YTD |
|--|-------------|-------|-------------------|--------------------|
| Salary | \$51.464/hr | | \$2,927.02 | \$8,330.14 |
| Supplement | | | \$742.50 | \$1,485.00 |
| Adjustment | | | \$450.91 | \$450.91 |
| Misc Pay WPTC | \$42.284/hr | | | \$126.85 |
| Misc Pay CHE3 / 86_Athletics_TeriWood_07.05.2022 | \$19.220/hr | | | \$884.12 |
| Misc Pay CHH1 / 86_Athletics_TeriWood_05.20.2022 | \$19.220/hr | | | \$2,191.08 |
| Misc Pay CHH1 / 86_Athletics_TeriWood_06.03.2022 | \$19.220/hr | | | \$1,095.54 |
| Misc Pay CHH1 / 86_Athletics_TeriWood_06.17.2022 | \$19.220/hr | | | \$326.74 |
| Misc Pay ORCL / 360_ChantanaLim_05.05.2022 | \$18.750/hr | | | \$75.00 |
| Total Earnings | | | \$4,120.43 | \$14,965.38 |

| Deduction | Amount | Calendar YTD |
|-------------------------------------|-----------------|-------------------|
| D:400 SEBB EMPLOYEE PRE TAX | \$199.50 | \$199.50 |
| D:402 LTD SUPPLEMENTAL | \$8.91 | \$8.91 |
| D:603 INDUSTRIAL INSURANCE HRLY LOW | \$7.04 | \$13.14 |
| D:955 FINGERPRINT/BACKGROUND FEE | \$0.00 | \$65.25 |
| D:979 FAMILY AND MEDICAL LEAVE | \$16.48 | \$41.57 |
| T:101 TAX: SOCIAL SECURITY EE | \$243.10 | \$915.49 |
| T:103 TAX: MEDICARE EE | \$56.85 | \$214.11 |
| T:105 TAX: FEDERAL WITHHOLDING | \$423.89 | \$1,601.30 |
| Total Deductions | \$955.77 | \$3,059.27 |

| Number | Bank | Account | Amount |
|----------------|------|---------|-------------------|
| A CH# - | | 1111 | \$3,164.66 |
| Net Pay | | | \$3,164.66 |

- Beginning and ending dates of the statement payroll period, pay date, check number or ACH number, and primary facility**
- Employee name, ID number in parenthesis, and mailing address**
- Hours and earnings for the current payroll and year-to-date earnings**
 - Job Type:** A brief summary of the type of pay with corresponding rates and hours. Common descriptors are, Salary (contract pay period), Supplement (stipends and shift differentials), Adjustment (processed by payroll department), Misc Pay (substitute and coverage pay, extra work, professional development, etc.)
 - Amount:** Current pay period earnings
 - Calendar YTD:** Year-to-date earnings
- Deductions for the current payroll and year-to-date deductions**
 - Deduction:** System code followed by a brief description
 - Amount:** Current pay period deductions
 - Calendar YTD:** Year-to-date deductions
- Direct deposit distribution information**

Appendix E – Custodial Pension Fund (CPE)

CENTRAL PENSION FUND
of the
International Union of Operating Engineers and Participating Employers
 4115 Chesapeake Street NW, Washington, DC 20016-4665
 202-362-1000; FAX 202-364-2913; www.cpfuoe.org

PARTICIPATING AGREEMENT**Business Information****FUND OFFICE USE**

Branch No.....

Agmt I.D. No.....

Business Name and Address (to which Employer Reporting Forms should be mailed):

Tacoma School District No. 10

Custodial Bargaining Unit

PO Box 1357

Tacoma, WA, 98401-1357

Administrative Contact Person: Rosalind Medina

Telephone: (253) 571-1201 Fax: () Email: rmedina@tacoma.k12wa.us

Employer Federal Tax Identification No. _____

Business Type: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture**Bargaining Agreement Information**

IUOE Local Union No.: 302

Bargaining Agreement is: ☒ New Agreement ☐ Renewal - Existing Agmt I.D. No.: 105417

Bargaining Agreement effective from: September 1 2022 to: August 31 2025

Bargaining Agreement covers:

☐ Geographic area - Describe: _____☐ Single Project/Facility - Describe: _____

☐ Other - Describe: _____

Rev 07/04

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Contribution Information

ATTACH RELEVANT SECTION(S) OF BARGAINING AGREEMENT

Contribution Basis: ☒ Dollars/Cents per Hour ☐ Percentage of Gross Pay ☐ Flat Amount

☐ Other - Describe: _____

Contribution Levels: ☐ Uniform rates for all classifications

☐ Different rates for different classifications - Describe: _____

Contribution Rates: ☒ Payable on All Hours Worked or Paid ☐ Payable Only on Hours Worked

| Effective from: | to: | Rate(s): | Rate 1 | Rate 2 | Rate 3 |
|----------------------------|----------------|----------|--------|--------|--------|
| Effective from: 09-01-2022 | to: 08-31-2025 | Rate(s): | \$1.80 | / | / |
| Effective from: _____ | to: _____ | Rate(s): | / | / | / |
| Effective from: _____ | to: _____ | Rate(s): | / | / | / |

Additional Rates/Comments/Explanations: _____

The EMPLOYER agrees to contribute to the Central Pension Fund on the basis specified above on behalf of all employees of the EMPLOYER represented by the International Union of Operating Engineers and its Local Unions. The EMPLOYER also agrees to be bound to all provisions of the Restated Agreement and Declaration of Trust of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (AGREEMENT), and as it may be amended or restated, so long as the EMPLOYER has an obligation to make contributions to the Central Pension Fund. The EMPLOYER consents to the appointment of the Trustees, currently administering the Central Pension Fund, as well as their duly appointed successors. The EMPLOYER further agrees to continue contributions to the Central Pension Fund during any period in which it is engaged in negotiations with the UNION, on the basis specified in its most recently expired agreement with the UNION, until such time as a new agreement is reached or the EMPLOYER no longer has a duty to bargain with the UNION.

Employer Signatory:

Rosalind Medina

CFO

(Signature/Title)

Rosalind Medina

(Printed or Typed)

Local Union Signatory:

Jose Miranda

(Signature/Title)

Jose Miranda

(Printed or Typed)

FUND OFFICE USE

Accepted on _____ by _____, Chief Executive Officer
For the Trustees of the Central Pension Fund

Instructions: Return signed original to the Central Pension Fund at the above address. Retain copies for Employer and Local Union records. Relevant section(s) of the Bargaining Agreement must be attached.

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