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16 **COLLECTIVE BARGAINING AGREEMENT**
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19 **PUYALLUP SCHOOL DISTRICT NO. 3**
20 **AND**
21 **PUYALLUP EDUCATION ASSOCIATION**
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26 **SEPTEMBER 1, 2021 TO AUGUST 31, 2024**
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**COLLECTIVE BARGAINING AGREEMENT
PUYALLUP PUBLIC SCHOOL DISTRICT NO. 3
PUYALLUP EDUCATION ASSOCIATION**

THIS AGREEMENT IS MADE AND ENTERED INTO by and between Puyallup School District No. 3 (hereinafter referred to as the "District") and the Puyallup Education Association, (hereinafter referred to as the "Association" or "PEA"), as follows:

PART I - ADMINISTRATION

ARTICLE 1. ADMINISTRATION OF AGREEMENT

Section 1.1 Recognition

The District recognizes the Association, an affiliate of the Washington Education Association (WEA), as the sole and exclusive negotiating representative for all regular employees of the District and all regular substitute certificated employees. The term "regular substitute certificated employees" shall mean substitutes who in the previous or current school year worked 20 full consecutive days in the same assignment or 30 full days during the year in various assignments. The term "certificated employees" shall include all personnel regularly employed and under contract by the District or on an approved leave or layoff, excluding all administrative staff. Exclusions for newly created positions shall be reviewed jointly by the District and Association utilizing Public Employment Relations Commission (PERC) guidelines or services if required. Although the Association has functions not herein described, the District recognizes that the function of negotiations is exclusively accorded the Association as the representative of certificated employees as is the function of grievance representation.

Unless otherwise noted, the terms "staff," "certificated staff," "employee," and "certificated employee" shall mean employees of the District covered by this bargaining unit and Collective Bargaining Agreement (CBA).

Section 1.2 Management Rights

Consistent with the provisions covered in this Agreement or those items which are mandatory topics of negotiations, the District shall have the right to carry out management functions as required.

Section 1.3 Duration

This Agreement shall become effective when ratified and signed by authorized representatives of the District and the Association and may be changed only after written request(s) for amendment by either party and then only by the mutual consent of both parties, with such amendments being arrived at through negotiations and formalized in the same manner as this Agreement.

This Agreement and any amendments hereto shall remain in force until August 31, 2024. Either party shall notify the other party in writing of its intent to amend, modify, or terminate the Agreement not less than 120 days, or more than 150 days, prior to the expiration day of this Agreement.

Section 1.4 Status of the Agreement

Both the District and the Association recognize the need for adherence to rules, regulations, policies, and this Agreement, in carrying out their respective functions. In cases where there is a conflict between this Agreement and said rules, regulations, policies, or individual employee's contracts, or the application thereof, this Agreement shall prevail. The Appendices are integral parts of this Agreement and by this reference are incorporated herein.

1 **Section 1.5 Savings Clause**

2 Any part of this Agreement or of its application found to be contrary to law by a tribunal of competent
3 jurisdiction shall be invalid only while contrary, and only to the extent that it is contrary, but such invalidity
4 shall not invalidate any other portion of this Agreement. If any provision of this Agreement is so held to be
5 contrary to law, the Association and the District shall commence negotiations on said provisions to arrive at
6 a valid provision as soon thereafter as reasonably possible.

7
8 Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so
9 as to adversely affect current individual salaries and employee benefits or other provisions which have
10 heretofore been recognized, practiced, or accorded by the District.

11
12 **Section 1.6 Funding**

13 In the event the Legislature substantially reduces Puyallup School District funds or there is any major financial
14 setback to the District (e.g. substantial enrollment decline, elimination of block grants, levy failure, etc.) and
15 recognizing that program changes are a Board decision, the PEA will still have authentic participation and a
16 significant voice in collaborative discussions of potential District budget reductions. If this financial setback
17 occurs, this Agreement shall be subject to reopening for bargaining on the various monetary items included
18 therein.

19
20 **Section 1.7 Distribution**

21 This agreement shall be posted on the District's website for prospective and current employees to access.

22
23 **Section 1.8 Subcontracting**

24 Bargaining unit work presently held by unit members shall not be contracted to any other employee group or
25 entity unless no bargaining unit member can be found to perform the work, provided that any such position
26 shall be filled for up to one (1) year only, when at such time it shall be posted in accordance with the transfer
27 process.

28
29 **ARTICLE 2. ASSOCIATION RIGHTS**

30
31 **Section 2.1 Cooperation**

32 **Section 2.1.1 Availability of Information**

33 The names, work assignments, work locations, hire date, hours per day per assignment, phone number,
34 mailing address, email address, pay, and salary information of employees shall be provided to the
35 President of the Association monthly, after the completion of final payroll.

36
37 The Association President shall be furnished, upon request, reasonable and appropriate available data
38 pertinent for use in carrying out the Association's negotiation and representation functions. All parties
39 shall exercise discretion in the utilization of such data.

40
41 **Section 2.1.2 Labor Management Meetings**

42 Representatives of the Association and the District shall meet regularly during the school year to review
43 and discuss current items of concern or of interest to either party, including this Agreement.

44
45 **Section 2.1.3 Electronic Communication**

46 All employees, including the Association President, shall be provided with email addresses. The
47 President's email address shall be made available to all staff and the Association President shall be
48 included on the "All-District" email communications lists. The PEA President shall have access to
49 District Learning Management Systems. Members of the Association shall be permitted to use the District
50 email communications system to conduct Association business. District email shall not be used by the

Association for the purpose of advocating for specific political action, work stoppage, or other communication use prohibited by law.

Section 2.1.4 New Employee

The District shall provide an opportunity for Association representatives to meet with new employees (including substitutes), to provide information about the Association, pursuant to RCW 41.56.037. The District and Association will work collaboratively to set a series of meetings throughout the year as needed.

New employees hired in the last ninety (90) days prior to the start of the school year who have not yet been invited to attend an Association information meeting, shall be invited to a meeting hosted by the Association President after the conclusion of an August induction day. The District will include the meeting on the induction day agenda. Participation in this event will be voluntary, and those who attend will receive an extra 30 minutes of compensation.

Section 2.1.5 Equipment Use

The District shall honor reasonable requests by the Association for the use of facilities and equipment, the use of in-District mail service, and making bulletin board space available. The Association shall follow proper District procedures in requesting use of resources.

Section 2.1.6 Access

Representatives of the Association shall be permitted to transact Association business on school property and shall follow site check-in/check-out procedures. Such business shall preferably be transacted outside of the student day, but under no condition shall be conducted at times which interfere with normal school operation or interrupt other employees during the performance of their assigned duties.

Section 2.2 Association Leave

In order to provide proper representation of members of the bargaining unit and/or to confer with the District or its representative(s), leave shall be granted by the District according to the provisions of this section. All such leave shall be granted upon request of the Association President. Request for leave shall be submitted in writing as far in advance as possible but never later than three (3) school days before the leave is to take effect unless circumstances prevent earlier notification, in which case a discussion will be held with the Director of Human Resources. The arrangements for the leave shall be discussed with the Association President. Billing for the leave shall be made to the Association by the District using the following guidelines in accordance with current practices regarding frequency or for purposes as mutually agreed between the Association and the District:

- A. District-scheduled meetings such as grievance processing shall not be billed.
- B. Professional meetings affecting employer/employee relationships shall be billed at the cost of the substitute including the hourly rate, employer FICA costs, Workers' Compensation, and retirement compensation if applicable.
- C. Employee interest activities such as lobbying, and Association training sessions shall be billed to provide full reimbursement to the District for salaries and employer costs paid.
- D. The Association shall reimburse the District for leave billed within 75 days of the date of use.

Employees using such leave shall be responsible to provide appropriate preparation and lesson plans as necessary for their substitutes, as well as to provide appropriate follow-up after such leave. Contract provisions for Association Release time and Supplemental Conditions of the Grievance procedure are deemed not to be in conflict with this section.

1
2 **Section 2.3 Association Release Time**

3 In order to provide proper representation of members of the bargaining unit, the Association President shall
4 be released up to full-time from regular employment to perform Association duties, to conduct Association
5 business, and/or to confer with the District or its representatives. The Association shall request released time,
6 if any, 30 days prior to the end of the semester preceding the one for which the leave is sought, except in cases
7 where such notice is not possible.
8

9 If the Association President remains a part-time employee, he/she will receive full salary and benefits as
10 though employed full-time. However, the Puyallup Education Association will reimburse the Puyallup School
11 District for the difference between what the Association President would have received as a part-time
12 employee and the amount the Puyallup School District actually pays in compensations and benefits, except
13 as specified below in items one (1) through three (3).
14

15 If the Association President has full-time release, the District will be reimbursed for all compensation paid by
16 the Puyallup School District during the period of release whether the full-time release is for the entire school
17 year or a portion of a school year. Any additional stipend the Association President receives, as determined
18 by the Association, shall be paid by the District as extended days and reimbursed by the Association.
19 Compensation that exceeds the highest paid employee in the Association will not be accepted by the
20 Department of Retirement Services.
21

22 However, it is agreed the Association President shall be deemed an employee of the District during the period
23 of release and shall not be penalized in regard to salary, seniority, benefits, or rights pertaining to employment.
24 Specifically, the Association President: 1) will accrue leaves as other full-time employees; 2) will receive
25 payment for supplemental days at the same rate as other full-time employees as approved by the Association;
26 3) will be eligible for State Retirement System employer contributions by the District only to the extent the
27 law requires payment by the District during such leave.
28

29 The Association President shall have full rights to reinstatement subject to the Layoff/Recall provisions, if
30 applicable, to his/her original job at termination of his/her term of office. If the original position is no longer
31 in existence, the Association President shall be treated as an involuntary transferee with the rights afforded
32 thereto.
33

34 Any employee elected or appointed to a position with the Summit UniServ Council requiring release time
35 shall be granted the requested release and will be provided the same rights as identified for the Association
36 President above. Reimbursement for said release time shall be paid to the District by the Summit UniServ
37 Council as appropriate.
38

39 Any employee elected or appointed to a full-time position with NEA or WEA requiring full time release time
40 shall be granted the requested release for the length of the term of office and shall be reinstated to a position
41 for which they are qualified. Reimbursement for said release time shall be paid to the District by NEA or
42 WEA as appropriate.
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Section 2.4 Payroll Deductions

Section 2.4.1 Dues Deductions

The Association shall have the exclusive right to payroll deduction of dues and assessments required for membership for employees, provided, that the Association shall present said deductions to the District in one (1) billing which shall change no more than three (3) times per fiscal year, exclusive of the addition or deletion of individuals. Written authorization and/or revocation of membership shall be provided to the District by the Association. The District shall continue to provide such deduction service during the period of this Agreement. The Association shall notify the District immediately of any employee's election to rescind their written authorization. Written authorizations/revocations received after the District's monthly payroll cutoff date will be processed the following month.

Section 2.4.2 Hold District Harmless

The District shall be held harmless by the Association for compliance with this article, including reasonable attorney fees.

Section 2.4.3 Other Deductions

The District shall, upon receipt of written authorization from an employee and as permitted by State law, deduct from said employee's salary and make appropriate remittance for medical plans, tax-sheltered annuities, salary insurance, United Way, savings plans, or any other plans or programs jointly approved for deduction by the Association and the District.

ARTICLE 3. GRIEVANCE PROCEDURE

Section 3.1 General

The purpose of the following grievance procedure shall be to provide for the orderly and expeditious adjustment of grievances at the earliest possible time. This procedure shall be utilized as a method of solving problems in the interest of educational programs and in the spirit of cooperation among the administration and the employees.

Section 3.2 Terms and Definitions

- A. A "grievant" shall mean an employee(s) or the Association.
- B. 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 Association and the District. In the case of a grievance filed by the Association, the Association shall state the specific instance(s) or circumstance(s) which precipitates said grievance.
- C. "Days" shall mean school days during the period September 1 through May 30 and all weekdays during the remainder of the year.
- D. If stipulated "time limits" are not met by the District, the grievant shall have the right to appeal the grievance to the next step. If the stipulated time limits are not met by the grievant, the grievance is deemed satisfied and may not be appealed further. The parties involved may by mutual written agreement modify any time limits contained in the procedure. The District and the Association shall receive copies of such agreements.

Section 3.3 Procedure

The following steps are designed to secure, at the administrative level closest to the grievant, solutions to any grievance which may occur.

- Step 1. The District and the Association acknowledge, and the parties involved are advised that it is desirable for an employee and the appropriate administrator to resolve problems through free and informal communications. If an employee chooses to meet informally with his/her supervisor, he/she may have a representative join him/her at any grievance meeting. Every effort shall be made to resolve the grievance at this level. An employee must notify his/her immediate supervisor of a grievance within 30 days of his/her knowledge of a disagreement or violation of the contract or the incident will be considered invalid and subject to no further process.
- Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1 it may be presented as a written grievance by the grievant and/or his/her designated association representative to the appropriate administrator within ten days following the supervisor's response to the informal meeting. The grievance shall state the fact(s) upon which it is based, the issue involved, any Agreement provisions allegedly violated, and the relief sought. The appropriate administrator shall arrange for a meeting with the grievant through the designated association representative within five (5) days after receipt of the written grievance. The date, time, and location of the meeting shall be mutually agreeable to all parties. Within ten (10) days after the meeting between the parties involved, the appropriate administrator shall provide the grievant and the association representative with a written response. Such response shall include the reason(s) for the decision.
- Step 3. If the grievant is not satisfied with the disposition of the grievance at Step 2, the decision may be appealed to the Superintendent or designated representative within ten (10) days of the receipt of the written response. The Superintendent or designated representative shall arrange for a hearing with the grievant through the association representative within five (5) days of receipt of the written appeal. The hearing date, time, and location shall be mutually agreeable to all parties. Upon conclusion of the hearing, the Superintendent or designated representative shall within ten (10) days, provide the grievant and the association representative with a written response. Such response shall include the reason(s) for the decision.
- Step 4. Arbitration:
 - A. General. Any grievance which pertains to the Collective Bargaining Agreement or other written agreements between the District and the Association may be presented to the Association for submission in binding arbitration if the grievant is not satisfied with the disposition at Step 3. Such request shall be presented in writing to the Association within five (5) days of receipt of the written response at Step 3. If the Association determines that the grievance involves an alleged violation, misinterpretation, or misapplication by the District of a specific provision of the Collective Bargaining Agreement or other written agreements, the Association may, by written notice to the Superintendent presented within 15 days after receipt of the request at Step 4, submit the grievance to binding arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall first be ruled on by the arbitrator selected to hear the grievance.

The arbitrator shall be without power or authority to rule on any of the following conditions:

1. The termination of services or failure to re-employ any provisional employee.
2. The content of an employee's evaluation or of an administrator's report pursuant to evaluation or probation, except for any procedural requirements which may affect such content.
3. Any matter involving non-renewal, discharge, or probation, where other remedy is provided by law.

B. Procedure.

The following procedures shall be followed in processing arbitrable grievances.

1. Within ten (10) days after written notice of submission to binding arbitration, the District and the Association shall seek agreement upon a mutually acceptable arbitrator who will serve. If the District and the Association are unable to agree upon or get commitment to serve from an arbitrator within the ten (10) day period, a request for a list of arbitrators shall be made by the Association to either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the list, the parties shall individually strike the names on the list they find unacceptable, number the remaining names in order of preference, and return the list to the selected agency within ten (10) calendar days. The parties involved, and the arbitrator shall be bound by the rules and procedures of the selected agency, except as provided below.
2. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step 3.
3. The arbitrator selected shall confer with the Superintendent or designated representative and the Association and hold hearings promptly and shall issue the decision not later than 30 days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of written agreement between the Association and the District. The decisions of the arbitrator shall be submitted to the District and the Association and shall be final and binding on both parties.
4. The cost for the service of the arbitrator, including per diem expenses, if any, travel and subsistence expenses, and cost of any hearing room shall be borne equally by the District and the Association. All other costs, including attorney fees, shall be by the party incurring them except as provided herein.

Section 3.4 Representation

- A. The District recognizes the Association as the sole and exclusive grievance representative for all employees represented by the Association. The grievant may, at the grievant's option, request the assignment of an Association Representative during formal grievance proceedings. The Association may investigate grievances at any level.
- B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, or if the grievance involves more than one (1) supervisor or an administrator above the building level, the grievance may be filed at step 2 directly with the Chief Human Resources Officer who will assign the grievance to the appropriate administrator.
- C. The parties involved may include in the proceedings such witnesses as they deem necessary to develop facts relevant to the grievance.
- D. Nothing herein shall be construed as limiting the right of any employee having filed a formal grievance to have the problems adjusted without the intervention of the Association provided that: 1) the Association shall be notified of the scheduled meetings; 2) the Association shall be permitted to send a representative to scheduled meetings and may offer an opinion pertinent to the grievance; and 3) the Association shall be notified in writing of the disposition of the grievance. Such notification shall include the reason(s) for the decision.
- E. The Association on its own may continue any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Collective Bargaining Agreement or any other agreement between the Association and the District, and the Association exercises this option within ten (10) days.
- F. Resolution of grievance shall be consistent with agreements between the District and the Association, and the grievance procedure shall not be used for the purpose of creating new agreements between the District and the Association.

Section 3.5 Supplemental Conditions

- A. All individuals who might possibly contribute to the acceptable adjustment of a grievance are urged to provide any relevant information that they may have to the grievant or the District at the earliest possible time.
- B. The grievant, District, and Association shall cooperate in the investigation of any grievance and shall furnish such information as is required for the processing of any grievance.
- C. No reprisal will follow any involvement in this grievance procedure.
- D. Should the mutually established meetings related to the investigation or processing of any grievance require that a grievant or an Association representative be released from his/her regular assignment, the release shall be without loss of pay or benefits. Substitute costs shall be borne by the District.

- 1 E. All documents, communications, and records dealing with the processing of a
2 grievance shall be filed separately from the personnel files of the participants.
3
- 4 F. The Association and the District recognize that confidentiality and good faith are key
5 elements to a successful grievance procedure. Accordingly, both pledge themselves to
6 participate in good faith in the execution of this procedure and to hold all matters
7 pertaining thereto in confidence and to admonish and require all parties involved to
8 limit the number of additional persons knowing of the grievance to those necessary to
9 a successful resolution and/or implementation.
10

11 **PART II – PERSONNEL**

12 **ARTICLE 4. INDIVIDUAL RIGHTS**

13 **Section 4.1 Rights of Citizenship and Nondiscrimination**

14 Employees shall be entitled to full rights of citizenship as granted to citizens generally. Employees shall not
15 be discriminated against by reason of race, creed, religion, color, marital status, sexual orientation, gender
16 expression or identity, gender, age, national origin, domicile, bona fide political activity or lack thereof, or
17 the presence of any sensory, mental, or physical disability, except as permitted in accordance with this
18 Agreement or by law, nor shall the position on the salary schedule affect an employee's assignment and/or
19 promotion.
20

21 The private and personal life of any employee shall not be within the concern of the Superintendent unless
22 there is actual or probable adverse effect on the duties and responsibilities of the employee.
23

24 It is agreed that employees shall have the right, freely and without fear of penalty or reprisal, to join the
25 Association. Each employee shall have the right to bring matters of personal concern to the attention of
26 appropriate Association representatives and/or appropriate officials of the District.
27

28 **Section 4.2 Just Cause**

29 **Section 4.2.1** Non-Disciplinary: Verbal warnings and Letters of Direction are not disciplinary in
30 nature but shall be documented in the supervisor's working file.
31

32 **Section 4.2.2** Progressive Discipline: An employee will not be disciplined without just cause or for an
33 arbitrary or capricious reason. The extent of any disciplinary action will be in keeping with the
34 seriousness of the infraction and appropriate to the behavior which precipitates such action. A process
35 of progressive discipline will be used. Verbal Warnings and Letters of Direction may be used as a
36 precursor to formal discipline when appropriate. Progressive discipline includes written reprimand,
37 suspension without pay, or termination. Copies of discipline shall be placed in the employee's
38 personnel file and given to the employee and Association.
39

40 **Section 4.3 Right to Representation**

41 In accordance with the law, all employees have the right to Association representation at any meeting they
42 reasonably believe could lead to disciplinary action. When an administrator reasonably expects that a meeting
43 may lead to disciplinary action against an employee, the administrator shall advise the employee of his/her
44 right to representation prior to discussing the matter with the employee. All employees have the right to stop
45 any such meeting to obtain such representation. The specific grounds forming the basis for disciplinary action
46 shall be made available to the employee and to the Association in writing if requested. In the event that an
47 allegation of misconduct is investigated and not supported by the available evidence, such records shall be
48 retained by the District to substantiate that a thorough investigation was conducted and concluded.
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1 **Section 4.4 Personnel File and Complaints**

2 The District shall keep one (1) copy of the employee's personnel file at the District office, and the employee
3 shall be given permission to review the contents of that file by making an appointment through the Human
4 Resources Office. A working file may be kept at the worksite. All employees shall have the right to review
5 and respond to any and all files maintained for and/or about them. If requested, file materials shall be
6 reproduced for the employee promptly.

7
8 **Section 4.4.1 Derogatory Materials**

9 No derogatory materials concerning the employee's conduct, service, character, or personality shall be
10 placed in any file unless an employee has had an opportunity to read and respond to them within 30
11 business days. The employee shall acknowledge having read such material by affixing his/her
12 signature to the copy to be filed. The employee shall have the right to write his/her version of the
13 incident or occurrence, and have the statement permanently attached to the original document.

14
15 **Section 4.4.2. Complaints.** Complaints and accusations shall be called to the attention of the employee
16 within five (5) school days of receipt or at the time a determination is made that there is sufficient
17 reason to call the complaint or accusation to the employee's attention. Any complaint or accusation
18 not called to the employee's attention may not be used as the basis for any disciplinary action against
19 the employee and may not be included in the employee's evaluation.

20
21 **Section 4.5 Administrative Leave**

22 The district may place an employee on paid administrative leave upon receipt of a complaint or allegation of
23 inappropriate behavior by the employee and when the employee's continued presence in the workplace may
24 threaten or endanger the health, safety, or well-being of students or employees, disrupt the educational setting,
25 or interfere with the investigation. The Association shall be notified of any employee placed on administrative
26 leave.

27
28 The employee shall be notified of the decision to place him/her on administrative leave in a respectful, private
29 and discreet manner, whenever reasonably possible with a face to face conversation at the end of the
30 end of the employee's work day.

31
32 The employee shall be notified in writing of the specific complaint or allegation to be investigated as soon
33 thereafter as possible. Investigations shall be conducted as quickly as possible. Administrative leave is not
34 considered disciplinary. At the conclusion of an investigation, if the employee requests, a meeting will be held
35 to disclose the results of the investigation, and if applicable, to discuss disciplinary results and identify
36 transition supports prior to returning the employee to work.

37
38 **ARTICLE 5. STAFF PROTECTION**

39
40 **Section 5.1 Coverage**

41 All employees shall be covered by the District's liability insurance policy. The District shall make a
42 reasonable effort to protect employees from bodily harm and property damage while carrying out assigned
43 duties.

44
45 **Section 5.2 Hold Harmless**

46 Providing an employee, at the time an act or omission is complained of, was acting in a reasonable and prudent
47 manner within the scope of his/her employment and/or under the direction of the District, the District shall
48 use the provisions of RCW 28A.320.100 to hold said employee harmless and defend him/her from any
49 financial loss, including reasonable attorney's fees, for legal actions arising from such alleged acts or
50 omissions.

1
2 **Section 5.3 Workers' Compensation (RTW Program)**

3 Employees covered by Workers' Compensation and State Industrial Insurance laws shall, upon loss of time
4 due to a job-related injury or illness and after establishment of eligibility for such benefits, make a decision
5 regarding use of accumulated regular illness, injury, or emergency leave. Provided further that if the employee
6 has exhausted all sick leave prior to the effective date of the beginning of the Workers' Compensation
7 eligibility, the District will provide up to three (3) additional days of leave or whatever portion thereof is
8 needed. Employees may choose to supplement disability payments from Puget Sound Workers'

9
10 Compensation Trust with a proportionate share of accrued leave to equal a normal day of pay, choose to
11 receive a full day of appropriate accrued leave benefits in addition to the disability payment, or receive only
12 disability payments from Puget Sound Workers' Compensation Trust. The Director of Risk Management will
13 provide an election form when notified of the job-related injury or illness.
14

15 A work-related illness or injury may run concurrently with FMLA. The Human Resources department must
16 be notified of forthcoming absences as a result of a job-related illness or injury. Upon determination of an
17 approved work injury claim, the Human Resources department will determine FMLA eligibility. Upon
18 approval of FMLA eligibility, all related employee absences will be counted toward the employee's annual
19 12-week FMLA leave entitlement.
20

21 Additionally, the District will pay the medical insurance premiums for the balance of the school year for an
22 employee eligible for Workers' Compensation who has exhausted all sick leave.
23

24 **Section 5.4 Personal Property**

25 When employees use personal property in a school-related situation at any time inside or outside the work
26 day with appropriate safeguards against loss or damage, the District shall provide insurance to protect the
27 property from loss or damage to a maximum of \$2,000 total value per individual. Such insurance protection
28 shall apply only to items identified in written or video record for which prior approval has been given each
29 year in writing by the Principal or program director. Items totaling more than \$2,000 need prior approval of
30 the Superintendent or designee. Such approval must also be sought each school year and in no case extend
31 beyond the third day after the school year ends.
32

33 Employees will not be held financially responsible for loss or damage of District owned instructional materials
34 issued to students, including, but not limited to computers/laptops. The District will reimburse personal
35 insurance deductibles for stolen district issued technology.
36

37 **Section 5.5 Vehicle Damage**

38 Damage to a vehicle parked in the school setting shall be covered by the individual's insurance policy. All
39 damage due to acts of God are the employee's responsibility. However, when an employee's vehicle is
40 damaged in a school setting by vandalism, which includes a reportable hit-and-run incident, the District will
41 reimburse the amount of the employee's deductible to a maximum of \$2,000. Employees who have vehicles
42 which are not covered by insurance shall receive the same benefit. Damage to an employee's vehicle by the
43 District, or as the result of a District action, will be fully covered per the District's coverage agreement in
44 force at the time of the incident. Vehicles need not be listed with the Principal.
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1 **Section 5.6 Assault or Physical Harm**

2 Any case of assault or physical harm caused by a student arising out of an employment related situation upon
3 an employee shall be promptly reported to the District. The District shall render assistance to the employee in
4 connection with handling of the incident by law enforcement and judicial authorities. If the employee submits
5 a workers' compensation claim noting physical harm by a student and the claim is approved, the employee
6 shall be reimbursed by the district for documented out of pocket expenses incurred from the assault or physical
7 harm, and/or reimbursed for the value of leave days not covered by workers' comp, to a maximum of \$1,500,
8 provided the supporting documentation is submitted to the HR department within six (6) months of the date
9 of the assault. If necessary, the employee may request an extension from HR to gain a period longer than six
10 (6) months to submit documentation when the employee anticipates a delay in billing of health care expenses,
11 not to exceed one (1) year. This paragraph does not apply to civil litigation instituted by the employee.

12
13 **ARTICLE 6. TEACHING OF CONTROVERSIAL ISSUES**

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15 Any democracy, if it is to remain a democracy, must expect and anticipate change politically, socially and
16 economically. In a democracy, change should come through law and through orderly procedure rather than
17 through revolution and use of force. There are controversial issues inherent in change, which if correct
18 solutions are to be found, must be freely and openly discussed.

19
20 Consistent with accepted professional standards and practices, all pupils shall have an opportunity to learn
21 and employees to teach, relevant to the course content, to find facts, to collect factual materials, to organize
22 factual materials, to interpret factual materials, to examine attitudes, to survey prejudices, to note appeals, to
23 rethink assumptions, and to consider what ought to be as well as what is, and to generalize upon the basis of
24 this material. Employees who teach any subject area tied to a content area standard or express views that are
25 in alignment with the District's non-discrimination policy, shall not be subject to discipline for potential
26 controversy resulting from presenting content as fact.

27
28 No employee shall use his/her position to propagandize in the interests of any religious, social, economic, or
29 political creed. The techniques of dealing with controversial issues are the most valuable outcomes of those
30 classes and include an ability to collect information, to refrain from passing judgments before sufficient facts
31 have been secured upon which to base these judgments, to organize materials, to seek relationships, and to
32 draw inferences and conclusions. Every employee shall have the right to express personal views on
33 controversial subjects, as long as other views/perspectives are also presented. No employee shall express
34 personal views at a time or in a manner that would interfere with the achievement of these outcomes or would
35 condition the thinking of the pupil upon the controversial issues under consideration before that pupil has
36 basic facts.

37
38 **ARTICLE 7. STAFFING: REASSIGNMENT, TRANSFER (VOLUNTARY AND**
39 **INVOLUNTARY), LAYOFF AND RECALL**

40
41 **Section 7.1 Terms**

42 "Open position" is a vacant position, not occupied by an incumbent, for which the site administrator has
43 submitted a requisition and the District intends to fill.

44
45 "Assignment" means the specific teaching work within a building department, grade level, or program
46 schedule that a staff member holds for a school year.

47
48 "Program" for the purpose of this article includes the following areas: Library, Elementary Health and Fitness,
49 K-12 Music, Career-Technical Education, Occupational Therapists, Physical Therapists, Speech Language
50 Pathologists, Psychologists, Deaf and Hard of Hearing, Developmental Kindergarten, Summit/IAES, KITE,
51 Advance, Excel, WRAP, Early Childhood Special Education (ECSE/preschool), Resource, Support Centers,
52 Elementary and Secondary Title I/LAP, AVID, QUEST and PAGE.

“Staffing Seasons” include:

- “Open Season” – Generally no earlier than September 1 and no later than May 31
- “Placement Season” – Placement Staffing Season shall be generally no later than June 1 through August 31

“Displacement” means either reassignment or involuntary transfer.

"Voluntary Transfer" means a change from an employee's current position to an open position.

"Involuntary Transfer" means an employee on a continuing contract who has been involuntarily transferred from his/her position with written notice from the Human Resources Department.

"Placement" means the appointment of an employee by the Human Resources Department to a position within the bargaining unit.

"Position" means an employment opportunity in a building or program.

"Reassignment" means a change in assignment within a building or a program by the appropriate administrator. For program staff it means a change of location. Reassignment does not mean a change in the number of sections in each department.

“Seniority” means:

“District Seniority” shall be defined as the number of years of experience in the Puyallup School District, and partial shall be calculated as they are for the S-275 Form.

“State Seniority” shall be defined as the number of years of service granted upon entry into the District, plus one (1) additional year of seniority granted for each year of service thereafter that meets the criteria for advancement on the salary schedule (Appendix E).

All staff members may review their documented seniority and credits online at any time. Following annual electronic notification by the District no later than November 15, it shall be the responsibility of the employee to review the seniority and credit information and to report to the District any errors by December 15 of each school year. “Tie Breaker.” In the event ties exist in number of years in the District, the employee(s) having the highest number of college or university credits beyond the B.A. degree earned by September 1 and as documented in the Human Resources Office by October 1 of the current school year shall have preference. If ties remain, the decisions shall be determined by lot.

The “Core/Lead Team” shall be defined as employee’s representative of grade levels and subject areas serving as the planning faculty for a new school.

“Qualified” means an employee shall be qualified for a position when holding a Washington State certificate (including required endorsements) that allows the employee to hold the position.

“Layoff” means an employee on a continuing contract for whom the District does not have a position in the following school year.

“Recall” means offering a laid-off employee a continuing contract.

Section 7.2 New School Year Assignment and Reassignment

Section 7.2.1 Assignment Preference Form

On or before February 1 of each year, the District shall distribute an assignment preference form to each employee at a school or program for the purpose of determining each employee's first, second, and third preference for assignment and location for the following year. Employees shall have five (5) work days to return the form.

Section 7.2.2 Valid Educational Reason for Reassignment

Reassignments shall be made only for valid educational reasons regarding staffing, program, or student needs. The term "valid educational reason" is defined as an authentic rationale directly related to improving student learning, as distinguished from one that is arbitrary, capricious, or based on personality, race, religion, creed, gender, age, or other irrelevant factors. Employees who are reassigned will be provided with a written explanation upon request of the reason for the reassignment.

Section 7.2.3 Reassignment Due to Enrollment Changes

If it becomes necessary to make reassignments due to staffing or student enrollment changes or other building or program needs, Principals or program administrators shall discuss the situation with impacted staff members in determining general assignment or schedules for the upcoming school year, and such teams may create an initial assignment or schedule based on employee preferences. However, the final assignment or schedule is the responsibility of the Principal or program administrator who will make those assignment decisions based on individual qualifications, district seniority, preferences expressed by impacted employees, and the best interest of the building or program. Employees in the process of pursuing National Board Certification shall have priority in reassignment decisions to be placed in the same grade level or department in order to continue the certification process.

Section 7.2.4 Voluntary Transfer Process

A reassignment shall not result in an employee being moved from one educational program to another (i.e. K-6 teacher to special services, secondary teaching staff to a K-6 teaching position, etc.).

If a reassignment would result in an identified increase in the work year for an employee, said position must be made available to employees through the voluntary transfer process.

Section 7.2.5 Notification of Reassignment

Employees shall be notified of their final teaching and room assignments as soon as possible but no later than one (1) week before the last day of school.

If a change is made after the final notice, the employee affected by the change will be notified of the change and the reason as soon as possible.

Upon request, the Principal/program director will meet with an employee or employees whose assignment(s) have been changed to discuss the reasons for the change(s).

Section 7.2.6 Placement and Equipment

When an employee is required to change rooms within the same school at any time, the employee will receive up to four (4) hours of pay at the professional rate, will be provided packing boxes and tape, as well as assistance with moving district materials and equipment in order to complete the move to the new room. Upon request, written notice including the rationale for the move will be provided to the impacted employee. Additional hours of pay may be approved by building administrators for employees who experience unique circumstances requiring additional time to move.

Section 7.3 General Timeline for Filling Open Positions

The District will fill open positions occurring at the following times as described below:

Section 7.3.1 Open Staffing Season

Generally, for jobs posted no earlier than September 1 and no later than May 31: For these postings, the Principals may elect to invite employees from the building to participate as a member of the interview team. The Principals will select the most senior applicant (using District seniority) or interview and recommend from the following qualified applicants:

- A. At least three (3) most senior applicants (using District seniority) defined by the collective bargaining agreement.
- B. Up to three (3) applicants identified by Human Resources as qualified involuntary transfers, unassigned new hires, or leave of absence returnees.
- C. If there are two (2) or fewer qualified applicants from subsections A or B, the interview pool may include the temporary incumbent (the person presently in the position that was filled after the school year began). If there are no qualified applicants from subsections A or B, the interview pool may include qualified external candidates.

If the candidates are nearly equal, the candidate who has greater district seniority will be awarded the position.

Section 7.3.2 Placement Staffing Season

Placement Staffing Season shall be generally no later than June 1 through August 31 or until all eligible employees have been placed. Open positions which have not been filled by June 1 (or an earlier date mutually agreed to by the parties) will be filled by qualified involuntarily transferred employees, any employees returning from leave, and unassigned new hires. If the parties agree that employees eligible for this season in a particular job category have been placed, the parties agree to close this placement process for that job category and return to the Open Staffing Season process.

During this season, open and new positions shall first be filled by qualified involuntarily transferred employees and employees returning from leave, then employees from the employment recall pool, if applicable, then unassigned new hires. Placement shall be made based on qualifications, expressed interest of the employee, and State seniority.

Section 7.4 General Staffing Procedures

Section 7.4.1 Transferring

An employee interested in transferring to an open position shall follow the internal bid process communicated to all employees by the Human Resources department.

Section 7.4.2 Interviews

The Human Resources Department will notify the appropriate administrator of the names of the applicants to be interviewed in accordance with Open Staffing Season procedures. Said administrator will establish a process to review and interview the members of the interview pool and will make his or her recommendation for the person to fill the position to the Human Resources Department, however, the administrator may choose to recommend the most senior qualified applicant (using District seniority), in which case the other members of the interview pool will not be interviewed.

Section 7.4.3 Accepting or Rejecting a Position

The successful applicant for an open position shall have 16 ESC business hours from receipt of notification to accept or reject the position. Except for employees assigned to positions during placement season, once an employee accepts a position, said employee may not apply for another open position effective that same school year, except for an employee choosing to exercise their right to return to an open position posted before the 5th workday prior to the first day of school, per section 7.4.4.

Section 7.4.4 Beginning Dates and Assistance

When an employee is selected for or placed into a position, the Human Resources Department, in consultation with the appropriate administrator and the employee, will establish the beginning date for the position and will provide moving assistance. Positions that are opened after the 5th work day prior to the first day of school will be filled by a long-term substitute or employee on a replacement contract. During open staffing season, the position will be re-posted and filled permanently for the next contract year, unless the position is reduced within the regular staffing process.

Section 7.4.5 Open Communication

The District will maintain open lines of communication with applicants throughout the interview process. All employees who are interviewed for an open position will be notified by the Human Resources Department within five (5) work days after the open position has been filled.

Section 7.4.6 Opening of New Schools

When new schools are opened, the District will select a “Core/Lead Team” and building staff in advance of the reassignment and involuntary transfer process. The parties will collaboratively establish a timeline for the posting of positions and the criteria and requirements for the selection of staff for new schools and notice of involuntary transfers related thereto.

Section 7.4.7 Consensual Transfer

At any time upon agreement by and between the affected administrator(s), one (1) or more employees, the Human Resources Department, and the Association, employees may transfer to a different position for the benefit of the employee, a program, a school, or other District needs.

Section 7.4.8. FTE Increase

The District may add up to .2 FTE to any existing employee or assignment without utilizing the posting process.

Section 7.5 Involuntary Transfer

An involuntary transfer shall occur when necessitated by an elimination or reduction in program, declining student enrollment, closure of schools, changes in school boundaries, or reduction in staffing ratio. Involuntary transfer will not be made arbitrarily or capriciously but will be based on staffing, program, or student needs. Involuntary transfer may occur to provide gender diversity in secondary school health and fitness departments in order to provide locker room supervision. Building administrators and program supervisors will begin the involuntary transfer process by asking for volunteers. If the volunteering employee has an evaluation of “does not meet criterion,” the District and Association must agree that the employee may volunteer for involuntary transfer.

The District shall meet with the Association prior to an involuntary transfer. The Association and the District shall annually conduct a meeting for all involuntary transfers in order to review their rights and the process for being placed, and answer questions.

Section 7.5.1

Involuntary transferees will be identified in the following manner:

- A. The District will involuntarily transfer the person with the least State seniority within the staffing category in the building or program, unless another employee in the staffing category volunteers and is qualified to be transferred. Staffing categories are the categories identified in the layoff and recall provision, and world language (by language). Special programs shall include: Library, Occupational Therapists, Physical Therapists, Speech Language Pathologists, Psychologists, Development Kindergarten, Deaf and Hard of Hearing, Elementary Health and Fitness, K-12 Music, Career-Technical Education, Summit/IAES, KITE, Advance, Excel, WRAP, ECSE, Resource, Support Centers, Elementary and Secondary Title I/LAP, AVID, QUEST and PAGE.

Each secondary school may by-pass one (1) employee per school year for involuntary transfer due to the employee's critical assignment(s) (activities, athletics, or academics) if no other employee assigned to the building is willing and qualified to accept the critical assignment(s).

- B. No later than May 1 of each year, employees who have been identified as involuntary transferees will be notified in writing of their transfer. If the District cannot reasonably calculate its staffing because of the State Legislature's failure to act upon a K-12 budget, the parties to this Agreement will mutually agree to a reasonable extension of the involuntary notification timeline.

- C. If during the fall of the subsequent school year, a school is determined to be overstaffed, the building administrator will identify the involuntary transferee utilizing the aforementioned process. If this occurs, the involuntary transferee will be transferred to a different building or site.

- D. Employees who are involuntarily transferred shall have the right to return to their former position (an assignment in the relevant staffing category or school site from which the employee was involuntarily transferred) for a period of two (2) school years of working in the new assignment. If a position opens within the first 15 school days after the expiration of an employee's right of return, the employee shall have the right to claim the position when the position is posted at the next open staffing season. It is the employee's responsibility to monitor the District's posted positions for which the employee may have return rights and to notify Human Resources that the employee believes he or she has return rights for a position before the position closes. If the employee does not notify Human Resources of his or her return rights or opts to not return to his/her former position the employee's right to return shall end unless mutually agreed otherwise, due to extenuating circumstances. After such time, the employee will be considered for subsequent openings consistent with the general staffing procedures.

- E. When an involuntary transfer occurs during the school year, up to three (3) days of release time shall be given to the affected employee to complete the move and become oriented to the new building or site. Outside the school year, when an employee is involuntarily transferred from one school to another, the employee will receive up to 15 hours of pay at the professional rate in order to complete the move and become oriented to the new building. The District shall provide packing boxes and tape, as well as assistance as needed in transporting district equipment and materials.

- 1
- 2 F. When an employee is involuntarily transferred to a new subject area, grade level,
- 3 special program or service area, release time for appropriate observations of other
- 4 employees will be arranged.
- 5
- 6 G. In instances where teaching positions within a building are combined or where
- 7 declining enrollment in separate buildings causes the combining of teaching positions,
- 8 the Principal and the employees involved who are qualified to meet the identified
- 9 instructional needs will attempt to arrive at a mutually acceptable identification of who
- 10 will fill the respective positions. If the employees cannot agree, the employee with the
- 11 greatest State seniority will be given his/her choice of the remaining position(s) or of
- 12 being identified as an involuntary transferee. The aforementioned process will be
- 13 followed going from the most senior to the least senior employee, until no positions
- 14 remain. In the case where none of the employees involved are interested in the
- 15 remaining positions, said positions shall be awarded to the employee(s) with the least
- 16 length of service in the State.
- 17

18 **Section 7.5.2**

19 Employees may be transferred involuntarily for valid educational reasons when continuation in the

20 assignment is detrimental to the program and/or employees due to serious conflict between employees

21 or the employee and administration. Such valid educational reasons must be directly related to

22 improving the learning/work environment or improving staff relationships and not for arbitrary or

23 capricious reasons. Before the employee may be involuntarily transferred, the employee shall have

24 been notified of those concerns by his/her immediate supervisor and shall be provided a reasonable

25 opportunity/time to remediate the problem. The amount of time may vary depending on the situation.

26 (e.g. employee(s) refuses the opportunity to remediate).

27

28 Prior to providing notice to the employee of the District's intention to implement such involuntary

29 transfers above, the District and the Puyallup Education Association will meet and discuss the

30 circumstances of, and necessity for, the proposed transfer.

31

32 An Association representative may make a request to the District in writing that an employee be

33 transferred. Such written request shall include the reason(s) for the transfer. The District and the

34 Association will meet and discuss the reasons for the request.

35

36 Employees involuntarily transferred under this section do not have return rights to their former

37 position.

38

39 **Section 7.6 Openings for Building Department Coordinators**

40 Department staff may annually recommend a member of the department to act as department coordinator.

41 Building administration may accept the recommendation or select another employee to serve as the

42 department coordinator.

43

44 **Section 7.7 Layoff and Recall**

45 **Section 7.7.1 Overview**

46 Determination by the District that any employee of the District shall be laid off for the following

47 school year by reason of financial necessity, including, but not limited to, levy failure or decreased

48 State support, redirection, reduction, or reduced enrollment necessitating layoff or discontinuation of

49 a position(s) including those resulting from termination or reduction of funding of categorically funded

50 projects over and above attrition, shall be made pursuant to the provisions of this agreement, and shall

51 be based upon financial resources available for the following school year.

52

- 1
- 2 A. The term "layoff" as used herein refers to action by the District to reduce the number
- 3 of employees in the District over and above attrition, and due to economic reasons only;
- 4 it does not refer to decisions to discharge or non-renew an individual employee for
- 5 cause.
- 6
- 7 B. Layoff of employees with valid contracts shall not be made during any school year.
- 8 All layoffs shall commence at the end of the school year. In the event of layoff, the
- 9 District shall provide written notice of non-renewal to all affected employees on or
- 10 before the statutory notification date (usually May 15, unless the State has failed to
- 11 adopt a budget). The Association shall be notified of the possibility of layoffs not later
- 12 than April 15.
- 13
- 14 C. The District shall make a thorough effort to secure cooperation and funding from local,
- 15 State and Federal government and non-government resources. Copies of written
- 16 reports submitted to the School Board detailing these efforts shall be provided to the
- 17 Association.
- 18
- 19 D. Retained programs and activities shall attempt to minimize the consequence of the
- 20 reductions upon the student(s). Health and safety standards shall be maintained.
- 21
- 22 E. Layoff of employees shall not occur unless the District can show there is a financial
- 23 problem that would prevent the District from employing staff at the same level as the
- 24 previous year, or there is a reduction in enrollment necessitating layoff over and above
- 25 attrition, or there is discontinuation of a position(s) including those resulting from
- 26 termination or reduction of funding categorically funded projects. The District shall
- 27 provide the Association, upon its request, with a detailed report on the financial affairs
- 28 of the District, including copies of documents related to said finances and information
- 29 related thereto.
- 30

31 **Section 7.7.2 Procedures for Staff Reduction**

32 In the event that it is necessary to reduce the number of employees, those employees who will be

33 retained to implement the District's reduced or modified program and those employees who will be

34 terminated from employment or adversely affected in contract status will be identified by using the

35 following procedures:

36

- 37 A. Determination of Vacant Positions. The District will determine, as accurately as
- 38 possible, the total number of staff leaving the District for reasons of retirement, family
- 39 transfer, normal resignations, leaves, discharge, or non-renewal, etc., and these
- 40 vacancies will be taken into consideration in determining the number of available
- 41 positions for the following school year.
- 42
- 43 B. Certification. Possession of any valid Washington State Certificate with the necessary
- 44 endorsements which may be required by statute or administrative code for the
- 45 position(s) under consideration shall be a prerequisite for retention.
- 46
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C. Employment Categories. The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions:

1. Elementary teachers will be considered for retention in one category (K-6).
2. Secondary teachers (7-12) will be considered for retention by teaching endorsements such as science, math, social studies, language arts, etc.
3. Other employees will be considered for retention according to their endorsement, which will include:

English Learner (EL)
School Nurses
Counselors
Librarians
Deaf and Hard of Hearing
Special Education Teachers
ECSE (Preschool)
Audiologists
Psychologists
Social Workers
Speech Language Pathologists
Physical Therapists
Occupational Therapists
Teachers of the Visually Impaired
Mobility and Orientation Specialists

Employees on leave from the District shall be placed in the category appropriate to said employees, and employees employed on one (1) year non-continuing contracts shall not be so included.

D. Retention by Employment Category. Each staff member will be considered for retention in the category(ies) for which they are certified or endorsed.

E. Selection Within Employment Categories. Employees shall be considered for retention in available positions within the categories or specialties for which they qualify, in accordance with the provisions for retention by employment category. In the event there are more qualified employees than available positions in a given category or specialty, employees shall be recommended for retention by State seniority.

F. Action by Superintendent or his/her Designee. The procedures for staff reductions shall be implemented on or before the statutory deadline (usually May 15, unless the State has failed to adopt a budget) of the school year prior to the school year in which any staff reductions may be necessary. The Superintendent or his/her Designee shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees. Employees non-renewed are eligible to join the substitute roster and shall receive priority consideration for substitute assignments.

G. Layoff & Recall Pool.

1 All employees who are not recommended for retention in accordance with these
2 procedures shall be terminated from employment and placed in a pool for possible
3 reemployment for a period of up to two (2) years.
4

5 As positions become available (if there are no qualified unassigned involuntary
6 transfers), the Human Resources Department shall reinstate qualified individuals from
7 the layoff pool, using qualifications and State seniority. Individuals returning to work
8 in a position with the District shall be recalled and returned to continuing contract
9 status.
10

11 The District may hire new employees only where there is no individual in the layoff
12 pool who meets the certification and qualification criteria specified herein for the
13 available position.
14

15 Individuals who obtain additional certification, qualifications, or college preparation
16 while in the layoff pool shall be entitled to update their records with the Human
17 Resources Department. In filling a vacancy, the most recent category eligibility and
18 certification, qualification and college preparation information on file in the Human
19 Resources Department shall be determinative.
20

21 An individual in the layoff pool shall have the right to reject one (1) offer of recall. If
22 an individual in the layoff pool rejects a second offer of recall, his/her name shall be
23 removed from the layoff pool and shall constitute forfeiture of all recall rights.
24

25 An individual in the layoff pool shall have 16 ESC work hours to respond following
26 actual notice by telephone, in person, or in writing (including e-mail) of an offer of
27 recall. If the individual fails to respond, his/her name shall be passed over for the
28 position. If the individual fails to respond a second time to an offer of recall, his or her
29 name shall be placed at the bottom of the seniority list for the layoff pool in the relevant
30 categories. The individual is responsible for keeping the Human Resources
31 Department informed of his or her most current contact information and if the
32 individual's address, telephone number, or e-mail address is no longer valid when the
33 District attempts to offer recall, it shall count as a failure to respond.
34

35 **ARTICLE 8. RELEASE FROM CONTRACT**

36

37 A teacher under contract shall be released from the obligations of the contract upon request under the
38 following conditions:
39

- 40 A. A letter of resignation must be submitted to the Director of Human Resources.
- 41
- 42 B. A release from contract, prior to July 1, shall be granted provided a letter of resignation is
43 submitted prior to that date.
44
- 45 C. A release from contract shall be granted after July 1 provided a qualified replacement
46 (satisfactory to the District) has been obtained, or upon mutual consent of the District.
47
- 48 D. A release from contract shall be granted upon the teacher's request in case of illness or other
49 personal matters which make it impossible for the teacher to continue in the District.
50

ARTICLE 9. SALARY GUIDES

Section 9.1 General

The purpose of the District Salary Schedule shall be to secure new employees who are personally competent and professionally well prepared, encourage the professional growth of employees while in service, and retain the most competent employees in the school system. The salary schedules are presented in Appendix A.

Section 9.2 Placement on Salary Schedule

All employees will be placed on the negotiated base salary schedule (Schedule A) according to qualifying highest degree, number of credits, and experience as determined by the regulations promulgated by the Washington Office of Superintendent of Public Instruction and printed in the "S-275" instructions. Placement of ESA staff will include one year of clinical experience for each full year (2080 hours) of experience directly related to the position, in a non-school setting.

Section 9.3 Salary Deductions and Payments

- A. Salary Deductions for Absences. In case of absence other than those for which paid leave applies, the salary deduction shall be one full day's pay in accordance with the contracted days of employment.
- B. Payment of Salaries. Payment of salaries shall be on the last business day of each month. Upon the employee's appropriate written instructions, warrants/pay stubs shall be held at the Education Service Center to be picked up by the employee. In the absence of such written instruction, or in the event the document being held at the Education Service Center for pickup is not so claimed within a one-week period, the document shall be mailed to the employee's address of record.
- C. All employees shall be paid through direct bank deposit. Employees shall complete a direct deposit form and submit it to the Payroll Department within the first five (5) days of hire.
Early Payout. Upon application, employees retiring from the teaching profession shall receive the balance of their salary payments on the June payday during the year in which they leave. The District may elect to pay off any other employee(s) at the time he/she leaves the District. All deductions due for the remainder of the year for which this salary is paid shall be made at this time and appropriately transmitted by the District, along with fringe benefits due for this time period, as permitted by SEBB (including insurance contributions due for the months of June, July and August), and shall make its normal contribution for those months in the normal manner. Employees should consult a tax accountant to review possible tax implications regarding this section.
- D. Errors in Contract Salaries. Following notification to the employee, errors resulting in over or underpayments shall be corrected on the next month's payroll. If requested by the employee, the Human Resources Department and the employee will work out a repayment agreement prior to any adjustment to the employee's pay warrant. In the event an employee is notified of an overpayment prior to receiving said payment, the District may elect to deduct the amount of overpayment from the employee's next pay warrant.

1 **Section 9.4 Part-Time Contracts**

2 An employee's prorated pay for less than a full year shall be figured in the following manner: use as the
3 numerator the actual number of days that the employee is employed, and as the denominator the actual number
4 of basic contract days in the entire year. This fraction times the annual salary for said employee's position on
5 the salary schedule shall equal their pay for the part of the year employed. Partial day employment pay shall
6 be similarly prorated.

7
8 **Section 9.5 Supplemental Contracts**

9 When supplemental contract positions are known, these contracts shall be issued to the employee to facilitate
10 the beginning of payment by the end of the October pay period. Employees are required to sign Supplemental
11 contracts, which are all contingent upon the program/work being available. If the district determines the work
12 cannot be performed, the contract will terminate, and the employee will be paid for the proration of work
13 performed under the contract.

14
15 For Additional Assignment Schedules, see the Appendices.

16
17 **Section 9.6 Mid-Contract Increase**

18 In the event the School District receives from the State of Washington more funds for the specific purpose of
19 increasing employee's salaries and/or benefits than the District has contracted to pay for the given school
20 year, the District shall notify the Association and begin negotiations with the Association on the distribution
21 of such funds for application to the salaries and/or benefits for employees for said year and shall then make
22 such adjustments, including amendments to the individual employees' contracts, if necessary, as soon as
23 practicable.

24
25 **ARTICLE 10. INSURANCE BENEFITS**

26
27 **Section 10. Insurance**

28 Employees and substitutes who work or are anticipated to work 630 hours or more in a work year (September
29 1 – August 31) shall be eligible for insurance under the School Employee Benefits Board (SEBB). SEBB shall
30 establish all parameters of the benefit offerings, including plan designs, carriers, and employer/employee
31 rates. Employee rates shall be paid through payroll deduction.

32
33 **Section 10.1 Benefit Termination**

34 Any employee eligible for benefits who terminates the employee/employer relationship shall continue to
35 receive benefits through their final month of employment.

36 When employees eligible for benefits separate from employment after completion of the employee's full
37 contract obligation the separation will be effective August 31.

38
39 In cases when an employee provides notice of an alternate date, the District will provide the employee
40 notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31 separation
41 date. Absent a waiver, the separation date will be August 31.

42
43 **ARTICLE 11. TRAVEL, TIME, AND REIMBURSEMENT**

44
45 Employees shall be reimbursed for reasonable expenses of mileage, meals, housing, and registration fees
46 when such employees are on official business.

47
48 **Section 11.1 Travel Within the District**

49
50 Reimbursement for travel expenses of employees shall be limited to those cases where work requires regular
51 and frequent travel from school to school and the Director of Human Resources has approved reimbursement.
52 When needed, adjustments will be made to provide reasonable travel time as follows:

1. For traditionally itinerant employees (librarians, music teachers, elementary PE teachers, ELL teachers, nurses, SLPs, etc.) the first priority is to schedule their work day so that travel time can be accommodated within the work day, along with contractual planning time and lunch break.
2. If an employee is placed in assignments at more than one site during a work day (a split assignment), and the work schedule cannot be adjusted to accommodate travel, contractual planning time and lunch break, then the addresses of the sites will be entered into the directions function of googlemaps.com to establish a standard mileage and time for travel between the two (2) sites. The employee will submit monthly mileage claims based on the number of days during the month that the employee traveled between work sites, using the googlemaps.com mileage. Mileage claims shall not be submitted for days the employee was absent or otherwise did not travel between the sites.
3. The employee will be compensated on a monthly basis, at the per diem rate for that employee, for the time determined by googlemaps.com using the average time to travel at the specific time of day the travel occurs, plus ten (10) minutes, per day that travel was required, as compensation for lost planning time. This compensation will be suspended for leaves of absence, but not for short term absences. In the event the employee is unable to complete the required travel in the time allowed on a substantial and consistent basis, the employee will document actual travel time and request an increase in the time allowed. In the event the employee encounters occasional or seasonal instances when the allotted travel time is insufficient, the employee may log those instances and request at the end of the year that the extra time be balanced against any absences when the employee was compensated for travel time anyway. If the balance favors the employee by at least 30 minutes, the employee will be compensated for the difference.
4. The Director of Human Resources shall approve and coordinate the implementation of the arrangements required by Paragraphs two (2) and three (3). For employees who travel on a regular basis between multiple sites, Human Resources may authorize a stipend for compensating their routine travel time, paid on a Supplemental Contract monthly, in lieu of submitting reimbursements. Questions about the Supplemental Contract should be addressed in advance with Human Resources.

Section 11.2 Travel Outside of the District

Prior approval of the District shall be required for reimbursement of employees who travel outside of the District on school business. Direct billing and/or advance payment of travel, registration fees, lodging and subsistence costs may be authorized, provided that advance approval of overnight travel has been approved by the District.

Section 11.3 Reimbursement

Mileage reimbursement shall be paid at the IRS rate. Mileage records shall conform to State Examiner requirements. On forms provided by the Principal, meals and mileage shall be listed and receipts for registration fees and lodging attached.

Section 11.4 Employee Travel for Trainings and Meetings

Mileage will be reimbursed for travel between work sites when such travel is required for District directed trainings or meetings. However, if the employee is directed to report to a single, alternate work site and will not be driving between two (2) work sites during one workday, no mileage will be reimbursed. The building administrator must approve such travel in advance. To the extent possible, staff will make efforts to carpool.

ARTICLE 12. EVALUATION OF CERTIFICATED EMPLOYEES

Section 12.1 General

All certificated employees shall be evaluated during each school year in accordance with the procedures and criteria set forth herein, per RCW 28A.405 and WAC 392-191A. The written evaluation report shall not be the method used to formally discipline an employee; provided, however, that this is not intended to prevent discussion of disciplinable problems as these affect teaching competency.

Principals and teachers working together can provide an environment that ensures instruction centered on high expectations for student achievement; fosters a safe, positive learning environment with the teacher participating in the collaborative effort to improve instruction; advances the knowledge and practice of teaching as a profession; and ultimately has positive impact on student learning. Extenuating circumstances (including but not limited to placement in an unfamiliar content area/grade level or extreme workload/overload situations), shall be acknowledged in evaluation of employee performance. The District may, at its discretion, provide supports (i.e.: coaching, mentors, etc.) to employees with performance concerns.

A. Definitions

1. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
2. **Component** shall mean the sub-section of each criterion.
3. **Artifacts** shall mean any products generated, developed or used by an employee. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
4. **Evidence** shall mean examples or observable practices of the teacher's level of performance in relation to the instructional framework rubric. It should be gathered from the authentic planning, classroom environment, instruction, and/or professional responsibilities of teachers.
5. **Student Growth Data** shall mean the change in student achievement between two points in time. The teacher and evaluator will use multiple measures to demonstrate growth that are appropriate, relevant, and may include formative and summative options.

Section 12.2 Responsibility for Evaluation

Within each school the Principal or trained designee shall be responsible for the evaluation of employees assigned to that school. Within the District, program directors or their trained designees shall be responsible for the evaluation of employees assigned to those programs.

Employees assigned to more than one school or job shall be evaluated by the Principal or designee of one school or by the program director or designee. Such employee may request additional evaluations at assignments other than those evaluations provided by the District.

Responsibility for evaluation shall not be designated to members of the bargaining unit.

Section 12.3 Evaluation Timelines

Prior to September 30th of each year, employees shall be notified of the name of their intended evaluator. The evaluation tool, criteria and process shall be discussed with employees on or before the goal setting conference, which shall take place no later than November 30. At the goal setting conference, the classroom teacher will be prepared to discuss the self-assessment and preliminary student growth goals that may be used for the evaluation.

The intended evaluator shall not be changed without good cause and the employee shall be notified of said change within ten (10) school days of the decision to make the change. The intended evaluator shall not be changed after February 1 of each school year unless there are unusual circumstances. In the event of such unusual circumstances, the employee and the administration shall mutually agree upon another evaluator within ten (10) school days.

A Comprehensive/Long Form evaluation is required at least once every six years. In the years when a Comprehensive/Long Form evaluation is not required, teachers who received an overall rating of proficient or distinguished in the previous year may be evaluated using the Focused evaluation, and ESA/Support personnel whose performance was rated Meets Expectations in the previous year may be evaluated using a Short Form evaluation.

A teacher on provisional status (first three years of teaching, or first two years with Superintendent approval) must be on a Comprehensive evaluation. A teacher with two or more years of successful teaching in a Washington school district who moves to a new district will begin a new six-year cycle, starting with a Comprehensive evaluation during that provisional status year.

Should an evaluator determine that an employee on a focused/short form evaluation should be moved to a comprehensive/long form evaluation for that school year (outside the normal statutory cycle), the employee must be informed of this decision in writing at any time on or before December 15. Written rationale will be provided, if requested by the employee. By the end of February, employee and evaluator will hold a mid-year conference as outlined in the Comprehensive/Long Form Process. The evaluator shall write the final evaluation and both the employee, and the evaluator shall sign the completed evaluation by May 15.

In any school year, after an evaluator develops concerns regarding the performance of an employee for any evaluative criterion, a conference must occur within five (5) school days of each required observation. Prior to the preparation of the final written evaluation, any teacher may request an evaluation conference.

All copies of the evaluation form shall be signed by the evaluator and the employee. Signature of the employee does not necessarily imply agreement with the evaluation. The employee may submit signed comments concerning the evaluation report and such comments shall be attached to the evaluation report in the personnel file. The original evaluation shall be submitted to the Director of Human Resources or designee for review and filing in the personnel file. A second copy shall be provided to the employee and a third copy shall be retained by the Principal or the Director of Human Resources or designee. The Evaluation Conference shall not be used as a disciplinary meeting to issue a formal warning, reprimand, or discipline, provided, however, that this is not intended to prevent discussion of disciplinable problems as these affect teaching competency.

Evaluation statements based on complaints from other data sources shall only be incorporated as per the Complaint Procedure section.

Section 12.4 Evaluation Criteria

Required forms and supporting resources will be posted online and employees will be informed where these forms can be found at the beginning of the Evaluation Cycle.

Evaluation related forms other than what is posted online will not be required. Any changes in the required forms and supporting resources posted online will be done by mutual agreement of the District and the Association.

- A. **Classroom Teachers:** All employees serving as classroom teachers, music teachers, elementary physical education teachers, reading improvement teachers, special education teachers, and resource teachers shall be evaluated during each school year on the basis of the adopted criteria and appropriate criterion indicators:

Eight (8) Evaluation Criteria, per RCW 28A.405.100:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

- B. **Educational Staff Associates and Support Personnel:** All employees serving as educational staff associates (ESAs): psychologists, counselors, nurses, speech language pathologists, audiologists, occupational therapists, and physical therapists, and support personnel, including but not limited to: librarians, Indian Education specialists, district improvement specialists, GLAD specialists, Gateway and Advance, medically fragile instructors, behavior support specialists, education specialists and instructional coaches, shall be evaluated during each school year on the basis of the adopted criteria and appropriate criterion indicators, and may include comments in alignment with the District adopted Instructional Framework.

Five (5) Evaluation Categories, per WAC 392-191A-210:

1. Knowledge and Scholarship in Special Field: Each support person demonstrates a depth and breadth of knowledge of theory and content in the special field. The employee demonstrates an understanding of, and knowledge about, common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.
2. Specialized Skills. Each support person demonstrates in their performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
3. Management of Special and Technical Environment: Each support person demonstrates an acceptable performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.
4. The Support Person as a Professional: Each support person demonstrates awareness of their limitations and strengths and demonstrates continued professional growth.
5. Involvement in Assisting Pupils, Parents and Educational Personnel: Each support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Section 12.5 Evaluation Process – Classroom Teachers

Section 12.5.1. Comprehensive Evaluations

A. Comprehensive Evaluation Process

Whenever feasible and appropriate, evaluation meetings should occur in the teacher's classroom.

1. Teacher Self-Assessment/Goal Setting:
The purpose of the self-assessment form is to serve as a resource for reflection. Each teacher reflects on his/her practice and may complete a self-assessment using the 8 WA State Teacher Criteria and the District adopted Instructional Framework, to help guide the teacher. This is a personal reflection of practice and the teacher has the option of sharing or not sharing the results with the administration.

Individual teachers are to develop a student growth goal in Criteria 3 and 6 and an active group collaboration goal for Criterion 8. Each teacher may use his/her self-assessment, building and district initiatives, and student information as the foundation for the student growth goals.

2. Collaborative Goal Conference:
The teacher will come prepared to discuss student growth goals for Criteria 3, 6 and 8 (See Form A). The conversation will include brainstorming types of evidence and artifacts that will be necessary to demonstrate progress with the goals and performance on all the criteria, and/or to justify revisiting or modifying goals as appropriate in subsequent conversations until the goals are considered proficient.
3. Pre-Observation Conference:
The teacher and evaluator shall meet and discuss the focus of the observation. The goals may be referenced if applicable. Additional information gathered during the pre-conference becomes a part of the evidence. (Note: The Collaborative Goal Conference and the Pre-Observation Conference may be combined.)
4. Formal Classroom Observation:

Step 1: No later than the day of the observation and prior to the observation, the teacher will provide the evaluator with a completed lesson plan (Form B). If the evaluator is unable to complete the observation and the lesson plan (Form B) was considered proficient an updated version of Form B will not be required.
Step 2: Evaluator conducts the observation of practice, and collects evidence using the evidence gathering tool.
5. Post-Observation/Progress Process:

Step 1: The evaluator will share the observation notes with the teacher, within 5 school days from the date of the observation and prior to the post-observation conference.

Step 2: The teacher prepares for the post conference by reviewing the post observation reflection questions and notes provided by the evaluator.

Step 3: The teacher and evaluator meet for the post-observation conference within 5 school days from the date of the observation. Together they discuss, with equal voice, the lesson, the areas of strength(s), progress towards goals and determine any areas where the teacher will need to provide additional evidence. The teacher and evaluator will discuss preliminary levels of performance ratings.
6. Midyear Evaluation Conference:
Teacher and Evaluator will hold a mid-year conference to discuss all 8 criterion and applicable preliminary scores. This conference could be completed as part of an observation conference and must be held no later than the end of February.

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7. Informal observation and On-Going Evidence Development:
The teacher and evaluator will have on-going collaboration regarding evidence collection and will continue to discuss preliminary levels of performance ratings throughout the school year, to be included in the evidence gathering tool.
8. Final Summative Conference:
- Step 1: The Summary of Overall Ratings is shared with the teacher and contains all the accumulated evidence throughout the cycle before the conference is held. The Evidence Gathering Tool will be available for viewing by the teacher during the conference.
- Step 2: During the conference, the teacher and evaluator acknowledge the criteria where they agree and discuss the criteria/criterion if there is a difference.
- Step 3: If the evaluator scores a criteria/criterion lower than the teacher does, one or more of the following may occur:
- A. The teacher and evaluator have further discussion about the specific components.
 - B. The teacher may provide more evidence/artifacts, if relevant.
 - C. The evaluator may conduct more observations if the criterion can be evaluated by observation.
 - D. The teacher or evaluator may request these additional observations and/or artifacts to aid in the assessment of the classroom teacher's professional performance when compared to the instructional framework rubrics.
- Step 4: In the event that the evaluator and teacher cannot come to agreement, the teacher will be given an opportunity to provide additional evidence of the year's teaching experience. If agreement still cannot be reached, then the evaluator's assessment will be recorded, and the teacher may submit a response to be attached to their evaluation in their personnel file.
9. Final Scoring Document:
- Final Scoring will be recorded on the Comprehensive Evaluation Form. The final summative evaluation score, including the student growth impact rating, shall be determined by an analysis of evidence and artifacts. This analysis will be based on a holistic assessment of the teacher's performance over the course of the year. A preponderance of the evidence for the components will be used to develop the overall criterion scores. Criterion scores will be added to reach the final summative score.
- If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide rationale, per the Comprehensive Evaluation Form

B. Comprehensive Evaluation Rules

1. Rules of Observation for the Comprehensive Evaluation:

- A. All classroom teachers will be observed at least twice each year when subject to the comprehensive evaluation. The total observation time for the school year will not be less than sixty minutes. Observations may occur outside of the classroom, as appropriate (such as parent conferences, evening concerts, etc.).
- B. New teachers will be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of the new employee's employment period.
- C. Teachers in the third year of provisional status will be observed a minimum of three times. The total observation time for the school year will not be less than ninety minutes.

2. Conducting the Comprehensive Evaluation:

- A. All eight teaching criteria must contribute to the overall summative evaluation and must be completed.
- B. The evaluation must include an assessment of the criteria using the District adopted Instructional Frameworks and OSPI's approved student growth rubrics. More than one measure of student growth data will be used in scoring the student growth rubrics.
- C. The evaluator must make observations and written comments.
- D. Teachers may attach written comments to his/her evaluation report.
- E. Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence.
- F. An overall summative score shall be derived by a calculation of all criterion scores and shall determine the final four-level rating based on the OSPI determined summative evaluation scoring band.
- G. Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher's student growth impact rating.
- H. The student growth impact rating will be determined by the OSPI student impact rating scoring band.
- I. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.
- J. Evaluators must analyze the student growth score in light of the overall summative score and determine outcomes.

Section 12.5.2. Focused Evaluation Process and Rules

Whenever feasible and appropriate, evaluation meetings should occur in the teacher's classroom.

A. Focused Evaluation Process

A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criteria, a level 4 (Distinguished) score may be awarded by the evaluator. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15. Written rationale will be provided, if requested by the employee.

B. Focused Evaluation Rules

1. Rules of Observation for the Focused Evaluation:

All classroom teachers will be observed at least twice each year when subject to the focused evaluation. The total observation time for the school year will not be less than sixty minutes. Observations may occur outside of the classroom, as appropriate (such as parent conferences, evening concerts, etc.).

2. Conducting the Focused Evaluation:

- A.** One of eight criterion for classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
- B.** The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
- C.** The evaluation must include an assessment of the criterion using the instructional framework rubrics.
- D.** Teachers on the focused evaluation may choose criterion 3, 6 or 8, as the single area of focus for evaluation. If instead, the teacher chooses, criterion 1, 2, 4, 5 or 7, the teacher must also choose a student growth goal from criterion 3 or 6 to be included in the focused evaluation.

Section 12.5.3 Procedural Standards for Outcomes of the Student Growth Ranking

1. The following outcomes of the student growth impact rating analysis will apply:
 - A. Classroom teachers with preliminary rating of distinguished with low student growth rating will receive an overall proficient rating.
 - B. Classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry pursuant to WAC 392-191A-010.
 - C. The evaluations of classroom teachers with a preliminary rating of unsatisfactory and high student growth rating will be reviewed by the evaluator's supervisor.
2. Procedural Standards for Conducting a Student Growth Inquiry WAC 392-191A-100.

Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

 - A. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices.
 - B. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned.
 - C. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretation.
 - D. Create and implement a professional development plan to address student growth areas.

Section 12.5.4 Summative Performance Rating Definitions

1. **Unsatisfactory:** Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.
2. **Basic:** Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers, but insufficient for more experienced teachers.
3. **Proficient:** Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching and leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching and leading a school are strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.
4. **Distinguished:** Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students learning, challenging professional growth, and collaborative practice.

Section 12.6 Evaluation Process – ESA/Support Personnel

12.6.1 Long Form Evaluation

A. Long Form Evaluation Process

Whenever feasible and appropriate, evaluation meetings should occur in the teacher's classroom.

1. **ESA/Support Person Self-Assessment/Goal Setting:**
The purpose of the self-assessment form is to serve as a resource for reflection. Each ESA/Support person reflects on his/her practice and may complete a self-assessment using the District adopted Instructional Framework, to help guide the ESA/Support person. This is a personal reflection of practice and the ESA/Support person has the option of sharing or not sharing the results with the administration.
2. **Collaborative Goal Conference:**
The ESA/Support person will come prepared to discuss goals. The conversation will include brainstorming types of evidence and artifacts that will be necessary to demonstrate progress with the goals.

3. Pre-Observation Conference:
The ESA/Support person and evaluator shall meet and discuss the focus of the observation. The goals may be referenced if applicable. Additional information gathered during the pre-conference becomes a part of the evidence. (Note: The Collaborative Goal Conference and the Pre-Observation Conference may be combined.)
4. Formal Classroom Observation:

Step 1: No later than the day of the observation and prior to the observation, the ESA/Support person will provide the evaluator with a completed lesson plan. If the evaluator is unable to complete the observation and the lesson plan, was considered satisfactory an updated version will not be required.

Step 2: Evaluator conducts the observation of practice, and collects evidence using the evidence gathering tool.
5. Post-Observation/Progress Process:

Step 1: The evaluator will share the observation notes with the ESA/Support person, within 5 school days from the date of the observation and prior to the post-observation conference.

Step 2: The ESA/Support person prepares for the post conference by reviewing the notes provided by the evaluator.

Step 3: The ESA/Support person and evaluator meet for the post-observation conference within 5 school days from the date of the observation. Together they discuss, with equal voice, the lesson, the areas of strength(s), progress towards goals and determine any areas where the ESA/Support person will need to provide additional evidence. The ESA/Support person and evaluator will discuss preliminary levels of performance ratings.
6. Midyear Evaluation Conference:
ESA/Support person and Evaluator may hold a mid-year conference to discuss all 5 criterion and applicable preliminary scores. This conference could be completed as part of an observation conference and must be held no later than the end of February.
7. Informal observation and On-Going Evidence Development:
The ESA/Support person and evaluator will have on-going collaboration regarding evidence collection and will continue to discuss preliminary levels of performance ratings throughout the school year.

1
2 8. Final Evaluation Conference:
3

4 Step 1: The Summary of Overall Ratings is shared with the ESA/Support
5 person.
6

7 Step 2: During the conference, the ESA/Support person and evaluator will
8 discuss and review the final evaluation.
9

10 Step 3: If the evaluator ratings are lower than the ESA/Support person, one or
11 more of the following may occur:
12

- 13 A. The ESA/Support person and evaluator have further discussion
14 about the ratings.
15
16 B. The ESA/Support person may provide more evidence/artifacts,
17 if relevant.
18
19 C. The evaluator may conduct more observations if the criterion
20 can be evaluated by observation.
21
22 D. The ESA/Support person or evaluator may request these
23 additional observations and/or artifacts to aid in the assessment
24 of the professional performance when compared to the criterion.
25

26 Step 4: In the event that the evaluator and ESA/Support person cannot come
27 to agreement, the ESA/Support person will be given an opportunity to provide
28 additional evidence of the year's ESA/Support person experience. If agreement
29 still cannot be reached, then the evaluator's assessment will be recorded, and
30 the ESA/Support person may submit a response to be attached to their
31 evaluation in their personnel file.
32

33 9. Final Scoring Document:

34 Final Scoring will be recorded on the Long Form Evaluation. This analysis
35 will be based on a holistic assessment of the ESA/Support person's performance
36 over the course of the year. A preponderance of the evidence for the
37 components will be used to develop the overall criterion rating.
38

39 If the evaluator assigns the ESA/Support person a final rating of Does Not Meet
40 Criterion, the evaluator must provide rationale, per the Long Form Evaluation.
41

42 **B. Long Form Evaluation Rules**

43 Each provisional ESA/Support person shall be observed in the performance of the work
44 assignment for the purpose of evaluation at least twice during the first year of
45 employment. The first observation shall be made within 90 calendar days of
46 employment and shall be for a total observation of at least 30 minutes.
47

48 During each school year, each ESA/Support person shall be observed for the purpose
49 of evaluation at least twice in the performance of the assigned duties. Both
50 observations shall be for at least 30 minutes, and total observation time shall not be less
51 than 60 minutes.
52

In addition to required observations and evaluations, supervisors may make additional observations and evaluations at any time during the school year. If such observations result in potentially negative feedback, the supervisor will conference with the ESA/Support person within five (5) school days.

At the request of either the evaluator or the ESA/Support person, a formal observation series shall be preceded by a conference in which observation arrangements and the goals and objectives for the observation are discussed by the ESA/Support person and the intended evaluator.

Following each formal observation or series of observations there shall be a post-observation conference between the intended evaluator and the ESA/Support person. The following shall be included in the discussion, as necessary, during this conference:

1. The goals and objectives of the observation.
2. The observation.
3. Specific plans for improvement and supervision, if needed.

ESA/Support persons shall not be required to complete written questionnaires for a pre- or post- observation conference. Written lesson plans may be required.

Evaluators may interact with students to gauge their understanding in an unobtrusive and non-disruptive manner. Final conclusions and evaluation ratings shall be based on a range of evidence and the evaluator's professional analysis of that evidence.

The results of each observation shall be provided to the ESA/Support person in writing within ten (10) school days of each observation.

Section 12.6.2 Short Form Evaluation Process

The short form of evaluation shall include either a 30-minute observation during the school year with a written summary or a final annual written evaluation based on the criteria and based on at least two (2) observation periods during the school year, totaling at least 60 minutes without a written summary of such observations being prepared. However, the long form evaluation process shall be followed at least once every four (4) years and an employee or evaluator may request that the long form evaluation process be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that an ESA/Support person's work is unsatisfactory under subsection (1) of this section nor as probable cause for non-renewal under RCW 28A.405.210.

The above process will be available to building administrators but shall not be used if a staff member prefers the long form process. If an administrator would like to use the short form process, it is agreed that:

1. Notice of this request will be given to the ESA/Support person prior to September 30.
2. No person being evaluated by the process will be rated Does Not Meet Criterion.
3. The same summary form will be used as with the long form, but without narrative.

1
2 **Section 12.7 Transferred, Resigned or Terminated Employees**

3 If an employee is transferred after October 1 to another position not under the supervisor's jurisdiction, an
4 evaluation shall be made at the time of such transfer, if possible. If an employee resigns or is terminated
5 during the school year, a final evaluation shall be completed prior to his final date of employment, if possible.
6

7 **Section 12.8 Relationship to the Grievance Procedure**

8 Except for the procedural requirements of the evaluation and probation sections of this Agreement, the content
9 of an employee's evaluation, or of an administrator's report pursuant to the Articles regarding Probation and
10 Personnel Files, shall not be subject to the Grievance Procedure. Further, since the contracts of replacement
11 employees expire automatically as per RCW 28A.405.900, procedural errors regarding the evaluations of
12 these employees shall only be subject to Steps 1, 2 and 3 of the Grievance Procedure.
13

14 **ARTICLE 13. PROBATION**
15

16 **Section 13.1 General**

17 The probationary procedure as set forth herein shall provide an employee (excludes provisional and
18 replacement employees) with an opportunity to demonstrate improvement in the areas of deficiency and offer
19 assistance in the improvement of performance. The probationary period shall commence on or after October
20 15 and shall extend for 60 school days. Days may be added if deemed necessary to complete a program for
21 improvement and evaluate the probationer's performance, as long as the probationary period is concluded
22 before May 15th of the same school year. The probationary period may be extended into the following school
23 year if the probationer is a classroom teacher, has five or more years of teaching experience and has a
24 comprehensive summative evaluation performance rating as of May 15th of Level 1.
25

26 During the period of probation, the employee may not be transferred from the supervision of the original
27 evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by
28 the original evaluator before any consideration of a request for transfer or reassignment as contemplated by
29 either the individual or the school district.
30

31 The establishment of a probationary period does not adversely affect the contract status of an employee within
32 the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee
33 opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the
34 probationary period and the giving of the notice to the employee of deficiency shall be by the school district
35 superintendent and need not be submitted to the board of directors for approval.
36

37 Provisional employees who are experiencing performance difficulties will be advised by the District
38 administration of their right to contact the PEA President or UniServ Director for representation at a meeting
39 with the employee's evaluator. This meeting will be conducted prior to any official personnel action.
40

41 **Section 13.2 Probationary Conference**

42 If the supervisor recommends that an employee be placed on probation, the supervisor shall:
43

- 44 A. Review the reasons for the contemplated probation and specify which of the evaluative
45 criteria in Article 12 the employee is failing to demonstrate satisfactorily.
46
47 B. Review the improvements required according to the instructional framework rubrics and
48 "look fors" to be considered proficient in performance.
49
50 C. Discuss the specific and reasonable action plan/program of improvement needed for the
51 employee's performance to be considered proficient.
52

The probationary conference may be held at any time. At the request of the employee, Association representation may be present.

The three (3) items above will be provided to the employee in writing prior to the probationary conference and in the same document the employee shall be notified that he/she is entitled to Association representation during the probationary conference.

Section 13.3 Establishment of Probationary Period

If the Superintendent concurs with a supervisor's judgment that the performance of an employee is not satisfactory, the Superintendent shall place the employee in a probationary status. After October 15 but no later than 60 school days before the end of the school year, said employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

- A. Specific areas of performance deficiencies.
- B. Improvements required according to the instructional framework rubrics and "look fors" to be considered proficient in performance and a suggested specific and reasonable program for improvement.
- C. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency.

An employee's performance shall be deemed "not satisfactory" when:

- A. A classroom teacher receives a rating of:
 1. level 1 (Unsatisfactory); or
 2. level 2 (Basic) if the teacher has a continuing contract with more than five years' experience and if the rating is received for either two consecutive years or two out of three consecutive years.
- B. A support personnel/ESA receives a rating of:
 1. Does not Meet Criterion

Section 13.4 Evaluation, Assistance and Recommendation

During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise, observe, and make a written evaluation of the progress, if any, made by the employee.

The evaluator may authorize one additional evaluator to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district. Such additional evaluator shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. In addition, the Association may designate an individual to provide support and coaching throughout this process to assist the employee in making improvement in the areas of identified deficiency.

1
2
3 If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate
4 the probationer's plan for improvement or evaluation activities unless the error materially affects the
5 effectiveness of the plan or the ability to evaluate the probationer's performance.
6

7 The probationer must be removed from probation if he or she has demonstrated improvement to the
8 satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and
9 subsequently detailed in the program for improvement. Employees must be removed from probation if:
10

- 11 1. A classroom teacher has demonstrated improvement that results in a new comprehensive
12 summative evaluation performance rating of:
 - 13 A. level 2 or above for a provisional employee or a continuing contract employee with
14 five or fewer years of experience, or
15
 - 16 B. level 3 or above for a continuing contract employee with more than five years of
17 experience.
18
- 19 2. An ESA/support personnel employee has demonstrated improvement that results in a new
20 evaluation rating of Meets Expectations.
21
22

23 Lack of necessary improvement during the established probationary period, as specifically documented in
24 writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW
25 28A.405.300 or 28A.405.210. During the period of probation, the employee may not be transferred from the
26 supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must
27 occur and be documented by the original evaluator before any consideration of a request for transfer or
28 reassignment is contemplated by either the individual or the school district.
29

30 At the conclusion of the probationary period, the Principal or director shall complete a written evaluation for
31 each probationary employee and recommend to the Superintendent:
32

- 33 A. That the employee has demonstrated sufficient improvement in the stated area(s) of
34 deficiency to justify the removal of the probationary status, or
35
- 36 B. That the employee has demonstrated sufficient improvement in the stated area(s) of
37 deficiency to justify removal of the probationary status if accompanied by a letter identifying
38 areas where further improvement is required, or
39
- 40 C. That the employee has not demonstrated sufficient improvement in the stated area(s) of
41 deficiency and action should be taken to not renew the employment contract of the employee.
42

43 When a continuing contract classroom teacher with five or more years of experience receives a performance
44 rating of Level 1 for two consecutive years, within 10 calendar days of the second evaluation or May 15th
45 (whichever is earlier), the school district must initiate the procedures for notification of discharge. Should the
46 required reports of the employee's probationary progress, if any, contain information not previously made
47 known to the employee, the employee may submit a written statement which shall be appended to such report.
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3 **Section 13.5 Action by Superintendent**

4 Probationary employees shall be notified as soon as possible of the Superintendent's decision regarding the
5 disposition of their probationary status. Following the probationary period and at the Superintendent's
6 discretion, the Superintendent may remove the employee from his or her assignment and place the employee
7 in an alternative assignment at the same rate of pay and benefits or place the employee on paid leave for the
8 balance of the contract term, provided that the employee's reassignment shall not displace another employee.
9

10 **ARTICLE 14. INSTRUCTIONAL SCHEDULES**
11

12 **Section 14.1. Advisory**

13 The staff of any school implementing a bell schedule that includes advisory (including homeroom) shall on
14 an annual basis, discuss the effectiveness, viability, and parameters of using instructional time in this manner.
15 The discussion shall include the designated amount of time, placement of time in the schedule, content
16 addressed, and compensation for workload impact. The schedule shall be determined by an effective building
17 staff decision making model, aligned with the principles of the site-based decision model contained in this
18 agreement.
19

20 **Section 14.2 Response to Intervention**

21 Response to intervention is a multi-tier approach to the early identification and support of students with
22 learning and behavior needs. The RTI process begins with high quality instruction and universal screening of
23 all children in the general education classroom. Therefore, every school in the district will have a plan for RTI
24 that addresses the unique academic and social/emotional needs of students. Details of implementation
25 regarding RTI shall be made by an effective building staff decision making process aligned with the principles
26 of the site-based decision model contained in this agreement.
27

28 Each school in the district will write and execute a plan for RTI that aligns with their comprehensive school
29 improvement plan.
30

31 At a minimum, RTI shall operate under the following parameters:
32

- 33 1. Librarians, and ESAs, including Counselors, Nurses, Audiologists, Occupational Therapists,
34 Physical Therapists, Psychologists, and Speech Language Pathologists shall act as a resource to
35 provide support in their areas of expertise.
36
- 37 2. Employees responsible for implementing RTI shall be provided curriculum resources upon request,
38 tied to skill deficiencies identified through assessments (i.e., state, district, school, and/or
39 department)
40
- 41 3. Staff assignments related to RTI and enrichment shall be discussed with the Comprehensive School
42 Improvement Planning Team.
43

44 Beginning September 1, 2018, the base contract pay for all employees includes added compensation in
45 recognition of RTI planning, preparation and support.
46
47
48
49
50
51
52

Evidence of support, preparation and/or planning related to RTI will be coordinated through the building/program administrator, and may include the following:

- Participating in grade level and/or content area team meetings on a regular basis
- Establishing student growth goals aligned to identified essential standards
- Determining and/or developing common assessments tied to skill deficiencies (i.e., state, district, school, and/or department
- Utilizing the intervention block established within the master schedule to provide differentiated instruction

The District and Association will continue to discuss, and problem solve questions regarding school RTI goals, definitions, and plans.

ARTICLE 15. PROFESSIONAL DEVELOPMENT

Section 15.1 Professional Opportunities and Funds

Employees need opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and training which they possess, opportunities need to be especially rich and varied. These opportunities include such activities as visits to other classrooms and other schools, conferences involving other personnel from the District, county, state, region or nation; membership on committees, training in classes and workshops offered within the District; released time and leaves of absence for travel and study; and further training in institutions of higher learning. The District shall encourage such activities.

Professional Funds: Beginning September 1, 2018, the base contract pay for all employees includes added compensation of \$375 for the following purpose(s):

- A. To pay for tuition costs or expenses related to attending a workshop/conference on a non-work day, or to pay for memberships to professional organizations.
- B. For literature subscriptions and journals.
- C. To purchase instructional materials, supplies, or equipment. Said materials or equipment shall be considered property of the employee.
- D. To pay for licensing fees, certification fees, and testing fees.

Section 15.2 National Board Certification

For as long as the State provides funding in recognition of National Board Certification, the District will provide support for staff members seeking their National Board Certification (for the first attempt only). Such support will take the form of:

- A. Payment of the application fee for up to three (3) years (currently \$75 per year).
- B. Reimbursement for up to \$2,000 for component, Jumpstart, and/or Homestretch fees.
- C. One (1) release day per component to work on National Board portfolios and/or exams (these days shall not be taken in June).

D. Paper supplies and copying necessary to complete the National Board portfolios.

Candidates who fail to submit all four (4) components within the three (3) year timeline must reimburse the District for any fees accessed in items A and B above.

Section 15.3. ESA Stipends

For as long as the State provides funding in recognition of National Board certification per Section 15.2, the District will provide a stipend equal to the base National Board stipend for the following:

- Nurse: National Board for Certification of School Nurses (NBCSN)
- SLP: Certificate of Clinical Competence (CCC)
- OT: National Board for Certification in Occupational Therapy (NBCOT)
- PT: National Physical Therapist Examination (NPTE)
- Psychologist: National Certification in School Psychology (National Association of School Psychologists); or American Board of Professional Psychology Diplomate
- Educational Audiologists: Certificate of Clinical Competence (CCC)
- American Board of School Neuropsychology Practice (ABSNP)
- O& MS: Certified Orientation and Mobility Specialists (COMS)

ARTICLE 16. LEAVES

It is agreed that employees need to be able to access reasonable amounts of leave to maintain and restore their health and to deal with emergencies and other personally compelling events.

It is also agreed that regular attendance is important to provide students with the optimum learning experience, to balance the workload for all staff, and to enhance the operation of each school. The District understands that employees have legitimate privacy concerns regarding some circumstances that call for the use of leave and will work with employees to minimize the disclosure of information.

The Association recognizes that employees must collaborate with their supervisors and the Human Resources Department to ensure that leave is used properly and that District operational needs are efficiently addressed.

Section 16.1 Illness, Injury and Emergency Leave (Sick Leave) for All Employees

A full-time employee shall be allowed 12 days a year for the employee's personal illness, injury, and emergency leave. The 12 days shall be posted to the credit of the employee effective the first day each school year but shall be reduced proportionately for an employee who fails to complete the first quarter of the school year for any reason other than illness, injury, or emergency. Such leave shall be accumulated from year to year as allowed by law. No deduction from salaries shall be made during these days. Employees working less than a full year shall be allowed sick leave as follows: number of days worked, divided by 180, multiplied by 12. An employee may choose to use such leave to care for his/her children, spouse or partner, parents, parents-in-law, grandparents, grandchildren, or children over age 18 with disabilities with a serious health condition as defined by the Family and Medical Leave Act (FMLA). Upon request by an employee to the Director of Human Resources, use of sick leave to care for any other individual will be considered on a case by case basis.

The District may inquire regarding an employee's use of leave under this section after three (3) consecutive days absent from work, when the employee has demonstrated a pattern of leave usage of concern to the District, if an employee uses leave in lieu of a denied personal leave request or to extend a personal leave, or when the District is concerned the leave may have been misused. A medical practitioner's release to return to work (with or without restrictions) or other verification of absence may be required.

The District will require a medical practitioner's verification of an employee's absence and release to return to work (with or without restrictions) after five (5) consecutive days absent from work.

An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the physical well-being or property of the employee or his/her immediate family and is of such nature that pre-planning is not possible or could not relieve the necessity for the employee's absence. Emergency leave shall be subject to approval by the Human Resources Department.

Even though some employee positions do not require substitute coverage when the employee is absent, the provisions regarding leave usage and deductions of sick leave shall be used for all employee absences.

Sick leave shall also apply to disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Additionally, employees may access up to sixty working days of their own available sick leave to care for a newborn, newly placed foster child, or adopted child within the first year of the child's birth or placement.

Eligible employees may utilize the FMLA for their own serious health condition. All the provisions of the FMLA shall be extended to employees with work assignments of seven and one half (7.5) or more hours per day and at least 180 days per year who meet all other FMLA eligibility requirements.

Section 16.1.1 Attendance Incentive Program

Non-VEBA Conversion: Employees may elect an annual conversion of accumulated sick leave in accordance with letter "A" below. Employees may elect a conversion of sick leave upon retirement, separation from service or death for monetary compensation in accordance with letter "B" below. The conversion procedures are as follows:

- A. Annual Conversion: Any employee who at the end of the previous calendar year shall have accumulated in excess of 60 days of unused sick leave, may convert unused sick leave earned the previous year in excess of the said 60 days to monetary compensation at the rate of 25 percent of the employee's current full-time daily rate of compensation for each full day of eligible sick leave up to 12 days. Any such election shall be made by written notice to Human Resources during the month of January. Any such annual conversion of accumulated sick leave shall be in accordance with law.
- B. Conversion Upon Retirement, Separation from Service or Death: Any employee who shall retire, separate from service or die while employed by the District may elect (personally or by a personal representative, as appropriate) to convert accumulated unused sick leave days to monetary compensation at the rate of 25 percent of the employee's full-time daily rate of compensation at the time of retirement, separation from service or death for each full day of eligible sick leave up to a maximum of 180 days. Any such conversion of sick leave upon retirement, separation from service or death shall be in accordance with law, including RCW 28A.400.210 and RCW 28A.400.212.

VEBA Conversion: The Association will annually notify the District of its intent to participate in VEBA III. Any such conversion of sick leave annually or upon retirement, separation from service or death shall be in accordance with the law, including Internal Revenue Code Section 501(c)(9).

Section 16.2 Bereavement Leave

The District and the Association understand the deep impact that death can have on an individual and family. Therefore, the following bereavement leave provisions are available to provide employees time off from work to plan and attend a funeral/memorial service and to deal with immediate family matters surrounding a death.

- A. Employees shall be allowed bereavement leave for the death of any relative residing in the employee's household and/or the following family members: spouse, domestic partner, parent, step-parent, child, step-child, sibling, parent-in-law, child-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece and nephew. Upon request by an employee to the Director of Human Resources, bereavement leave for the death of any other close family member as defined by the employee will be considered on a case by case basis and will not be unreasonably withheld. The number of days of leave, not to exceed five (5) per occasion of death shall be allowed according to the circumstances of each case as determined by the Director of Human Resources. Bereavement leave days need not be used consecutively but shall normally be used within one (1) month following the death, unless the Director of Human Resources has authorized an extended usage period. Bereavement leave days are not cumulative or transferable. No deductions from salaries or sick leave shall be made during these days. Additional emergency leave days from the employee's sick leave may be utilized upon approval from Human Resources.
- B. An employee who has a death of a student with whom the employee directly works shall be authorized one (1) day of bereavement leave to attend the memorial and/or a funeral service. An employee who has a death of a colleague or a former student may be authorized a half day or one (1) full day of bereavement leave by the District to attend the memorial and/or a funeral service. No deduction from the employee's salary or sick leave shall be made for this day.
- C. For the death of any individual of personal significance to the employee not covered above, the employee may use up to three (3) days of personal leave or emergency leave to attend a funeral/memorial service.

Section 16.3 Personal Leave

Employees shall be allowed four (4) days of personal leave for important compelling personal matters, including family illness not otherwise covered by sick leave. This leave shall not be used for conducting income producing business and shall not be used for a strike against the Puyallup School District. Personal leave shall not be used on the following "blocked" days: State funded professional development days, Supplemental Days, snow make-up days, the WSPA career fair day, or during the first or last five (5) days of school. Additionally, if a Principal confirms an employee's presence is required for End of Course Exam days, State or Federal testing days, the employee may not use Personal Leave on such days. Personal Leave approved prior to notification of the testing schedule shall be honored. An employee may request special consideration for personal leave to be granted during the blocked days for personally compelling reasons.

The District shall grant personal leave in the order the requests are received provided the requests are made in compliance with the above conditions. On Fridays, and the day before or after a holiday or vacation period, only 20 personal leave requests shall be honored. On all other work days, a maximum of 45 personal leave requests shall be honored. Requests for personal leave from employees not requiring a substitute shall not count against the above limits. Employees may request personal leave days as early as one (1) year in advance and will receive approval or denial as soon as possible. If an employee does not have the requested number of personal leave days to use at the time the leave is to be taken, the absence days will be denied and leave without pay will not be available.

1 Personal leave days may be carried into the following school year, to a maximum accumulated of ten (10)
2 days. A maximum of five (5) days, excluding family illness or bereavement days, may be used in any one (1)
3 school year, unless additional use is approved by the Director of Human Resources.

4
5 Employees may receive monetary compensation at per diem for all unused personal leave days. A request for
6 monetary compensation must be made by June 1 on a form provided by the District.

7
8 Two (2) days of unused personal leave may be shared with other employees at the option of the individual
9 employee. Employees may not donate or receive more than two (2) days of personal leave per school year.
10 Employees who choose to share personal leave must complete the identified payroll process.

11 12 **Section 16.4 Family and Medical Leave (FMLA)**

13 In accordance with the FMLA, full time employees (employees who work at least seven and one half (7.5)
14 hours per day and at least 180 days per year), who have also worked for the District at least one (1) year in
15 the preceding year shall be entitled to 12 work weeks of unpaid FMLA leave during any 12-month period for
16 the following:

- 17
18 A. To care for a newborn or adopted child of the employee who is under the age of 18 at the time
19 of placement for adoption, or a newly placed foster child;
20
21 B. To care for a spouse, domestic partner, parent or child of the employee who has a serious health
22 condition; or
23
24 C. For a personal health condition if it renders the employee unable to perform his or her job.

25
26 FMLA shall run concurrently with all applicable paid leave time available to the employee.

27
28 Leave taken to care for a newborn, newly placed foster child, or adopted child shall be completed within one
29 (1) year after the date of birth or placement. FMLA leave authorized under this policy must be taken full time
30 and consecutively unless an alternative schedule is approved by the Human Resources Department or where
31 intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent
32 leave without the approval of the Director of Human Resources. An instructional employee may be transferred
33 to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position
34 is available. Employees may access their own available sick leave during their approved FMLA to care for a
35 newborn, newly placed foster child, or adopted child.

36
37 The District will continue to pay its portion of the employee's medical and dental benefit during approved
38 FMLA leave.

39
40 If both parents of a newborn, newly placed foster child, or newly adopted child are employed by the school
41 district, they shall be entitled to a total of 12 work weeks of Family Leave during any 12-month period, and
42 leave shall be granted to only one (1) parent at a time. Spouses will not be required to combine their FMLA
43 entitlements if taking FMLA leave related to their own serious health condition.

44
45 The Human Resources Department shall require written verification from the employee's health care provider.

46
47 The District may obtain the opinion of a second health care provider, at District expense, concerning any
48 information pertinent to the employee's leave request. If the opinions of the health care providers differ on
49 any matter determinative of the employee's eligibility for FMLA leave, the two (2) health care providers shall
50 select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

Return to Work. Any employee returning from an authorized FMLA leave within 12 work weeks, shall be entitled to the same position held by the employee when the leave commenced, or to a position with equivalent benefits and pay.

Reinstatement of an employee returning from FMLA leave need not occur if: 1) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, 2) an employee on leave takes a position with another employer outside the home, or 3) the employee fails to provide the required notice of intent to take leave or fails to return on the established ending date of leave. If an employee fails to return from leave for a reason other than the employee's death, the District may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

- A. The employee began leave five (5) or more weeks before the end of the semester, the leave is for more than three (3) weeks, and the employee would otherwise return to work within three (3) weeks of the end of the semester.
- B. The employee began family leave (except for a personal health condition) less than five (5) weeks before the end of the semester, the leave is for more than two (2) weeks, and the employee would otherwise return to work within two (2) weeks of the end of the semester.
- C. The employee began family leave (except for a personal health condition) three (3) or fewer weeks before the end of the semester and the period of leave is more than five (5) working days.

Section 16.5. Paid Family and Medical Leave (PFML)

Paid Family and Medical Leave is a statewide insurance program that is mandated by the State and funded by premiums paid by both employees and employers. Employee contributions as required are deducted monthly from the employee's pay. This program allows eligible employees to take up to 12 weeks, as needed, when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative, and for certain military connected events. If employees experience multiple events in a given year, they may be eligible to receive up to 16 weeks, or up to 18 weeks if the employee experiences a serious health condition with a pregnancy.

PFML will run concurrently with the employee's other leave entitlements. The employee shall not be compelled to exhaust their available sick leave prior to accessing PFML. The employee may choose to supplement with their available paid leave entitlements while on PFML, to make their compensation whole. Accessing PFML during the contract year may impact employee service credit and District pay. The State may allow PFML to be accessed while on non-contract time (winter break, spring break, summer etc.).

An employee becomes eligible once they have worked 820 hours for a Washington-based employer during the previous year. The benefit cannot be taken without a qualifying event. Leave events can be either Family or Medical as stated below.

Family Leave:

- Care and bond after baby's birth or placement of a child younger than 18
- Care for a family member experiencing an illness or medical event
- Certain military-connected events

Medical Leave:

- Care for yourself in relation to an illness or medical event

Application for PFML benefits is administered directly through the State.

Section 16.5 Long-Term General Leave

After a minimum of three (3) years of employment, employees may be granted a long-term leave of absence greater than three (3) months without pay for a period not to exceed one (1) calendar year. Employees requesting a long-term general leave of absence for the following school year must normally do so on or before March 1. Employees requesting a long-term general leave of absence for the following semester must do so by March 1 (for first semester of the following school year) or December 1 (for second semester). The District cannot always grant a long-term leave of absence as there is no certainty of a vacancy to make room for the employee when returning. The Director of Human Resources, however, will consider such cases individually. Leave may be granted beyond one (1) calendar year under special circumstances if approved by the District. The returning employee will not necessarily be assigned to the identical position occupied before the leave but will be reinstated to a position equivalent in duties and annual salary to that held at the time the leave of absence began. Such reinstatement is contingent upon the availability of such a position. A salary/step/longevity increment shall not be given for the year during which the leave of absence is taken unless the individual is engaged in a District approved teaching assignment or has been drafted into the United States Armed Services.

Long term general leaves of absence due to an employee's temporary disability will be deducted from the employee's accumulated sick leave. Long term general leave may run concurrently with any FMLA leave taken, depending on the nature of the long-term leave. An employee on a long-term general leave of absence may continue in the District approved insurance plans; provided, the employee reimburses the District prior to the first of each month for the total premium costs. The employee will retain accrued leave balances and seniority rights while on an approved long-term leave of absence. However, leave balances and seniority shall not accrue while the employee is on an unpaid leave of absence. Long term general leaves are not granted for the purpose of gaining or maintaining other employment. Unless approved by the Director of Human Resources, if an employee on leave engages in other employment during his/her regular work hours, he/she will be terminated.

Section 16.6 Short-Term General Leaves of an Extraordinary Nature

Application for unpaid, short-term (less than three (3) months) general leaves shall be made to the Director of Human Resources. Such leaves may be approved at the discretion of the Director of Human Resources, and may include, but not be limited to, personal business of an urgent nature involving possible loss of money or property, or severe hardship to self or the immediate family, or for extraordinary personal reasons after the employee's personal leave has been exhausted. Short-term general leaves of absence are intended for extraordinary or unexpected situations and shall not normally exceed three (3) months. If applicable, short-term general leaves of absence will be deducted from the employee's accumulated sick leave. Short-term general leaves may run concurrently with any FMLA leave taken, depending on the nature of the leave.

Section 16.7 Pregnancy Disability/Adoption/Parental Leave

16.7.1 Pregnancy Disability Leave

A pregnancy disability leave of absence shall be granted to a female employee upon her request for the period of temporary disability and as verified in writing by her personal physician or licensed health care provider. Pregnancy disability leave shall be a leave with compensation during the temporary disability within the limitations of the sick leave provision.

An employee who becomes pregnant shall notify her immediate supervisor and Human Resources by the beginning of the seventh (7th) month of pregnancy, in order to prepare arrangements for her leave. At that time, she shall indicate in writing to her immediate supervisor and the Director of Human Resources whether she plans to:

1. Take pregnancy disability leave only for time of temporary disability;

2. Take FMLA leave for a period of up to 12 weeks including the period of pregnancy disability, if eligible. The District will extend the employee's health benefits during any period of unpaid FMLA leave;
3. Request a combination of #1 and #2;
4. Request a general leave to care for the child. If an employee is eligible for FMLA leave and has leave remaining, the general leave would include any leave available under the FMLA;
5. Resign from her employment.

The pregnancy disability leave shall begin at a time determined suitable by the employee and as verified in writing by her personal physician or licensed health care provider, after consultation with her immediate supervisor and the Human Resources Department. The official date of leave shall not begin until the school day following the day she leaves the job. Pregnancy Disability Leave, including time taken as FMLA leave and/or general leave to care for a newborn child shall not exceed one (1) year.

Assignment upon return from the pregnancy disability leave shall be guaranteed and shall be into the employee's former position. She shall retain all rights, seniority and benefits commonly afforded employees on leave, including those under the Continuing Contract Law.

Before returning in her contracted duties, the employee's personal physician or licensed health care provider shall certify that the employee is in good health and ready to resume her contracted duties. After receiving certification to return to work from her personal physician or licensed health care provider, the employee shall return to her contracted duties at a time which she and the Director of Human Resources deem appropriate.

16.7.2 Adoption/Parental Leave

An employee shall be allowed a maximum of three (3) days leave with pay for purposes of gaining custody of an adopted child and/or transacting the legal requirements necessary in the adoption process. A maximum of two (2) additional days at the cost to the District of a substitute being deducted from the employee's salary shall be allowed. Adoption leave without pay shall be granted pursuant to the provisions of the General Leave section for the adoption of a child. It shall run concurrently with any FMLA leave for which the employee is eligible. The employee shall notify his/her immediate supervisor and the Human Resources Department as soon as possible of his/her intention to take adoption leave and his/her planned time for adoption. Leave shall then begin on the first school day after custody of the child is obtained provided, however, that this beginning date may be extended by the District, if needed, to obtain a satisfactory replacement. All conditions pertaining to his/her return to his/her contracted duties are the same as the above provisos for pregnancy disability leave except that the certification of his/her personal physician or licensed health care provider shall not be required at any time and that the position returned to may be a comparable.

Extension of pregnancy disability or adoption leave to the beginning of the employee's next normal contract year shall be mutually reviewed by the District and the employee if the leave period expires after the beginning of the fourth quarter of a school year.

In addition to any other leaves, within the first year of a child's birth to, or placement with, an employee, such employee shall be allowed three (3) days of parental leave with pay. As well, two (2) additional days may be taken upon agreement by the employee to reimburse the District for the cost of a substitute.

Eligible employees may utilize the FMLA leave to care for their newborn, newly placed foster child, or newly adopted child. All the provisions of the FMLA shall be extended to employees with work assignments of seven and one half (7.5) or more hours per day and at least 180 days per year who meet all other FMLA eligibility requirements.

Section 16.8 Leave Sharing

16.8.1 Receiving Shared Leave

An employee is eligible to receive donated leave if the use of shared leave is justified and the employee has abided by District rules regarding sick leave use, and the employee has depleted, or will shortly deplete, their annual leave and sick reserves in addition to any of the following:

- A. 1. The employee requests shared leave to care for a newborn, newly placed foster child, or adopted child; or
2. The employee requesting shared leave suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the employee to:
 - a. Go on leave-without-pay status; or
 - b. Resign from his/her employment.
- B. The employee has been called to service in the uniformed services;
- C. A state of emergency has been declared anywhere within the United States by the Federal or State government, and the employee's volunteer service has been accepted by either a governmental agency or to a nonprofit organization involved in humanitarian relief in the devastated area;
- D. The employee is a victim of domestic violence, sexual assault, or stalking;
- E. If the employee is later found to be eligible for industrial insurance benefits, the employee agrees to and shall reimburse the District for the time loss compensation that is paid to him/her to the extent that the employee is paid time loss compensation (temporary total disability compensation or loss of earning power compensation) and shared sick leave for the same day(s). An employee will be allowed to use shared sick leave or donated leave to supplement the difference between time loss compensation and either net or full wages.

The Director of Human Resources shall determine the amount of leave, if any, which an employee may receive under this policy. Normally an employee shall not receive more leave than the number of contracted days remaining in the current school year. However, in the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 522 days of shared leave except as noted in RCW 41.04.665.

Section 16.8.2 Donating Shared Leave

District employees may donate or sick leave as follows:

- 1 A. A staff member may not request a transfer that would result in an accrued sick leave
2 balance of fewer than 176 hours of sick leave. "Sick Leave" means leave for illness,
3 injury or emergencies of extraordinary or severe nature pursuant to RCW 28A.400.300.
4
5 B. Employees may request interagency leave sharing in accordance with the law and on a
6 cost-neutral basis to the District. Requests shall be made to the Superintendent for
7 consideration on a case by case basis.
8

9 The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or
10 financially induced into donating leave.
11

12 The number of leave days transferred shall not exceed the amount authorized by the donating staff
13 member.
14

15 Leave transferred is based upon the current salary rate of the person receiving the leave. The receiving
16 staff member will continue to be paid his/her regular rate while on shared leave. For example, if a
17 staff member earning \$20.00 an hour donates one (1) day of leave to someone earning \$10.00 an hour,
18 the recipient would get two (2) days of sick leave. However, if the \$10.00 an hour employee donates
19 one (1) day to the \$20.00 an hour employee, the higher paid employee would receive one-half day
20 (1/2) of leave.
21

22 Any leave transferred under this policy which remains unused shall be returned at its original value to
23 the staff member who donated the leave.
24

25 **Section 16.9 Jury Duty, Subpoena**

26 Leave with pay shall be allowed for jury duty. Leave with pay shall be granted to a subpoenaed employee
27 while appearing as a witness in court or in an administrative hearing in which the employee is not a party in
28 interest, or if such appearance is related to the employee's District responsibility.
29

30 **Section 16.10 Public and Military Service Leave**

- 31
32 A. Civic Service. Employees shall be encouraged to take an active part in civic organizations.
33 Such activity, however, should be outside of the regular school hours. Employees who are
34 called upon occasionally to take regular school time for club or community service may do so
35 with prior approval of their immediate administrator.
36
37 B. Political Leave. Subject to the conclusion of mutually satisfactory arrangements between the
38 District and employee, the District shall grant an unpaid leave of absence to such an employee
39 for the purpose of serving in an elective or appointive public office or of campaigning for such
40 an office. Upon conclusion of such public service leave, the employee shall be restored to
41 his/her former position, or if this position is not available, to a substantially equivalent position.
42
43 C. Military Leave. Employees shall be authorized to participate in military service, and the
44 District will allow leave for the same as provided in WAC 251-22-170.
45

46 **Section 16.11 Fringe Benefits While on Leave**

47 Employees on non-compensated leave may, at said employee's option, be continued in any fringe benefit
48 programs of the District, provided said employee reimburses the cost of the programs to the District in advance
49 by the first of each month. Employees on compensated leave shall receive all fringe benefits for which they
50 are eligible.
51

52 While on an approved leave, an employee will retain accrued sick leave, personal leave and seniority rights.

However, sick leave, personal leave and seniority shall not accrue while the employee is on a leave of absence.

Section 16.12 Religious Observance

In accordance with Federal and State law, the District shall reasonably accommodate employees whose religious affiliation mandates religious obligations that prevent them from working by granting unpaid leave. Employees may also use accrued personal leave or emergency leave for such obligations.

Section 16.13. Domestic Violence Leave

Per RCW 49.76, Domestic Violence Leave Law and District Policy, employees may take Domestic Violence Leave. Those interested in obtaining confidential support regarding this leave, should contact the Human Resources office directly.

ARTICLE 17. CALENDAR

Section 17.1 Calendar

The parties will schedule spring break so that the State required assessments do not occur the week following spring break, if possible. In the event of a change in vacation breaks of an approved calendar, and in recognition that this change may result in some employees being unable to obtain refunds for previously planned travel, the District agrees to provide 1-5 days of substitute coverage for up to 20 employees for the previously scheduled break, on a first come, first served basis (this provision does not apply to designated snow make-up days). The District shall provide notice of this opportunity to all staff via email and bulletin boards. Employees who are absent under this agreement during the previously scheduled break must agree to work the number of days they were absent during the new break. The District will arrange activities designed to promote the Strategic Directions for these employees to work on during this time.

The normal student calendar shall be developed using the following formulas for key dates. If calendar anomalies occur in any given year, the parties will discuss alternatives. Each year, no later than, December 1 the student calendar shall be finalized for the following year.

1. First Day of School. The first Thursday in September, or the Wednesday after Labor Day, whichever is earlier.
2. State In-Service Day. As recognized by the State (typically the second Friday in October).
3. Winter Break. At least ten (10) week-days, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
4. Mid-winter Break. President's Day and the preceding Friday.
5. Spring Break. Five (5) days, scheduled upon mutual agreement of the District and Association.
6. Snow Make-up Days. One (1) snow day shall be scheduled for the Friday before Memorial Day in May. If additional snow make-up days are needed, they will be added to the calendar as necessary, after the last day of school.
7. Non-work days. Labor Day (when school begins before this day in September), Veterans Day (November), the day before Thanksgiving (November), Thanksgiving Day (November), the day after Thanksgiving Day (November), Martin Luther King Jr. Day (January), Presidents' Day (February), Memorial Day (May), and Juneteenth (June).
8. Supplemental Days. To be scheduled through the regular calendar setting process in labor management between the District and Association.

1 9. School Improvement and Conference Release Days. Students will be released 150 minutes
2 early on the following days, used for School Improvement and conferencing work:

- 3
- 4 A. October – for elementary, three (3), and for secondary, two (2) consecutive
5 days for conferences
- 6
- 7 B. November – one (1) day for School Improvement
- 8
- 9 C. January – one (1) day for School Improvement
- 10
- 11 D. March – for elementary, two (2), and for secondary, three (3) consecutive
12 days for conferences, and one (1) day for School Improvement
- 13

14 Effective School Improvement time is designed to be coherent, relevant, meaningful,
15 collaborative, engaging and focused on the best interest of student achievement.

16

17 10. Evening conferences may be scheduled at each site to accommodate parents. Each building
18 may designate at least one (1) evening conference date per semester. A Principal or designee
19 will be present at the building evening conferences. Needs related to night conferences (i.e.
20 heat, lighting) should be communicated to the Principal or designee.

21

22 When an evening conference is held, Principals shall compensate employees by allowing them
23 to leave an equal amount of time early on another early release conference day.

24

25 11. Grading Release Days. Students will be released 150 minutes early on the following days for
26 grading scheduled within the open grading window:

27

- 28 A. Elementary: Two early release days near the end of first semester
- 29
- 30 B. Secondary: One (1) early release day the last day of first semester
- 31

32 **ARTICLE 18. LENGTH OF WORK YEAR AND PROFESSIONAL RESPONSIBILITY**

33

34 **Section 18.1 Regular Work Year**

35 The length of the regular employee work year shall be 180 days plus any State or District provided additional
36 days. Employee per diem shall be calculated at 1/180.

37

38 **Section 18.2 Professional Responsibility**

39 A. The District and Association agree and affirm the following beliefs: 1) the success of the
40 Puyallup School District is dependent upon hiring and retaining the highest quality teachers;
41 2) providing a quality education for students requires from teachers a commitment to the
42 profession beyond the base contract, normal workday hours and school year; 3) The District
43 has added additional compensation for additional time, additional responsibilities or incentives
44 (formerly known as TRI) to the base salary 4) the additional commitment required of
45 Puyallup's teachers cannot be accurately measured in hours or days; and 5) the time necessary
46 to fulfill any one teacher's responsibilities will vary from that of another teacher as determined
47 by the individual's own professional judgment.

48

49 B. The additional compensation included in base salary recognizes that employees will provide a
50 professionally responsible level of service in the following areas:

51

- 52 1. Preparation for school opening

2. Work connected with the conclusion of the school year
3. Conferencing/communicating with students or parents
4. Supporting school/student activities
5. Providing individual help to students
6. Evaluating student work, including preparation of progress reports and report cards
7. Workshops, classes and in-service work
8. Researching educational materials and supplies
9. Improving and maintaining professional skills
10. Preparation and revisions of materials
11. Planning with other employees in areas of instruction and curriculum
12. Working with computers and other technology as related to educational uses
13. Attending District and/or school-connected meetings such as PTSA, etc.
14. Attending IEP meetings to participate as required by law and to fulfill professional responsibilities

Section 18.3 Supplemental Days

All employees will be required to work six (6) supplemental days for training, professional development, conferencing preparation, student learning activities, and/or work related to the building's Comprehensive School Improvement Plan. One (1) of these days will be exchanged for three and one-half (3.5) hours of conferencing planning/preparation (or district-directed professional learning for employees who aren't planning for conferences) and three and one-half (3.5) hours to complete required SafeSchools training no later than September 30.

If an employee is sick, he/she may use sick leave and must call in their absence to the Principal/program administrator and the substitute office automated attendance system. In addition, the employee shall contact the Principal/program administrator for missed content and/or assignments. Part time and job share employees will be required to work and will be paid for 7.5 hours on such days regardless of their FTE. Required days will be paid through the term of each employee's contract in equal monthly payments, according to each employees per diem, except in circumstances where an employee's pay has been stopped.

- A. For itinerant staff and specialists not assigned to classrooms, curriculum night activities can be satisfied by an appropriate alternative parent contact activity approved by their immediate supervisor(s).
- B. In the event an employee believes activities scheduled during a supplemental day are not relevant to their work assignment, the employee may work with their immediate supervisor to determine if a mutually agreeable alternative activity is appropriate.
- C. Employees not assigned to a specific building are responsible for participating in program-directed activities unless approved by a building Principal to attend a specific building activity.
- D. In addition to the days above, employees new to the District shall attend one (1) orientation day prior to the first day of school, and up to 15 hours of mandatory professional development paid at the employees per diem rate of pay.

Section 18.4. Professional Learning Hours

Beginning August 1, 2018, annually each employee shall be required to participate in 15 hours of professional learning (outside of time already compensated), to focus on the District's instructional framework, cultural competency and social justice, response to intervention (RTI), Teacher/Principal Evaluation Project (TPEP), curriculum, etc. Options include but are not limited to:

- Attending weekly district-offered professional development made available throughout the year
- Attending site-based RTI meetings
- Attending the annual PLC conference (in August, for the upcoming school year)
- Attending the AVID summer institute (in August, for the upcoming school year)
- Professional development mutually agreed upon by the employee and a specific program Director or Principal
- Curriculum training

If an employee's professional learning request is denied, the Principal or program Director shall communicate their rationale and will assist the employee with identifying appropriate professional learning opportunities.

For training required by the District, employees will have the choice to utilize the 15 hours of professional learning identified in this section or be compensated by the District in another manner.

Verification of attendance will be made through the professional learning website, and any reductions necessary made in July.

Section 18.5 State Funded Professional Development Days

Section 18.5.1 Purpose

For as long as the State shall fund them, in addition to the base contract year of 180 days, there shall be State Funded Professional Development Days, whose purpose it is to provide time for instructional and ESA staff to work with administrators. All employees will be required to work these days and will be paid for seven and one half (7.5) hours on such days regardless of their FTE. If an employee is sick, he/she may use sick leave and must call in their absence to the Principal/program administrator and the substitute office automated attendance system. In addition, the employee shall contact the Principal/program administrator for missed content and/or assignments.

Section 18.5.2 Definitions

A State Funded Professional Development Day is a scheduled workday (or two half days) other than one of the 180 base contract days.

ARTICLE 19. LENGTH OF WORK DAY

Section 19.1 Contracted Day

The normal contracted day shall be defined as the period from the required arrival time to the permitted departure time and shall consist of seven and one half (7.5) hours. Included in the normal contracted day are:

1. The required half hour on duty before and after the student school day for student/patron time, to complete professional responsibilities with a priority on communicating with students and families,
2. The Revised Code of Washington required half hour duty free lunch period, and
3. The planning periods or release time wherever in force.

Section 19.2 Payment for Work Beyond Contracted Day

- A. Assigned supervision of student activities outside the 7.5-hour day not compensated on the additional Assignment Schedule, or from activity stipends, will be compensated at the activity rate which shall be equal to half the professional hourly rate (item C below) or on a per event basis agreeable to the employee. Any such supervision shall be at the discretion of the employee and purely optional.
- B. Elementary staff who are responsible or requested to return to school for a school program will receive the full professional hourly rate.

- C. Except for the monthly staff meeting, staff will receive the professional hourly rate for building level and district level meetings they are asked to attend outside the 7.5-hour work day.
- D. The professional hourly rate to be paid per each half hour completed or each half class period "covered" will be 0.076% of the base salary (BA - 0 Step) of the salary schedule.
- E. Employees who provide training to other District employees shall be allowed one-half (1/2) hour of preparation time for each hour of the training length at the Presentation Rate which shall be equal to 1.25 times the Professional Rate. Employees presenting the same presentation for the third time will be allowed a maximum of one (1) hour preparation time. If the training occurs outside of the work day, the employee providing the training will be paid at the Presentation Rate. If the presentation is during the work day the employee will be paid for the preparation time only.
- F. Bargaining unit members who are paid on an hourly basis for extra contract work shall be paid the Activity, Professional or Presentation Rate. This shall not be deemed the exclusive method of payment for extra contract work. If not previously identified in the collective bargaining agreement, the employee shall be informed of the rate of pay prior to performing the work.

Section 19.3 Non-Instructional Detention

Supervision of non-instructional detention will be offered at the site, by seniority to employees. If no bargaining unit members desire the work, it may be offered as the District chooses. Payment will be at the Activity Rate.

ARTICLE 20. RELEASE TIME AND PLANNING PERIODS

Section 20.1 Collaboration and School Improvement Time

Every Monday in which school is in session, all students will begin school 60 minutes later than the Tuesday/Wednesday/Thursday/Friday start time. One (1) Monday each month (except December and May) shall be designated as School Improvement time.

On all other Mondays, this time shall be used by employees for individual time or team/department collaboration and administration shall not schedule meetings during this time.

The intent for the use of School Improvement time is for administration and staff to work together to improve student learning and achievement. Professional development and communications are necessary for the improvement of student learning. This can only occur in an environment where people collaborate, compromise, examine things from the other person's point of view, treat each other with courtesy and respect, and focus on what is in the best interest of the students.

The Principal is the educational leader in a school and is therefore responsible to work continuously with staff to bring about the improvement of instruction and student learning. Principals are obligated to bring legislative mandates, legal requirements, School Board and administrative initiatives, and school issues to the staff.

It is important for ESAs to participate in School Improvement work in the building in which their role directly impacts student achievement and to be involved in collaborative work, professional development, and job-alike meetings with their peers.

Part time employees will participate in School Improvement work if they are assigned to work on Monday mornings. On a case-by-case basis, part time employees may request or be requested by the building administrator to participate on a Monday morning and be paid at the employees per diem rate of pay. It is important that School Improvement activities be appropriate and related to an employee's assignment. In the event an employee believes a scheduled School Improvement time activity is not relevant to his/her work assignment, the employee shall discuss the matter with his/her supervisor. The employee and supervisor shall mutually agree on an alternate activity for the employee aimed at improving student learning.

Section 20.2 Elementary Supervision Duty

In order to ensure adequate planning time for elementary teachers, teachers shall not be required to do bus duty, before or after school student supervision duty, or recess duty. However, to ensure the safety of students, teachers will walk students to the bus pick up area and may be expected to do bus duty in extenuating circumstances.

Section 20.3 Secondary Planning Time

All employees teaching in grades 7-12 shall be provided the equivalent of one (1) teaching period per day for planning. Principals will work with employees to mitigate the impact of school schedule anomalies that reduce employee planning time and will assign preferred planning times fairly among staff members. A secondary teacher who regularly teaches an assigned class during his/her preparation period shall receive additional pay prorated according to the total number of teaching and planning periods in the day. Students shall not be assigned to an employee during their planning period unless the employee agrees. When buying out the planning period of any staff member, qualified teachers in seniority order who have the same planning period, or where student and master schedules can be adjusted with minimal impact, will be given the first option for the buyout. Buyouts will be calculated using a multiplication factor of 0.2 FTE.

Section 20.3.1 Counselors and Librarians

It is recognized that counselors and librarians need time to do work without students. Employees shall work with their Principal to schedule such time.

Section 20.3.2 Library Support

All secondary librarians shall receive three (3) additional days and up to forty-eight (48) hours of classified support time, to be used for opening/closing and library support throughout the year, including:

- Ordering
- Collection/book inventory
- Instructional materials distribution/collection and inventory
- Technology distribution/collection and inventory
- Technology professional learning, and
- Instructional technology support

Librarians assigned as a double lead shall receive six (6) additional days to complete this work. These days will be authorized through issuance of a supplemental contract and will be paid at each librarian's per diem rate. Secondary libraries will be open through the next to last day for in-library use of selected materials for all grade levels.

Section 20.4 Elementary Planning Time

The following provisions apply to elementary teachers' planning time.

- A. Eligibility. All elementary classroom teachers (preschool, K-6), music specialists, physical education specialists, and remediation specialists are eligible for planning time.

1 It is recognized that counselors and librarians need time to do work without students.
2 Employees shall work with their Principal to schedule such time.
3

4 Principals will work with employees to mitigate the impact of school schedule anomalies that
5 reduce employee planning time.
6

7 B. Average Minutes Per Day. Elementary classroom teachers (ECSE, Title/LAP and K-6) will
8 receive one (1) or more daily planning periods of at least 30 minutes for a total of 240 minutes
9 of planning per week, prorated by FTE. Planning time during the student day will be provided
10 by specialists, recess, or other method agreed upon by the staff and administration.
11

12
13 C. Staff Breaks. To address the need for short breaks for all staff who do not have a break, the
14 faculty of each elementary school shall meet prior to the end of the second week of school to
15 discuss how breaks will be provided to staff. Consistent with the Staff Utilization section, non-
16 staff may be utilized whenever possible to release staff. It shall be the expectation to implement
17 solutions that will not reduce instructional time. Another possible solution may include having
18 staff members work collaboratively to arrange for coverage through joint supervision of
19 students.
20

21 D. Specialists. Classroom starting time for music, physical education, and librarians will be the
22 first day of school and will continue through the last full day of school.
23

24 Any time a specialist believes their workload is excessive, the specialist may request a
25 workload impact meeting with the program administrator, and a PEA representative if
26 requested, to resolve the situation.
27

28 E. Librarians Starting Time and Closing Time. Librarians will begin having classes the first day
29 of school.
30

31 1. All elementary library materials will be due eight (8) school days prior to the
32 end of the school year. All elementary libraries will be open for kindergarten
33 through grade six (6) through the day before school ends, or as planning is
34 scheduled. The elementary library will be open through the next to last day for
35 in-library use of selected materials for all grade levels.
36

37 2. All elementary librarians shall receive four (4) days and up to twenty-four (24)
38 hours of classified support time to be used for opening/closing and library
39 support throughout the year, including:

- 40 • Ordering
- 41 • Collection/book inventory
- 42 • Instructional materials distribution/collection and inventory
- 43 • Technology distribution/collection and inventory
- 44 • Technology professional learning, and
- 45 • Instructional technology support
46

47 Librarians assigned as a double lead shall receive six (6) additional days to
48 complete this work. These days will be authorized through issuance of a
49 supplemental contract and will be paid at each librarian's per diem rate.
50

3. After scheduling planning for building staff and other educational program needs, consideration will be given to provide librarians with time prior to the first class to accommodate open library and the check in/report printing process.

Section 20.5 Class Coverage and Loss of Planning Time

Employees will be compensated at the professional rate for lost planning time or "class coverage" when substitutes or specialists are not available or for any other reason resulting in lost planning time. Employees shall be paid for actual planning time lost.

In the event an employee takes on responsibility for supervising a class in addition to their regular assignment, the employee shall be paid at the professional rate for the time spent with the additional students. If a class of students is divided among a number of employees, each employee shall receive a proration of the professional rate based on the division of the class.

Administration will meet with building staff to mutually determine a substitute coverage plan for situations when substitutes are not available.

Section 20.6 Primary Assessments

The District will provide 12 total hours of paraeducator support during the first two (2) weeks of the school year for kindergarten student assessment and classroom support. Additionally, one (1) day of substitute assistance will be provided during each semester of the school year to provide kindergarten teachers with time for assessing students. It is understood that this release time will be subject to the scheduling availability of substitutes and will be coordinated by the Executive Director and scheduled through the substitute office.

The District will provide two (2) substitute release days at the employee's discretion for conferences. These days shall not be used for vacation purposes or to extend any school break period. In addition, each kindergarten, first, and second grade teacher shall be granted one (1) day of release time to conduct one-on-one State and District required student assessments near the start of the school year, if they submit a requested schedule for these days to their Principal by September 15. Upon mutual agreement of the Principal and employees, assessments may occur prior to the start of the school year with employees paid at the professional rate instead of utilizing the release time. These days shall not be used for vacation purposes, to extend any school break period, or to extend any use of personal leave days.

Section 20.7 Special Circumstances

Special circumstances may require additional released time for individuals within each building, i.e., lunchroom supervision, federal projects, vocational instruction, attendance at national conferences, student performances or awards, etc. Release time for such circumstances shall be considered by the building/department administrator.

Section 20.8 ESA Planning Time

ESAs shall have a minimum of five (5) hours per week of planning in no less than 30-minute increments. Each ESA shall have flexibility in scheduling his/her planning time. Any ESA not receiving a minimum of five (5) hours per week of planning will meet with the Special Services Director, or the appropriate coordinator, and a PEA representative to reach a mutually agreeable solution, one of which may be submitting time sheets for the lost time.

Section 20.9 Release Time and Stipends for Athletic Coordinators

Prior to the District filling vacant athletic coordinator positions, current employees may express interest in filling the open positions.

1 **Section 20.9.1 Senior High Athletic Coordinators**

2 The senior high athletic coordinator shall have release time equivalent to 1.0 FTE per day.
3 Additionally, four (4) days at their per diem rate shall be provided to be used prior to the start of the
4 school year. Coordinators shall provide support and coordination in carrying out the directives of the
5 supervisor for the athletic program, coordinate setup and tear down of facilities for events, coordinate
6 transportation with the District Athletic Director for all events and oversee all athletic related Booster
7 Clubs and ASB Athletic Activities to ensure they meet District policies and expectations.
8

9 **Section 20.9.2 Junior High Athletic Coordinator**

10 Junior high athletic coordinators shall receive a stipend of \$5,500 for work performed outside their
11 contract day. In addition, they shall receive 12 release days to be used during the school year. These
12 days shall not be used for vacation purposes or to extend any school break period. They will receive a
13 total of three (3) days of per diem rate to be used prior to the start of the school year.

14 Junior High Athletic Coordinators shall evaluate Junior High Head Coaches within 30 days of the end
15 of the season in which they coach, in accordance with the PECAA negotiated procedures and
16 evaluation form. The Junior High Athletic Coordinators will be paid a stipend of \$450 for completing
17 evaluations from August-July annually, to be paid on the employee's July pay warrant.
18

19 **Section 20.9.3 National Athletic Certification**

20 Athletic Coordinators who hold the NIAAA Certified Athletic Administrator certification (CAA) shall
21 be compensated \$1,000 annually and Athletic Coordinators who hold the Certified Master Athletic
22 Administrator certification (CMAA) shall be compensated \$1,500 annually. Stipends will be paid
23 annually in November for employees who have submitted their certification to Human Resources by
24 November 1.
25

26 **Section 20.10 Exercise Programs for Staff**

27 Both the District and the Association recognize that employees who are in good physical condition will be
28 better prepared to meet the physically and mentally demanding tasks of teaching students. Therefore, the
29 District agrees to allow exercise programs which are conducted within the confines of their assigned school
30 site and which do not interfere with assigned responsibilities.
31

32 **Section 20.11 English Teachers**

33 English teachers in grades 9-12 shall receive two (2) release days each year to evaluate and assess student
34 work. These days shall be prorated by the number of 1 credit English classes (9th through 12th grade) assigned,
35 with each section (.2 FTE) equal to a ½ day of release up to a total of two (2) release days. Release days must
36 be requested in whole or half day increments. Requests shall be granted if made at least two (2) weeks in
37 advance of the requested release day, to a maximum of five (5) requests per day. Requests made less than two
38 (2) weeks in advance of the requested release day will be granted based on availability. Release days must be
39 approved in advance by the employee's supervisor for purpose of checking availability on the professional
40 development calendar. These days shall not be used for vacation purposes or to extend any school break
41 period.
42

43
44 **ARTICLE 21. PROFESSIONAL RESPONSIBILITY**
45

46 **Section 21. Professional Responsibility**

47 Members of the bargaining unit do not have the authority to direct or control the actions of other members of
48 the bargaining unit. Non-administrators, such as but not limited to, Department Coordinators, Education
49 Specialists, Athletic and Activities Coordinators, Career Specialists, On-Time Graduation Specialists, ESA
50 Coordinators, etc., shall provide support and coordination for programs in carrying out the programs and
51 directives of their supervisors but shall not have the authority to perform supervisory functions (i.e. discipline,
52 evaluation, directing, etc.).

Prior to November 15 each year, the District shall provide the Association a list of employees holding supplemental assignments not addressed in this agreement. The list shall include the employee's name, assignment, and form of compensation.

Employees who need access to a secure printer will work with their building Principals/Supervisors to identify a secure printer and submit a service request form to EdTec.

ARTICLE 22. JOB SHARE

Employees who job share shall: 1) receive compensation based on their respective FTE, times the amount for which they would qualify in a full-time position, 2) share one (1) benefit allocation on a prorated basis, 3) be eligible to work full State funded professional development days and supplemental workdays, 4) share one (1) professional growth fund, and 5) any other compensation provision agreed to by the parties.

PART III - INSTRUCTION

ARTICLE 23. CLASS SIZE

Section 23.1 Class Size Goals

*If the State provides funding for class sizes smaller than those provided here, the parties will re-open these class size goals.

The District and Association agree to set the following goals for average class size in the District:

Elementary		Secondary	
Kindergarten	22	7-12 General Classroom	150/day
First Grade	22	PE	170 /day
Second Grade	23	JH Music	230/day
Third Grade	24	HS Vocal Music	205/day
Fourth Grade	26	HS Instrumental Music	180/day
Fifth Grade	28		
Sixth Grade	28		

Elementary Specialists shall be assigned no more than 42 sessions per week. This amount will be pro-rated based on FTE.

Elementary Specialists with more than 42 sessions will receive a stipend per semester based on the number of sessions over, as follows, based on the number of sessions on October 1 (for first semester) and May 1 (for second semester):

Number of Sessions	
43-44 sessions	\$75
45-46 sessions	\$150
47 or more sessions	Add additional staffing

The District will try to maintain the above class size goals. In the event class size goals are exceeded and additional certificated staffing is not provided, the employee will receive additional compensation and be considered for paraeducator class size support.

The District shall provide a class size report to the Association weeks following the start of each semester, and thereafter upon request.

Section 23.2 Workload Relief

Within general education courses, every effort will be made to balance out classes, beyond just class size numbers, to promote an even distribution across sections. If an employee experiences excessive workload due to the combination or unique needs of students, the employee may request a meeting with an administrator (and PEA representative if requested by the employee) to discuss potential solutions to provide workload relief.

Section 23.3 Elementary Class Size Triggers

A stipend will be provided based on the chart below each semester to classroom teachers when the class size exceeds the class size goal, based on the average monthly count completed on the first student day of each month October through January, and February through June.

1-2	\$850
3-4	\$1,050
5+	\$1,250

The District's paraeducator building support staffing formula will include an allocation for elementary paraeducator class size support hours. A total of 215 paraeducator hours will be allocated to elementary schools and will be distributed to each school based on the school's enrollment using the September P223 FTE report.

The building Principal, shall assign each school site's allocation in an equitable manner, based on identified needs once the school year begins. Those classes with the largest class sizes will receive priority consideration.

Work of the paraeducator shall be directed by the assigned teacher.

Throughout the year, as specific class size issues arise, the parties will meet to discuss the issues and potential resolutions.

Resource room teachers are excluded from the process above. Staffing is done using a different process, which includes the consideration of individual student needs. A resource staffing report will be provided to the PEA by October 15.

Section 23.4 Combination Classrooms

The Principal shall conduct a staff meeting among all classroom teachers affected by the establishment of a combination classroom to discuss the criteria and the procedures for its formation. The number of students in a combination primary room shall not be more than 23 students and 25 in an intermediate room. The number of students in a combination primary/intermediate room shall not be more than 24 students. The District will make a reasonable effort not to assign non-sequential combination classes.

Upon creation of a combination classroom the appropriate Executive Director will meet with the impacted employee(s) and a PEA representative to consider options to alleviate the curriculum concerns, including but not limited to additional certificated or paraeducator assistance, release time, and compensation.

Section 23.5 Inclusion of Special Education Students

Where special education students from self-contained classes are in an elementary classroom for instruction, those students count as part of the class size if they are in that class more than five (5) hours per week. However, students mainstreamed for recess should not count as part of the class size.

Secondary special education students shall be included in class size counts if assigned.

Paraeducators who are assigned in Elementary or Secondary one-on-one assignments shall accompany the student during time with specialists or in general education activities. If an Elementary or Secondary paraeducator is not assigned in a one-on-one assignment, coordination of when the paraeducator shall accompany students during time with specialists or in general education activities shall be made by the general education teacher, the special education case manager, and the Principal (if requested by either party).

Section 23.6 Secondary Class Size Triggers

To address class size issues at the secondary schools, teachers with a total workload of 150 students and above will receive a stipend based on the chart below.

Instructional Category	Student Workload	Stipend Per Semester	Student Workload	Stipend Per Semester	Student Workload	Stipend Per Semester	Student Workload	Stipend Per Semester	Student Workload	Stipend Per Semester	Student Workload	Stipend Per Semester
	.2 FTE		.4 FTE		.6 FTE		.8 FTE		1.0 FTE		1.2 FTE	
Classroom Teacher	30	\$100	60-61	\$200	90-93	\$300	120-124	\$400	150-155	\$500	180-186	\$600
Classroom Teacher	31	\$200	62-64	\$400	94-96	\$600	125-128	\$800	156-160	\$1,000	187-192	\$1,200
Classroom Teacher	32	\$240	65-66	\$480	97-99	\$720	129-132	\$960	161-165	\$1,200	193-198	\$1,440
Classroom Teacher	33	\$280	67-68	\$560	100-102	\$840	133-136	\$1,120	166-170	\$1,400	199-204	\$1,680
Classroom Teacher	34	\$320	69-70	\$640	103-105	\$960	137-140	\$1,280	171-175	\$1,600	205-210	\$1,920
Classroom Teacher	35	\$360	71-72	\$720	106-108	\$1,080	141-144	\$1,440	176-180	\$1,800	211-216	\$2,160
Classroom Teacher	36+	\$400	73+	\$800	109+	\$1,200	145+	\$1,600	181+	\$2,000	217+	\$2,400
PE Teacher	34	\$100	68-69	\$200	102-105	\$300	136-140	\$400	170-175	\$500	204-210	\$600
PE Teacher	35	\$200	70-71	\$400	106-108	\$600	141-144	\$800	176-180	\$1,000	211-216	\$1,200
PE Teacher	36	\$240	72-73	\$480	109-111	\$720	145-148	\$960	181-185	\$1,200	217-222	\$1,440
PE Teacher	37	\$280	74-75	\$560	112-114	\$840	149-152	\$1,120	186-190	\$1,400	223-228	\$1,680
PE Teacher	38	\$320	76-77	\$640	115-117	\$960	153-156	\$1,280	191-195	\$1,600	229-234	\$1,920
PE Teacher	39	\$360	78-81	\$720	118-122	\$1,080	157-162	\$1,440	196-203	\$1,800	235-244	\$2,160
PE Teacher	40+	\$400	82+	\$800	122+	\$1,200	163+	\$1,600	204+	\$2,000	245+	\$2,400
JH Music	46	\$200	92-93	\$400	139-141	\$600	185-188	\$800	231-235	\$1,000	277-282	\$1,200
JH Music	47	\$240	94-95	\$480	142-144	\$720	189-192	\$960	236-240	\$1,200	283-288	\$1,440
JH Music	48+	\$280	96+	\$560	145+	\$840	193+	\$1,120	241+	\$1,400	289+	\$1,680
HS Vocal	41	\$200	82-83	\$400	124-126	\$600	165-168	\$800	206-210	\$1,000	247-252	\$1,200
HS Vocal	42	\$240	84-85	\$480	127-129	\$720	169-172	\$960	211-215	\$1,200	253-258	\$1,440
HS Vocal	43+	\$280	86+	\$560	130+	\$840	173+	\$1,120	216+	\$1,400	259+	\$1,680
HS Instrumental	36	\$200	72-73	\$400	109-111	\$600	145-148	\$800	181-185	\$1,000	217-222	\$1,200
HS Instrumental	37	\$240	74-75	\$480	112-114	\$720	149-152	\$960	186-190	\$1,200	223-228	\$1,440
HS Instrumental	38	\$280	76+	\$560	115+	\$840	153+	\$1,120	191+	\$1,400	229+	\$1,680

Junior High Microsoft Innovative Educators will receive a stipend based on the total number of students served divided by two (2).

Homeroom and/or Advisory classes can be added to the student workload counts based on the Secondary Class Size Trigger Chart. Student workload counts will be included based on the number of Homeroom or Advisory periods that occur during a typical week:

Number of days	Percentage of student workload count
1	25%
2-3	50%
4	75%
5	100%

(Example: If ERHS holds Homeroom four days each week, and a teacher has 25 students in their Homeroom class on the identified count dates in this section, to calculate how many students will be added to the teacher's total daily workload for consideration of a workload stipend: multiply 25 (the number of students in the teacher's Homeroom) by the percentage calculation above for the four days per week (75%) = 18.75 (round up to 19). The teacher's total student workload would be increased by 19 students.

Under special circumstances, an employee may have an unusually small class. In such cases, if the small class negatively affects the overall daily class size trigger amount, the employee shall discuss the matter with Human Resources and a PEA Representative to determine the appropriate class size trigger.

If an individual class is ten (10) or more students over the corresponding class-size goal, or the employee has a total student workload impact of 20% more than the daily class-size goal, the appropriate district level administrator, the Association and the affected teacher will meet to discuss additional paraeducator assistance, release time, balancing class sizes within the building, additional staffing (certificated or classified), and/or compensation.

Stipends will be paid each semester based on the average monthly count completed on the first student day of each month October through January, and February through June.

Section 23.7 Counselors

In addition to their base contract, and any other required supplemental days, elementary counselors will be issued supplemental contracts for one (1) additional day to be paid at their respective per diem rate and secondary counselors will be issued supplemental contracts for 15 additional days to be paid at their respective per diem rate. Unless mutually agreed upon by a secondary counselor and his/her supervisor, ten (10) of these days will be the ten (10) workdays prior to the beginning of school and five (5) will be scheduled at the employee's discretion to meet the duties of their job.

The District will continue to explore mental health counseling support for students in addition to the traditional District counseling staff.

Section 23.7.1 Counselor Workload Stipends

To address Counselor workload, Counselors will receive a stipend each school year based on the chart below. Stipends will be paid based on the official enrollment counts on October 1 divided by the total counseling FTE. Counselors with a split assignment working at different levels shall receive a prorated stipend by FTE/Student workload at each level. In the event an employee believes his/her total student workload is excessive, a meeting with the Assistant Superintendent of Student Learning shall be convened to consider options to relieve workload, including but not limited to, additional staffing, classified assistance, or additional compensation.

ELEMENTARY:

Total Student Workload	Stipend Per Year
650 – 699	\$500
700 – 749	\$750
750 – 799	\$1,000
800+	\$1,250

JUNIOR HIGH:

Total Student Workload	Stipend Per Year
350 – 399	\$500
400 – 449	\$750
450 – 499	\$1,000
500+	\$1,250

HIGH SCHOOL:

Total Student Workload	Stipend Per Year
350 – 399	\$750
400 – 449	\$1,000
450 – 499	\$1,250
500+	\$1,500

1 **Section 23.8 High School On-Time Graduation Specialists (OTGS)**

2 In addition to their base contract and any other required supplemental days, High School OTGSs shall be
3 issued supplemental contracts for four (4) extra days to complete work that occurs before and/or after the
4 end of the school year.
5

6
7 **ARTICLE 24. SPECIAL SERVICES**
8

9 **Section 24.1 General**

10 Special Services programs provide support and intervention for students who have health needs and/or who
11 have been identified for specific interventions. Current special services policies and regulations are available
12 on the Puyallup School District website. All students are general education students first. An individual
13 student can receive additional support through special services programs when he/she qualifies by meeting
14 eligibility criteria. Collaboration between special and general education staff is essential to plan, implement,
15 and assess appropriate support including but not limited to Individual Education Plans (IEP), Functional
16 Behavioral Assessments (FBA), and Behavior Intervention Plans (BIP). Placements of students with
17 Individual Education Plans (IEPs) will be in the least restrictive environment as determined by the IEP team
18 and will be consistent with State and Federal guidelines and regulations.
19

20 Workspace. Employees will work with special services administrators and assigned building Principals to
21 identify appropriate work and/or teaching spaces. A secure space will be available to keep confidential
22 materials. In addition, the employee will be given access to the following at their work site: locking storage,
23 a computer, a color printer, and a phone.
24

25 **Special Services Program Definitions:**
26

- 27 1. Special Education provides a full continuum of services for students with disabilities, ages 3-
28 21 within an appropriate, individualized program for each student in the Least Restrictive
29 Environment (LRE) consistent with State and Federal regulations. Certificated Staff include:
30 Elementary and Secondary Special Education Teachers, School Psychologists, Speech and
31 Language Pathologists, Behavior Specialists, Occupational and Physical Therapists,
32 Audiologists, Teachers of the Visually Impaired, Orientation/Mobility Specialists, Education
33 Specialists, Teachers of the Deaf & Hard of Hearing.
34
- 35 2. Title I/LAP (Learning Assistance Program) provides supplemental services in reading, writing,
36 or mathematics to struggling students. Certificated Staff include: Title I/LAP teachers.
37
- 38 3. English Learner (EL) program provides language acquisition instruction for students who
39 qualify. Certificated Staff include: teachers.
40
- 41 4. Health Services provides services to students having medical or health related concerns. Staff
42 include: Registered Nurses.
43
- 44 5. Section 504 (students) of the Rehabilitation Act of 1973 is a federal regulation that directs
45 school districts to provide accommodations for students with disabilities. These students may
46 or may not be eligible for special education services as well.
47
- 48 6. Support Center provides services in academic instruction to students with a variety of
49 disabilities ranging from severe to profound. In addition to instruction in academic subject
50 areas, the program also offers modified curriculum instruction which may include a
51 combination of the following: functional academics, daily living skills,
52 prevocational/vocational skills, behavior skills, and social skills.

7. KITE (Kids in Therapeutic Education) provides services to students with behavioral challenges (mild to severe) within a self-contained and general education setting. Instruction focuses on behavior and academic areas.
8. EXCEL (Exceeding Challenges through Education and Life Skills) provides services to students having moderate to profound physical and developmental disabilities, including some students who are non-ambulatory and non-verbal. Instruction and therapy focus on functional academics, communication and living skills.
9. DHH (Deaf and Hard of Hearing) provides services to students who are deaf and/or hard of hearing. Instruction focuses on academic areas in a small group setting and/or general education classroom.
10. WRAP provides services to students with significant delays in social skills, communication, and behavior which is primarily related to or caused by autism, without accompanying significant cognitive, language or adaptive delays. Students may also have associated sensory, motor, and/or academic needs.
11. ECSE (Early Childhood Special Education /preschool) provides services to students age 3-5 having developmental delays.
12. Developmental Kindergarten provides services to kindergarten age students with developmental disabilities within a self-contained setting.
13. Summit provides an interim program for secondary students that focuses on the reintegration to a high school environment. Instruction focuses on academics as well as transition plans.
14. IAES (Interim Alternative Educational Setting) provides temporary placement for students with discipline issues up to 45 school days.
15. Advance provides services to young adults age 19-21 with mild to moderate developmental disabilities. Instruction focuses on independent living skills, community access and vocational skills.
16. Gateway provides access and experiences for students age 19-21 that will assist in establishing access to adult services, volunteer services, community accesses, and life skills.
17. Resource provides in-class or pull-out services to students with identified needs in all building locations.

Section 24.2 Special Education Extra Supplemental Days

Educational Specialists will receive ten (10) extra days. Each psychologist will receive 11 extra days at per diem. Each nurse will receive ten (10) extra days at per diem. Each SLP will receive eight (8) extra days at per diem. Each OT, PT, and Audiologist will receive five (5) extra days at per diem, and each special education teacher will receive six (6) and one half (1/2) extra days at per diem to prepare individual education plans and/or assessment reports, or hold meetings related to such responsibilities as determined by the employee. One half (1/2) day of the six (6) and one half (1/2) days will be used for District directed professional development related to compliance and special education requirements. There will be more than one opportunity for these professional development trainings. Part-time employees (except nurses) shall receive

a pro-rated number of days based on their FTE.

Each employee will have the option to convert one (1) of his/her extra supplemental days into three (3) days of release time to complete work on or off site. Employees who elect to work off site must inform their Principal of their selected work location and must be available by telephone. These days shall not be combined with holidays, school breaks, or personal leave days. Employees electing this conversion must notify Human Resources no later than October 1.

Payment for all extra supplemental days will be spread over the December-August pay periods in equal installments.

Section 24.3 Class Balance/Work Load/Case Load

Classes are formed taking into consideration the balance of student needs and the consequent demands on teacher/specialist time and available resources. At all times efforts will be made to ensure that the Special Services and General Education teachers work together to create balanced classrooms. It is considered best practice to look at scheduling and placement early to provide a smooth transition for each student.

The District will evaluate special services caseload and workload using student data. Caseload consideration for special education staff will include current IEPs only (does not include referrals). A staffing report for ESAs and special services staff will be provided to PEA by October 15.

The District shall make efforts to balance caseload numbers for equitable workload.

IEP case managers will be compensated \$50 for each qualifying and compliant IEP on the employee's caseload in the current school year. Compensation will be based on the June 1 count to be paid on the employee's July pay warrant.

An employee may request a workload impact meeting with the program administrator and a PEA representative to discuss caseloads when one of the numbers below is reached or the employee believes his/her caseload is excessive. If a mutually agreeable resolution cannot be reached, the employee and PEA representative may request a meeting with the Executive Director of Special Services to resolve the issue.

Secondary Caseload Numbers:

Summit 14 per session

IAES 12 per session

Resource 32

KITE 13

Advance 14

EXCEL 13

WRAP 14

Support Centers 14

Elementary Caseload Numbers:

ECSE 26

Resource 32

KITE 12

WRAP 12

EXCEL 9

Support Centers 14

The caseload numbers shall be pro-rated for part time employees.

A stipend will be provided based on the chart below each semester to classroom teachers when the class size exceeds the caseload goal, based on the average monthly count completed on the first student day of each month October through January, and February through June.

1-2	\$850
3-4	\$1,050
5+	\$1,250

SLPs, OTs and PTs have caseloads which may include a combination of related, direct, consultative, and integrated services. An employee may request a workload impact meeting with the program administrator and a PEA representative to discuss solutions for workload concerns. If a mutually agreeable resolution cannot be reached, the employee and PEA representative may request a meeting with the appropriate administrative supervisor to resolve the issue.

The District will provide release time to support coordination work for the department areas of OT/PT, SLP and School Psychologist.

The positions listed below are unique. An employee may request a workload impact meeting with the program administrator and a PEA representative to discuss solutions for workload concerns. If a mutually agreeable resolution cannot be reached, the employee and PEA representative may request a meeting with the appropriate administrative supervisor to resolve the issue.

Audiologists	EL
Nurses	Teachers of the Visually Impaired
Psychologists	Orientation and Mobility Specialists
Title I/LAP	

The workload impact meeting conversation will include consideration of the following factors before a solution is determined to be necessary:

- Number of IEPs and number of minutes on IEPs
- Existing paraeducator, COTA, SLPA, PTA, psych intern support
- Space and equipment available
- Number of sites/schools and travel time
- Specific student and behavioral needs
- Other unusual and/or impacting factors

A pool of \$200,000 will be available for possible solutions.

ESAs and nurses shall not be assigned supervision for Advisory and homeroom.

Section 24.4 Determining Special Service Delivery Models

Each building staff will have the opportunity to be informed about the service delivery models at their site. Discussions may include sharing research, identifying resources, sharing relevant information, and providing feedback in order to best meet the individual needs of students.

Service delivery models are dependent on the student population and needs and must align with State and Federal regulations.

1 **Section 24.5 Review of IEP Program/Placement**

2 If a student is not progressing as expected or projected on the IEP, the teacher will notify the case manager.
3 The case manager will call for an IEP team meeting, if appropriate, to be scheduled as soon as possible to
4 review the current program/placement.
5

6 **Section 24.6 Students with Health Conditions**

7 Employees will be notified when a student who has a health condition, which may require emergency
8 procedures, prior to being placed in any program. A meeting will be scheduled, if possible, before placement
9 to discuss and resolve concerns relating to the emergency procedures appropriate to the student and reflected
10 in the emergency plan.
11

12 **Section 24.7 Special Education Student Information**

13 The case manager will provide all relevant special education student information to each applicable service
14 provider(s), including general education staff and specialists, as soon as possible.
15

16 **Section 24.8 General Education Role as it Relates to Meeting the Needs of Students Receiving Special**
17 **Education Services**
18

- 19 A. Role of General Education Teacher. The role of the general education teacher is to collaborate
20 with the special education teacher and IEP team in order to provide appropriate
21 accommodations and assist the student in achieving IEP goals and grade level expectations.
22 General education teachers in whose classes the student is enrolled are invited to and shall
23 participate in developing the individualized education plan and will support implementation
24 within the general education setting.
25
- 26 B. Role of Special Education Teacher. The role of the special education teacher is to be the case
27 manager for students with IEPs or in the referral process. The teacher works with the IEP team
28 to develop an appropriate IEP and implements, monitors, and collaborates with school staff
29 and parents. In addition, the special education teacher works with the IEP team to coordinate
30 appropriate accommodations, assessments, instruction, evaluation, and resource materials. The
31 special education teacher will be the primary contact person with the parent for IEP related
32 issues or questions.
33
- 34 C. Role of Student Review Committee. The role of the Student Review Committee (SRC) is to
35 discuss student concerns and explore and recommend appropriate interventions,
36 accommodations, modifications, and options for any student based on the student's physical,
37 social, academic, and psychological needs.
38
- 39 D. Role of Other Service Providers. The role of other service providers (SLP, OT/PT, school
40 psychologists, etc.) in supporting and serving staff and students will be determined by the
41 student's IEP requirements for specially designed instructions and/or related services and
42 coordinated through the building support team and/or SRC, the classroom teacher involved,
43 and the special education teacher.
44

45 **Section 24.9 Special Services Professional Development**

46 On an annual basis the District shall provide workshops available to general education staff members
47 regarding suggested interventions to assist students with behavioral and academic challenges, data
48 collection/documentation techniques, and other relevant topics as appropriate.
49
50
51
52

1
2 **Section 24.10 IEP Review Process:**

3 The IEP review process shall be used as a professional support system to assist employees with the
4 development of effective and compliant IEPs. If an IEP is requested for review, a reasonable schedule for
5 review shall be developed that provides the employee with at least three (3) school days for the employee to
6 make any recommended changes.
7

8 **Section 24.11 Summer IEP Work**

9 It is the expectation that IEP work be completed during the school year. On occasion when requested by a
10 PSS Administrator to undertake unexpected IEP work in the summer, employees agreeing to perform the
11 work shall be compensated at per diem for a pre-approved amount of time.
12

13 **Section 24.12. WA-AIM**

14 All special services staff administering WA-AIMs shall be allowed one (1) release day to prepare testing
15 materials, and up to four (4) hours paid at per diem for every WA-AIM submittal, submitted to the State by
16 the deadline.
17

18 **ARTICLE 25. PARAEDUCATORS**
19

20 **Section 25.1 Responsibilities**

21 Assistants and paraeducators may be employed to aid professional school personnel wherever it is indicated
22 that such services will provide for improvement in the school programs.
23

24 Assistants and paraeducators shall not assume professional responsibility for the guiding of instruction or the
25 control of students for instructional purposes. These responsibilities reside with the professionally certificated
26 employee.
27

28 Employees shall not be required to do paraeducator evaluations, however they are encouraged to provide
29 input, so a fair evaluation can be written for the paraeducator.
30

31 **Section 25.2 Playground, Bus and Recess Supervisors**

32 Playground, bus, and recess supervisors shall not be considered as performing professional instructional
33 responsibilities.
34

35 **Section 25.3 Employee Supervision**

36 Employees who are assigned paraeducators shall only be responsible for supervision of the paraeducator while
37 the employee and paraeducator are at the same worksite. Employees shall not be responsible for supervision
38 of a paraeducator during the employee's lunch or planning period.
39

40 **Section 25.4 Staff Utilization**

41 The safety of students at school is a shared responsibility of all the certificated and non-certificated staff. The
42 supervision of students before school, after school, in the lunchrooms, during recesses, during passing periods,
43 and in non-instructional settings shall therefore also be a joint responsibility. In making provision for the
44 prudent supervision of students, it shall be the goal in each building to balance the supervisory responsibility
45 among all staff members. However, within the limits of the staff hours allocated to each building, certificated
46 staff shall be utilized in roles where certificated persons are required to perform the work, and non-certificated
47 staff shall be utilized where possible to release certificated staff to perform those tasks. The assignments of
48 the personnel allocated will vary from building to building in response to the collaborative decisions of
49 building staff and administration. If an accord cannot be reached in a building, the administrator shall
50 implement temporary assignments and the parties shall seek facilitation of an accord in a timely fashion.
51
52

ARTICLE 26. BUILDING STANDARDS

Section 26.1 Committee Standards

To ensure that an optimum learning environment exists in a new, remodeled or rebuilt school, an advisory committee of five (5) members including the Executive Director of Facilities shall be formed to represent the facility in question. The Central Administration shall appoint two (2) members; the Association shall appoint two (2) certificated employees. The function of the committee shall be to:

- A. Assist the Executive Director of Facilities in determining the progress toward readiness of the facility to be opened using the Board approved educational specifications as the measure of completion.
- B. Make recommendations to the Executive Director of Facilities on what planned work is to be completed before occupancy. This planned work will be incorporated into the punch list attached to the "Certificate of Substantial Completion."
- C. Assist the Executive Director of Facilities in selecting alternate housing options or a delayed school opening.

Said committee shall make its recommendations on readiness or alternatives at least two (2) weeks in advance of the opening of school. If said committee finds deficiencies with respect to the Educational Specifications, it shall recommend what work needs to be completed before occupancy should occur to: 1) The Executive Director of Facilities, who will incorporate items into the "punch list" attached to the "Certificate of Substantial Completion"; 2) The Association President; and 3) The Superintendent, who will share the recommendations with the School Board as a part of his/her regular reports on the status of District facilities. If occupancy occurs before completion of the recommendations, the District shall report to the committee as to the status of the committee's recommendations and specify the date by which the work is expected to be completed.

Section 26.2 Employee Laptop Computers

The District will provide each employee a laptop computer or access to a computer to effectively carry out their work responsibilities.

Each existing classroom shall be equipped with a means of communicating with the Main Office. Each site will have a phone designated for faculty use for private conversations. The need for staff members to receive messages at work is recognized, and in each building this process will be collaboratively arrived at for utilizing the system and persons available. However, it is agreed that staff members will, except in emergency cases, restrict their use of phones to times that will not diminish the District from the educational process and that personal business calls should be made outside the school day.

**ARTICLE 27. STUDENT DISCIPLINE, SAFETY
AND SECURITY OF STUDENTS AND STAFF**

Section 27.1 No Tolerance Policy

The District and the PEA are jointly committed to providing quality educational programs in a warm, open, and supportive environment which protects the safety and security of all students and staff. Therefore, the parties agree that an optimal teaching and learning climate for staff and students requires a no tolerance policy for weapons, dangerous devices, and assaultive behavior. The parties recognize the increasing incidence of weapons, dangerous devices, and serious assaults in the society in general and in the nation's schools, and recognize that with such serious misbehavior, experience has shown that normal sanctions less severe than expulsion have failed to preserve a safe and orderly educational environment.

Section 27.2 Prohibition of Weapons and Assaultive Behavior

To achieve the above, it is agreed that possession or use of weapons, explosives, firecrackers, illegal knives, or other items capable of producing bodily harm shall be prohibited. Consistent with student due process and other legal requirements, the normal penalty shall be expulsion for possession or use of any weapons or dangerous devices, including but not limited to any weapon listed as a deadly weapon in RCW 9A.04.110 or local ordinances. Likewise, when any item is used by the aggressor as a weapon, or which a victim reasonably believes to be a weapon, the same sanctions will apply. Further, it is agreed that the normal penalty is emergency expulsion and other appropriate sanctions for any student who commits a serious assault. Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat or threat to do serious bodily physical harm, either student-to-student or student-to-staff). An emergency expulsion shall continue if the Superintendent or designee has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to an employee, a student, other students or school personnel, or an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the students' school. In making that determination, the hearing officer shall solicit input from the staff and administration of the building directly affected.

Section 27.3 Assistance and Support

The District shall provide prompt assistance and support to employees in connection with student discipline problems. An administrator or acting administrator, volunteering to be invested with the authority to act as such, shall be available during school hours. When the administrator is away from the building but in the District, an administrator shall be on call. When the building administrator is out-of-district or absent for half (1/2) the day or more, a substitute shall be provided when needed to maintain the building administrative coverage, unless a building's assistant Principal is available. Administrative Interns or former Interns may be asked to accept the administrative responsibility as long as coverage is provided for their assigned classes. At the beginning of each school year, the Principal will inform the staff of designees who will assist with emergent issues in their absence.

In the maintenance of a sound learning environment, the employee and the District shall expect and work to enforce acceptable behavior on the part of all students who attend schools in the District. Employees shall operate within State law and District policy in maintaining good order and discipline in their classrooms at all times.

Without revealing specific information regarding criminal histories, medical histories, or specifically protected private information, employees who work directly with the student will be notified in an appropriate manner of students who have exhibited serious assaultive behavior at least one (1) school day prior to their admittance to classrooms, if such information is known in advance of the student's admittance. Staff members so informed shall treat the information as confidential. A safety plan shall be developed by impacted employees and other appropriate building staff, (which may include the Principal, Counselor, Security, Education Specialist, Special Services, etc.) and communicated to all impacted staff within three (3) student days or less. The safety plan shall be implemented as quickly as possible.

In the event the employee experiences safety concerns in the workplace due to serious assaultive student behavior, the employee shall report said concerns to his/her Principal or administrative supervisor who will act to remediate the concern. Upon request by the teacher, remediation will include removing the student from the classroom until such time as interventions can be implemented.

All Special Education staff who work with potentially violent students will be directed to attend age appropriate training, either during the regular work day or, if the employee prefers, outside the regular work day paid at the professional rate.

All employees working directly with potentially violent students may be directed and shall have the opportunity to participate in training either during the work day or after the work day paid at the professional rate.

All other employees working with potentially violent students may have the opportunity to participate in training through professional development offerings scheduled throughout the school year.

Section 27.4 Removal from Class or Subject

If a student creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision, the teacher shall first attempt one or more alternative forms of corrective action. If reasonable attempts have been exhausted, or in emergency circumstances, the student may be excluded by the teacher from his/her individual classroom and instructional or activity area for all or any portion of the balance of the school day in accordance with Federal and State laws, if applicable, or until the Principal or designee and teacher have conferred.

With the consent of the teacher, the excluded student shall be returned to the class once the disruption ceases and the behavior has been addressed or the Principal/designee imposes corrective action and notifies the teacher. An excluded student may be temporarily placed in another teacher's classroom upon mutual agreement of the impacted employees.

If further concerns arise, within three (3) school days of written notification (to Principal or his/her designee) of a behavior problem, the impacted employee shall have the right to meet and confer with the building administrator.

If a student makes a serious unfounded allegation against an employee, the employee may request a meeting with the Principal/supervisor to discuss options regarding the student. Further, the authority of certificated employees to use prudent disciplinary measures for the safety and well-being of students and employees as well as the authority to use standard disciplinary measures for each disabled student, except where notification to the contrary has been provided to staff, is supported by the District. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment, including reasonable and prudent use of physical constraint, to protect harm being done to a student, another staff member, or to him/herself.

1
2 **Section 27.5 Disciplinary Standards**

3 On or before September 30 of each school year, each building Principal and his/her teaching staff shall meet
4 to develop and/or review building disciplinary standards and uniform enforcement of those standards. Visitor
5 access regulations will be in the employee handbook. In addition, the special education guidelines will be
6 reviewed.

7
8 **ARTICLE 28. SAFE WORKING CONDITIONS**
9

10 Employees shall not be expected to work, teach, or supervise students in an area where such work would
11 likely result in physical or emotional harm to said employee(s) or student(s). When the staff member(s) and
12 site administrator(s) indicate a hazardous condition exists, the concern will be acted upon within five (5)
13 working days. If there is a disagreement as to the hazardous condition, the matter may be referred by either
14 party to the appropriate state or county agency for determination. If the safety concerns relates to workload,
15 then it shall first be taken up with the Principal.

16
17 All rooms in which students are required to eat lunch shall be cleaned daily, including floor, sinks, and trash
18 removal.

19
20 Employees shall promptly report any safety hazards or unsafe conditions they are aware of to their immediate
21 administrator. The District shall advise employees of any unsafe working condition(s), as determined by a
22 state or county agency, which would pose an immediate and substantial threat to their or their students' health
23 in the areas in which they work. A copy of the notification to the employee(s) will be sent to the Association
24 President within five (5) working days of receipt of the same by the District. Within five (5) working days
25 following the District's receipt of facility environmental testing prompted by an Association complaint, a
26 copy of all environmental test results shall be provided to the Association President.

27
28 **ARTICLE 29. DISTRICTWIDE COMMITTEES**
29

30 **Section 29.1 Instructional Program**

31 The Superintendent or his/her designee shall post the existence of regular District-wide instructional program
32 committees in each building each school year. Criteria for membership, contractual rate of pay, if offered, if
33 any, and the available openings on the committees, if any, shall be listed at the time of posting. Employees
34 shall have five (5) working days after the date of posting to indicate to the appropriate administrator their
35 desire to serve on said committee(s). Employees are not required to participate in district-wide committees
36 outside the seven and one-half hour (7.5) work day. Such participation is strictly voluntary. Administration
37 shall not coerce or intimidate employees to participate on committees, particularly employees new to the
38 District, and/or profession. Committee work outside of the seven and one-half hour (7.5) work day shall be
39 compensated at the stated professional rate of pay.

40
41 **Section 29.2. Educational Technology Committee**

42 An ongoing educational technology committee, comprised of three (3) employee representatives (one
43 elementary, one junior high and one high school), shall be convened on a regular basis to address concerns
44 related to the current grade reporting technology tool (Schoology), use of 1:1 devices, and other educational
45 related technology tools/programs. The committee shall act as a clearinghouse for quick tips and work-around
46 tactics as well as provide feedback through the technology department to the software manufacturer for
47 updates and modifications to the program. The committee shall also have the opportunity to provide input,
48 pilot, and/or trouble shoot all new technology prior to implementation across the District.

49
50 The three (3) committee representatives will meet with the technology department at least three (3) times per
51 year to provide input and to address technology concerns. Committee representatives shall be paid at the
52 professional rate for attending meetings outside the regular workday.

One (1) employee volunteer from each work site shall be designated as the technology contact, who will work with a committee employee representative to problem solve, provide input, and disseminate information back to employees at the work site regarding technology issues. The building technology contact will be eligible for a stipend from the building stipend funds in Appendix C.

Section 29.3. Evaluation Committee

An evaluation committee (consisting of no more than seven participants from PEA, seven building administrators, and seven District administrators) will meet three times each year to review the process and the quality of the outcomes (including professional development of teachers and Principals, ESA and support personnel evaluation processes, and potential processes and supports for probationary employees); to discuss needed revisions to the evaluation forms, and recommendations to be made back to the bargaining teams. Participating employees will be compensated at their per diem rate for committee meetings outside the seven and one half (7.5) hour work day. The district shall pay for the cost of the necessary substitutes for teachers on the committee if meetings are held during the workday.

Section 29.4. Staff and Student Safety Committee

The District and Association agree that staff and student safety is paramount. A joint committee consisting of no more than seven participants each from PEA and the District will meet during 2020-21 and 2021-22 to review discipline practices in alignment with the Student Rights and Responsibilities, review safety protocols, and make recommendations (e.g.: ideas to address student and staff safety concerns, options for students needing additional behavior supports, alternatives to classroom exclusion, and tiers of intervention supports design to keep students engaged in the classroom, etc.). Employees will be appointed by the PEA President and will be compensated at the professional rate for committee meetings and work required by the committee chair outside the seven and one half (7.5) hour workday. The District shall pay for the cost of the necessary substitutes for members of the committee if meetings are held during the workday.

Section 29.5 Other Committees

The District may request that an employee serve on a District committee and building level administrators may request that an employee serve on a building level committee. Each employee shall not be subject to reprisals for choosing not to serve on District or building level committees. When the District or building administrator deems appropriate, released time shall be provided for participation on said committee(s). Employees who choose to participate on District wide or building level committees outside the seven and one half (7.5) hour work day will be compensated at the professional rate.

Section 29.6 Composition

The composition of district wide task forces and committees shall be reviewed by the Association President prior to a committee meeting to ensure appropriate representation of Association members.

ARTICLE 30. STUDENT TEACHERS

The Board and Association agree that the acceptance and proper deployment of student teachers in the Puyallup School District can constitute a significant contribution to the improvement of the educational profession.

The following parameters will be in place regarding student teachers:

1. Assignment only with an experienced teacher
 - Three (3) or more years of teaching experience
 - Current evaluation rating of Proficient or Distinguished
2. Only one (1) student teacher per year per supervising teacher
3. The program is voluntary
4. If a placement is found to be unsatisfactory for any reason, the cooperating teacher, Principal, university supervisor, and the administrator in charge of student teachers shall meet to discuss the concern and consider a change in assignment.
5. Employees selected to work with a student teacher shall be compensated by the sponsoring university and will be compensated in the same manner as any other employee if asked to cover a class during their planning period.

ARTICLE 31. GRADING STANDARDS

Teachers are responsible for setting permissible standards for grading students, communicating those standards, and fairly applying them. The use of standardized “pull down” comments shall be considered sufficient and narrative comments shall not be required. Such grades and/or comments will only be changed in accordance with the law or District policy. Prior to making any decision which alters any grade or comment or making a recommendation to alter a grade or comment, a building administrator/supervisor will study the records, ascertain the factors involved, and consult with the employee who gave the grade. If a grade or comment is altered by a District representative, the employee and parent/guardian of the impacted student shall be notified in writing, and a narrative comment will be noted on the report card indicating that the grade or comment was provided by someone other than the employee. (See WAC 180-44-010 and RCW 28A.04.120)

Grading Reporting

In order to provide sufficient time for employees to adequately prepare student progress and report cards, the following parameters will be in place:

1. The open window period for completing report cards shall be at least ten (10) school days.
2. The open window period for completing progress reports shall be at least five (5) school days.
3. The open grading windows will be communicated to employees in September.

4. Administrators may review a sampling of employees' report cards to ensure appropriate standards are graded and grading practices are calibrated. Administrators will discuss this expectation with impacted employees during the October goal setting conference, mid-year, and/or final evaluation conference, as applicable. The Administrator shall begin their sampling review no earlier than the 4th day of the open window period.
5. Employees who have provided report cards to the administrator as part of the sampling review per #4 above, shall be notified of any requested changes no later than the 3rd to last day of the open window period.

ARTICLE 32. DIGITAL LEARNING

Our Puyallup Digital Learning (PDL) program is intended to serve students who are looking for an alternative education due to a variety of life circumstances or learning styles. Students in the program are given the flexibility of choosing classes on-site, online, or a combination of both, and student schedules are personalized to their learning needs.

PDL is an umbrella term for three programs: Puyallup Parent Partnership Program (P4), Puyallup Online Academy (POA), and Puyallup Open Doors (POD). The P4 program serves students in partnership with parents or guardians at home, on site or online through traditional teaching materials. The P4 program serves students in grades K-8. The POA program serves students in grades 6-12 in a hybrid or fully online model. The POD program serves students ages 16-21 years who are severely credit deficient in a hybrid or full online model. This program also offers a General Educational Diploma (GED) where students can work at their own pace or join a cohort model and work through the standards needed to complete their GED.

PDL strives to meet students where they are. The program and staff must provide flexibility that extends beyond a traditional school setting, to effectively meet the needs of the students being served. The following parameters will be in place to support these programs and students:

1. Students may receive instruction in person or remotely. As such, instructional and seat time for students may vary, the work location/modality for staff may vary, and may include home visits.
2. Flexible scheduling for staff may be necessary but will follow the regular CBA guidelines of a continuous 7.5 hours work day with appropriate planning and lunch, unless an alternative schedule is agreed upon by both administration and the impacted employee. Occasional evening work and home visits may be necessary. When doing a home visit, employee's will go in pairs.
3. Employees shall have the professional responsibility to determine appropriate curriculum modules for students within the digital learning platform.
4. Secondary Student Workload Stipends. Employees will be paid a stipend based on average monthly counts completed on the first student day of each month October through January, and February through June.

1.0 FTE = 200 students for CORE instruction courses (electives are provided by virtual teachers monitored by paraeducators) and will be prorated for less than 1.0 FTE employees.

Numbers of Students for CORE courses 0.2 FTE	Stipend
200-207	\$200
208-215	\$240
216-223	\$280
224-231	\$320
232-239	\$360
240-247	\$400
248 or more	\$440

Numbers of Students for CORE courses 0.4 FTE	Stipend
200-207	\$400
208-215	\$480
216-223	\$560
224-231	\$640
232-239	\$720
240-247	\$800
248 or more	\$880

Numbers of Students for CORE courses 0.6 FTE	Stipend
200-207	\$600
208-215	\$720
216-223	\$840
224-231	\$960
232-239	\$1,080
240-247	\$1,200
248 or more	\$1,320

Numbers of Students for CORE courses 0.8 FTE	Stipend
200-207	\$800
208-215	\$960
216-223	\$1,120
224-231	\$1,280
232-239	\$1,440
240-247	\$1,600
248 or more	\$1,760

Numbers of Students for CORE courses 1.0 FTE	Stipend
200-207	\$1,000
208-215	\$1,200
216-223	\$1,400
224-231	\$1,600
232-239	\$1,800
240-247	\$2,000
248 or more	\$2,200

Numbers of Students for CORE courses 1.2 FTE	Stipend
200-207	\$1,200
208-215	\$1,440
216-223	\$1,680
224-231	\$1,920
232-239	\$2,160
240-247	\$2,400
248 or more	\$2,640

5. Elementary PDL class size goals for a 1.0 FTE (prorated for less than 1.0 FTE employees):
 Grades K-1=25, Grades 2-3=30, Grades 4-6=35

A stipend will be provided based on the chart below each semester to PDL Elementary classroom teachers when the class size exceeds the class size goal, based on the average monthly count completed on the first student day of each month October through January, and February through June.

1-2: \$850
 3-4: \$1,050
 5+: \$1,250

6. Counselor student workload: The workload of counselors will align with the state requirements for each program (P4, POA and PODS). The workload ratio requirements will be monitored throughout the year and when ratios are exceeded, consideration for additional staff will take place. A counselor may request a workload meeting with the program administrators and a PEA representative to discuss solutions if they believe his/her workload is excessive.
7. For purposes of Article 7, employees working within the P4, PODS and POA programs (including counselors), shall be considered their own “programs” (P4, PODS and POA) for Reassignment and Involuntary Transfers, but shall be grouped within the broader “employment category” of Secondary Teacher, Elementary Teacher, or Counselor for Reduction in Force.

PART IV - SUBSTITUTES

ARTICLE 33. SUBSTITUTES

Section 33.1 Application of Agreement

The provisions of this section apply only to represented substitutes as defined in Article 1. Only the sections of this Collective Bargaining Agreement specifically referred to in this Article shall be applied to substitute employees. The sections of this Agreement applying to substitutes shall be:

1. Student Calendar
2. Article 1 (Administration of Agreement, Section 1.2 only)
3. Article 2 (Payroll Deductions, Sections 2.4.1, 2.4.2 and 2.4.3 only)
4. Article 3 (Grievance Procedure)
5. Article 4 (Individual Rights, Section 4.1 only)
6. Article 5 (Staff Protection)
7. Article 6 (Controversial Issues)
8. Article 27 (Student Discipline)
9. Article 28 (Safe Working Conditions)

Section 33.2 Job Assignments

It is agreed that substitutes work on call and have no guarantee of employment on a day-to-day basis. When assigning substitutes on a daily basis the following factors will be the basis for selection: Principal or supervisor request, teacher request, reports of previous placements, formal training, certification, endorsements, previous substituting experience, immediate availability, demonstrated willingness to accept assignments, length of time with the District, and administrative convenience. Substitutes are responsible for carrying out their responsibilities as outlined in the Puyallup School District Substitute Teacher Handbook, including, but not limited to, following the teacher's lesson plan. The District shall notify substitutes of the handbook and shall make this accessible.

Section 33.3 Job Exclusion

The District may elect in which buildings and classrooms to utilize a substitute. A substitute may be excluded from a particular classroom upon request by the classroom teacher. A substitute will only be excluded from a particular building if a problem is not remediable as determined by the Principal. The Human Resources Department shall review any decision made by a building administrator to not use a specific substitute. However, only when the District decides to drop a substitute from its substitute list is that decision grievable and is grievable only to the extent there is no just cause. For this section, just cause shall include any material or significant breach of the duties of employees and substitutes, including those outlined in the Substitute Teacher Handbook, repeated parental complaints, exclusion from multiple schools and/or classrooms, insubordination, unprofessional conduct, or conduct which reasonable educators would consider detrimental to students or to their education.

Section 33.4 Compensation

Substitutes pay shall be 0.302% of the base salary for teachers. Senior substitutes shall be paid 103% of the regular substitute pay rate. A half-day (1/2) shall be defined as four (4) hours and paid at 54% of the regular substitute full day's pay. On the 20th day of work in a single continuing assignment, retroactive to the first day of the assignment, a substitute shall be paid at the per diem rate that employee would receive if paid on the salary schedule for regular employees. Further, when substitutes are placed in assignments known from the outset to extend more than 20 days, that per diem rate shall be paid from day one. Substitutes shall not be asked to leave a long-term assignment (20 days or more) in order to avoid working 20 continuous days and qualifying for the higher rate of pay. If an employee on a long-term assignment is absent due to illness or emergency leave, the substitute shall continue to be paid on the salary schedule for regular employees when able to return to work the assignment. Substitutes will be compensated for all work on the next month's regular payroll cycle.

Upon completion of the school year, substitutes shall receive one (1) of the following incentive bonuses: \$200 for working the equivalent of 50 full days, \$300 for working the equivalent of 70 full days, or \$400 for working the equivalent of 90 plus full days. Substitutes who work exclusively in assessment roles shall not be eligible for the incentive bonuses.

Section 33.5 Long Term Assignments

When filling a long-term assignment (anticipated to be 20 days or more), the District may: 1) elect to post the position, 2) select from its applicant pool, 3) retain in the position a substitute who can provide continuity for the program, or 4) fill the assignment from the substitute pool in the same manner as selection of daily job assignments. After working 90 days in a long-term assignment, substitutes may request that their building administrators or program supervisors complete a positive letter of recommendation for their files. The substitute shall have the option of having the letter placed in his/her personnel file.

Section 33.6 Length of Work Day

The length of the school day is 7.5 hours for substitutes. Except in the case of unusual circumstances, the substitute shall have the same planning time as the employee for which the substitute has been assigned. Substitutes expected to work beyond the 7.5-hour work day will be compensated at their extra hourly rate of pay. The hourly rate of pay will be based on a 7.5-hour work day and the individual substitute's classification. When a substitute teacher is asked to cover for another teacher during planning periods or when asked to teach during a planning period that has been "bought out," they shall receive additional compensation if they are working for the third day or more in a single assignment. The District shall provide a duty-free lunch for substitutes traveling between buildings, within a single assignment.

Section 33.7 Information Access

Each work site shall identify a mailbox for substitutes to receive copies of general correspondence. Each substitute shall be provided a weekly bulletin, if available, and each site will determine any other appropriate means of communicating staff information to substitutes. Substitute teachers shall be provided access to district email. Substitutes may, upon request through a scheduled appointment, review the contents of the substitute personnel files kept in the Education Service Center and the reports retained at the schools. Information regarding high-risk students shall be incorporated in the substitute folder. The District shall provide substitute teachers with permanent identification badges.

1
2 **Section 33.8 Required Training Support**

3 It is agreed that FBI and WSP fingerprint reports, and HIV/Hepatitis B training are conditions of employment,
4 and costs are to be assumed by any person seeking employment in the District. However, employees who
5 retire from the District and are eligible for rehire shall be automatically accepted into the substitute pool upon
6 request without application, interview, and FBI/WSP fingerprinting as long as there has been no break in
7 service from the time the employee retires to the time he/she joins the substitute pool. If the District requires
8 annual training or additional training of substitutes for specific assignments, the District agrees to compensate
9 substitutes using an hourly rate of pay, based on a proration of the daily substitute rate for attending such
10 training.

11
12 **Section 33.9 Senior Substitutes**

13 Employees who have retired from the District with proficient teaching performance and employees in the
14 layoff pool will be granted senior substitute status at their request. Any senior substitutes as of September 1,
15 2018 will be allowed to retain their senior substitute status, provided they abide by the expectations contained
16 in this article.

17
18 A person requesting “senior substitute status” must accept the assignment when offered unless:

- 19
20 1. The substitute is ill or caring for a dependent family member;
21
22 2. The substitute has not requested placement at this grade level (K-3, 4-6, 7-12) or in the subject
23 area of the assignment; or
24
25 3. The substitute has not requested one (1) week in advance to be excused from assignments
26 during the period of the assignment.
27

28 A Human Resources administrator may revoke the “senior substitute status” of a substitute who has been
29 excluded from multiple schools, per section 33.3, or who have not demonstrated satisfactory substitute
30 performance.
31

32 **PART V - MISCELLANEOUS**

33
34 **ARTICLE 34. SITE-BASED DECISION MAKING**
35

36 **Section 34.1 Main Elements**

37 The parties affirm a principle of modern management that recognizes some kinds of decisions in the operation
38 of an organization are best made by the individuals who actually provide a service. A site based decision-
39 making philosophy is comprised of three (3) main elements: 1) the decentralization and democratization of
40 appropriate building level decisions; 2) delegation of authority to the building Principal, the site staff and,
41 where appropriate, parents and community members at that school to make identified changes in the
42 instructional programs of the school which will improve the education being provided for the students; and
43 3) development of responsibility among site staff for the determination, execution, and evaluation of the
44 revised instructional program. Site-based decision making shall involve those who are affected by the
45 decision. Participation shall be direct or through representation of their choosing.
46

47 **Section 34.2 Staff Development**

48 Site-based decision making shall only address topics and actions that affect the instructional delivery system
49 of a specific school site and may include such items as staff development (building in-service), student
50 discipline, staff utilization, early release days, school goals, programs and priorities, and other building
51 instructional concerns, but excluding hiring decisions. Staff may at times be asked for their participation in
52 hiring processes, and their input and reactions to candidates may be solicited.

1
2 **Section 34.3 Violations**

3 Site-based decisions shall not violate Board policies, State law, or this Agreement.
4

5 **Section 34.4 Special Services**

6 Special Services staff members who have no school site to which they are attached per se, and/or no building
7 staff with whom they need to be involved regarding a particular site decision, shall for the purposes of this
8 Article be considered part of a site-based team assigned to the Special Services Office.
9

10 The Comprehensive School Improvement Planning (CSIP) Team will use data and applicable information to
11 determine student improvement needs and professional development opportunities. The team will design the
12 annual plan which includes the work to be accomplished and the time lines for implementation. Team
13 members will ensure that other staff members have been given an opportunity to give input. Following this
14 input, the building administrator, as the instructional leader, will direct and facilitate the work to be
15 accomplished.
16

17 Prior to the end of each school year, building staff will choose grade level/department representation to reflect
18 a cross-section of the diversity within the school and community. One (1) team member may be designated
19 as the representative for more than one grade level or department. Membership is to include at a minimum:
20 the building Principal, teachers, other support staff, and when appropriate, a parent (if available) and student.
21 The CSIP committee meetings and assigned work which extends beyond the 7.5-hour workday shall be
22 compensated at the professional hourly rate. The CSIP team will regularly communicate with and solicit input
23 from the staff to ensure maximum staff participation in school-wide learning improvement efforts.
24

25 **ARTICLE 35. TEACHER MENTORSHIP PROGRAM**
26

27 **Section 35.1. Teacher Assistance Program (TAP)**

28 If funded, the District will follow the listed criteria and processes in implementation of the Teacher Assistance
29 Program in accordance with (WAC 392-196) and the criteria specified.
30

31 1. Selection of Mentor and Beginning Teachers
32

33 It is recognized that funding may limit the participation of eligible teachers as per WAC 392-
34 196. Thus, selection of beginning teacher participants shall be based on their hiring seniority
35 and willingness to participate. In the event a beginning teacher is unable to participate, the
36 next eligible beginning teacher will be contacted by the building Principal for participation.
37

38 Mentor teachers must meet the criteria specified in the legislation and participation will be on
39 a voluntary basis. Mentor teacher selection will be based on: a) similarity of assignment to
40 the beginning teacher (i.e. same grade level and subject area) and b) a willingness to fully
41 participate in program seminars and related activities.
42

43 2. Funding and Compensation
44

45 The program will be funded through an allocation provided by the State. Compensation will
46 be based on 75% of the remaining funds to the mentor and 25% to the beginning teacher.
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1. Must hold a valid teaching certificate
2. A minimum three (3) years' experience
3. Must have received Proficient or Distinguished on most recent comprehensive evaluation

Mentees shall have the opportunity to meet with their assigned mentor during scheduled times throughout the school year and will be provided clock hours for this purpose.

Section 35.3 Job Alike Support

Employees new to the District and those who change program subject area, or grade level assignment will be provided with the opportunity to work with a worksite/job alike support person in their first year. Building administrators/Directors will make every effort to assign job alike mentors who share the same job title and/or worksite to act as support persons based on expressed interest, experience, job assignment, and needs of the employee. In unique circumstances, an Instructional Coach may serve as a job alike support mentor for certificated staff. Support persons will provide support directly to an assigned employee new to the District or those who change program or subject area assignment on a day to day, as needed basis. Up to 7.5 hours of release time shall be provided for the employee and/or support person to use for observations. In addition, support persons shall be compensated for up to 30 hours at the professional rate for time spent outside the workday on this assignment.

For the Association:

Bob Horton
PEA President

Date

Memorandums of Agreement
Puyallup School District and the Puyallup Education Association (PEA)

Response to Intervention Committee

Response to Intervention (RTI) is multi-tiered support system that focuses on building essential and specific skills to allow for student success and growth. The District and the Association agree that this multi-tiered approach is critical, and that each building in our district needs to have flexibility to implement their RTI Plan. A joint committee consisting of no more than seven participants each from PEA and the District will meet during 2021-22 to:

- Review the most recent research surrounding the philosophy and implementation of RTI models
- Identify Universal Screening and Progress monitoring tools
- Develop data collection tools to help support teachers track growth and success of these specific skills
- Make recommendations for group size, frequency and duration of intervention, and training for the professionals providing the intervention.
- Develop a building matrix to help PSD identify if a specific site's plan has been successful.
- Develop a feedback loop that allows the District to redirect an RTI plan for those schools that the building matrix identifies as unsuccessful, and then allows for inter-building collaboration to allow for modifications based on the successful gains from other sites to provide equity for all students.

PEA representatives will be appointed by the PEA President and will be compensated at the professional rate for committee meetings and work required by the committee chair outside the seven and one half (7.5) hour workday. The District shall pay for the cost of the necessary substitutes for members of the committee if meetings are held during the workday.

Any recommendations that impact the CBA/provisions regarding RTI will be brought back to the bargaining teams for consideration.

Elementary Specialists Committee:

The District and Association agree that the elementary school specialist model needs review. A joint committee consisting of no more than seven participants each from PEA and the District will meet during the 2021-22 school year to review the elementary school specialist model. The purpose of the committee is to review program relevance, delivery, planning time impacts, and sustainability. Participating employees will be appointed by the PEA President and will be compensated at the professional rate for committee meetings and work required by the committee chair outside the seven and one half (7.5) hour workday. The District shall pay for the cost of the necessary substitutes for members of the committee if meetings are held during the workday.

2021-22 Designated Substitutes:

If the District chooses to assign Designated In-Building Substitutes who are not given a contract, the substitutes assigned shall be entitled to the following:

- Employees are eligible for per diem pay on day 1 of their designated substitute assignment (rather than waiting for the completion of 20 days, per section 33.4)
- Employees will attend and be compensated for all supplemental days that occur while they are serving as a designated substitute
- Employees will be assigned a laptop to use for the duration of the designated substitute assignment

2021-22 Extra Supplemental Day:

Background:

The COVID-19 pandemic has created unique challenges for students, staff and families since the pandemic's onset in the spring of 2020. As we begin the 2021-22 school year, the parties recognize a need for staff to connect with families to create a welcoming start to the new year.

Agreement:

The parties agree that one (1) additional supplemental day will be added to the certificated calendar:

- For Elementary staff: August 31, 2021 will be designated on the work calendar as an additional supplemental day for Family Connection Conferences. In collaboration with the building administrator and in alignment with dates for reopening schools, employees may begin to schedule and hold these meetings as early as agreed upon by the site leadership team and administration with completion by September 10. Conferences may be scheduled either virtually or onsite at the choice of the employee, based on what works best for each family.

Employees will be paid 7.5 hours for this extra day, in alignment with Section 18.3, to plan, prepare, and confer with families.

The amount of time for each conference will be dependent on the number of students that each employee has on their roster. Family Connection Conferences will take the place of the traditional "meet and greet" that all elementary schools participated in previously on the afternoon/evening of the 181st day.

- For Secondary staff: August 31, 2021 will be designated on the work calendar as an additional supplemental day. Half of this day (3.5 hours) will be used to compensate employees for attending a back-to-school night in the fall and the other half of this day (3.5 hours) will be used for employees to complete an asynchronous de-escalation training between September 2 and November 25, 2021.

All secondary schools will plan an on campus experience for students on the 181st day. This experience will follow the traditional start and end times associated with a 2.5-hour early release day.

Employees hired after these connection days have occurred will not be entitled to this additional Supplemental Day of pay.

This agreement shall expire June 30, 2022.

2021-22 Evaluations:

OSPI has provided updated guidance regarding Teacher and Principal evaluations for 2021-2022: *"We will be returning to full Comprehensive evaluations, with three Student Growth Goals, for 2021-2022."*

OSPI is refining Student Growth Goal rubrics for 3.2 and 6.2 based on user feedback and developing new Student Growth Goal rubrics for 3.1., 6.1, and 8.1. OSPI will be releasing the new rubric language, tools, and resources in July/August 2021, with additional resources released throughout the school year.

OSPI has also given school districts the choice to “fully implement, partially implement or wait on implementing the changes in 2021-2022.” Full implementation of this guidance will be required for the 2022-2023 school year.

The parties have agreed to wait on implementing these changes until the 2022-2023 school year.

Certificated Evaluations for the Puyallup School District for the 2021-2022 school year will be completed in accordance with the Collective Bargaining Agreement and guidance from OSPI.

2021-22 Conference Release Days Pilot Program (Article 17):

The parties will meet in April of 2022 to discuss the pilot, review applicable data collected and discuss conferencing moving forward.

10. Conference Release Days. All students will be released from school 150 minutes early on the following days for conferencing with families:

- A. October: one (1) day
- B. December: one (1) day (exchange)
- C. March: one (1) day
- D. April: one (1) day

Elementary school employees are expected to confer with all families once during first semester (October-November) and once with families of students showing unsatisfactory growth as determined by the teacher’s professional judgment (March-May). Upon mutual agreement between the employee and family, conferences may be held in-person or remotely (i.e. video conferencing, phone, or email exchange).

Secondary school employees are expected to confer with families in any semester their student is at risk of not getting credit/failing. The conference window for secondary will be October-November and March-April.

Evening conferences may be scheduled at each site to accommodate families. Each building may schedule one (1) evening conference date per semester. A Principal or designee will be present at the building evening conferences. Needs related to planning for night evening conferences (i.e. heat, lighting) should be communicated to the Principal or designee.

When a building-wide evening conference is held, Principals shall compensate employees by allowing them to leave an equal amount of time early on another early release conference workday.

Counselor Committee:

Given the passage of SB 5030 and it being signed into law on July 25, 2021, the District and the Association agree that the counselor model presently used needs to be reviewed.

The committee will bring recommendations to the District for consideration of its development of a written comprehensive school counseling program following a national recognized counselor framework.

1 A joint committee consisting of no more than seven participants each from the District and PEA will meet
2 during the 2021-2022 school year to review the current counseling model.

3
4 Participating employees will be appointed by the PEA President and will be compensated at the professional
5 rate for committee meetings and work required by the committee chair outside the seven and one half (7.5)
6 hour workday. The District shall pay for the cost of necessary substitutes for members of the committee if
7 meetings are held during the workday.

8
9
10 **Digital Learning (Article 32):**

11
12 In light of the expansion of the PDL digital learning program, the parties agree to review Article 32, Digital
13 Learning, in the 2022-23 school year, which may include recommendations to the bargaining teams for
14 consideration.

15
16
17 **On-Time Graduation Specialists (OTGS) (Section 23.8):**

18 In light of the new counselor legislation, the parties agree to review Section 23.8 On-Time Graduation
19 Specialists (OTGS), in labor management during the 2021-22 school year, for needed modifications.

Puyallup School District 2021-22 PEA Salary Schedule		Annual Salary 180 DAYS, 6 SUPPLEMENTAL DAYS & 3 PROF DEV DAYS*						
Years of Experience		BA	BA+15	BA+30	BA+45	BA+90 MA	MA+45	MA+90 PHD
0	Base Salary	54,736	55,830	56,946	58,086	61,571	65,265	69,181
	Professional Development Days (PDD)	912	931	949	968	1,026	1,088	1,153
	Supplemental Days (BTS)	1,825	1,861	1,898	1,936	2,052	2,175	2,306
	Total	57,473	58,622	59,793	60,990	64,649	68,528	72,640
1	Base Salary	55,989	57,108	58,251	59,416	62,980	66,759	70,764
	Professional Development Days (PDD)	933	952	971	990	1,050	1,113	1,179
	Supplemental Days (BTS)	1,866	1,904	1,942	1,981	2,099	2,225	2,359
	Total	58,788	59,964	61,164	62,387	66,129	70,097	74,302
2	Base Salary	57,271	58,416	59,584	60,776	64,423	68,288	72,385
	Professional Development Days (PDD)	955	974	993	1,013	1,074	1,138	1,206
	Supplemental Days (BTS)	1,909	1,947	1,986	2,026	2,147	2,276	2,413
	Total	60,135	61,337	62,563	63,815	67,644	71,702	76,004
3	Base Salary	58,583	59,753	60,949	62,168	65,899	69,852	74,044
	Professional Development Days (PDD)	976	996	1,016	1,036	1,098	1,164	1,234
	Supplemental Days (BTS)	1,953	1,992	2,032	2,072	2,197	2,328	2,468
	Total	61,512	62,741	63,997	65,276	69,194	73,344	77,746
4	Base Salary	59,924	61,123	62,345	63,592	67,407	71,452	75,739
	Professional Development Days (PDD)	999	1,019	1,039	1,060	1,123	1,191	1,262
	Supplemental Days (BTS)	1,997	2,037	2,078	2,120	2,247	2,382	2,525
	Total	62,920	64,179	65,462	66,772	70,777	75,025	79,526
5	Base Salary	61,296	62,522	63,773	65,048	68,951	73,088	77,474
	Professional Development Days (PDD)	1,022	1,042	1,063	1,084	1,149	1,218	1,291
	Supplemental Days (BTS)	2,043	2,084	2,126	2,168	2,298	2,436	2,582
	Total	64,361	65,648	66,962	68,300	72,398	76,742	81,347
6	Base Salary	62,699	63,954	65,232	66,537	70,530	74,762	79,248
	Professional Development Days (PDD)	1,045	1,066	1,087	1,109	1,176	1,246	1,321
	Supplemental Days (BTS)	2,090	2,132	2,174	2,218	2,351	2,492	2,642
	Total	65,834	67,152	68,493	69,864	74,057	78,500	83,211
7	Base Salary	64,136	65,419	66,726	68,062	72,145	76,474	81,061
	Professional Development Days (PDD)	1,069	1,090	1,112	1,134	1,202	1,275	1,351
	Supplemental Days (BTS)	2,138	2,181	2,224	2,269	2,405	2,549	2,702
	Total	67,343	68,690	70,062	71,465	75,752	80,298	85,114
8	Base Salary	65,605	66,916	68,254	69,620	73,798	78,225	82,919
	Professional Development Days (PDD)	1,093	1,115	1,138	1,160	1,230	1,304	1,382
	Supplemental Days (BTS)	2,187	2,231	2,275	2,321	2,460	2,607	2,764
	Total	68,885	70,262	71,667	73,101	77,488	82,136	87,065
9	Base Salary	65,605	66,916	69,818	71,214	75,487	80,015	84,817
	Professional Development Days (PDD)	1,093	1,115	1,164	1,187	1,258	1,334	1,414
	Supplemental Days (BTS)	2,187	2,231	2,327	2,374	2,516	2,667	2,827
	Total	68,885	70,262	73,309	74,775	79,261	84,016	89,058
10	Base Salary	65,605	66,916	71,913	73,351	77,752	82,417	87,362
	Professional Development Days (PDD)	1,093	1,115	1,199	1,223	1,296	1,374	1,456
	Supplemental Days (BTS)	2,187	2,231	2,397	2,445	2,592	2,747	2,912
	Total	68,885	70,262	75,509	77,019	81,640	86,538	91,730
11	Base Salary	65,605	66,916	71,913	75,551	80,084	84,890	89,982
	Professional Development Days (PDD)	1,093	1,115	1,199	1,259	1,335	1,415	1,500
	Supplemental Days (BTS)	2,187	2,231	2,397	2,518	2,669	2,830	2,999
	Total	68,885	70,262	75,509	79,328	84,088	89,135	94,481
12	Base Salary	65,605	66,916	71,913	77,818	82,486	87,435	92,682
	Professional Development Days (PDD)	1,093	1,115	1,199	1,297	1,375	1,457	1,545
	Supplemental Days (BTS)	2,187	2,231	2,397	2,594	2,750	2,915	3,089
	Total	68,885	70,262	75,509	81,709	86,611	91,807	97,316

Puyallup School District 2021-22 PEA Salary Schedule		Annual Salary <i>180 DAYS, 6 SUPPLEMENTAL DAYS & 3 PROF DEV DAYS*</i>						
Years of Experience		BA	BA+15	BA+30	BA+45	BA+90 MA	MA+45	MA+90 PHD
13	Base Salary	65,605	66,916	71,913	77,818	84,961	90,059	95,463
	Professional Development Days (PDD)	1,093	1,115	1,199	1,297	1,416	1,501	1,591
	Supplemental Days (BTS)	2,187	2,231	2,397	2,594	2,832	3,002	3,182
	Total	68,885	70,262	75,509	81,709	89,209	94,562	100,236
14	Base Salary	65,605	66,916	71,913	77,818	87,511	92,761	98,326
	Professional Development Days (PDD)	1,093	1,115	1,199	1,297	1,459	1,546	1,639
	Supplemental Days (BTS)	2,187	2,231	2,397	2,594	2,917	3,092	3,278
	Total	68,885	70,262	75,509	81,709	91,887	97,399	103,243
15	Base Salary	65,605	66,916	71,913	77,818	91,448	96,935	102,752
	Professional Development Days (PDD)	1,093	1,115	1,199	1,297	1,524	1,616	1,713
	Supplemental Days (BTS)	2,187	2,231	2,397	2,594	3,048	3,231	3,425
	Total	68,885	70,262	75,509	81,709	96,020	101,782	107,890
16 +	Base Salary	65,605	66,916	71,913	77,818	95,655	101,395	106,266
	Professional Development Days (PDD)	1,093	1,115	1,199	1,297	1,594	1,690	1,771
	Supplemental Days (BTS)	2,187	2,231	2,397	2,594	3,188	3,380	3,542
	Retention Incentive	-	-	-	-	-	-	1,100
	Total	68,885	70,262	75,509	81,709	100,437	106,465	112,679
\$5000 annual stipend will be added for employees holding Doctorate degrees								
Educational credits must be from Accredited Universities								
<i>*Professional Development Days: Two (2) days per section 18.4, and one (1) day per MOU for Family Connections work in 2021-22 only.</i>								

**PUYALLUP SCHOOL DISTRICT
ADDITIONAL ASSIGNMENT SCHEDULE
SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022**

	\$ 313.60	APPENDIX B
HIGH SCHOOL		
Activity Coordinator ¹	15.30	\$4,798
Annual	14.60	\$4,578
Band ³	20.10	\$6,303
Chorus	17.70	\$5,551
Debate - Head	17.70	\$5,551
Debate - Assistant	9.67	\$3,032
Drama	14.60	\$4,578
Journalism	14.60	\$4,578
Orchestra	12.74	\$3,995
Musical Production ²	15.00	\$4,704
Stage	12.60	\$3,951
JUNIOR HIGH SCHOOL		
Activity Coordinator	11.20	\$3,512
Annual/Journalism	11.20	\$3,512
Intramural Coordinator (<i>3 per school</i>)	N/A	\$1,000
Band	11.20	\$3,512
Chorus	11.20	\$3,512
Drama	11.20	\$3,512
Athletic Coordinator	N/A	\$5,500
Orchestra	11.20	\$3,512
ELEMENTARY		
Chorus - Fall	2.50	\$784
Chorus - Fall/Spring	5.00	\$1,568
Chorus - Full Year	7.50	\$2,352
Gordon Golliet Spring Track Meet	6.00	\$1,882
Building Track Meet Coordinator	2.00	\$627
Math Relay	3.50	\$1,098
Building STEM Showcase Coordinator	3.50	\$1,098
DISTRICT-WIDE		
WIN (wellness) Coordinator	8.50	\$2,666
District STEM Coordinator	8.50	\$2,666
District STEM Showcase Coordinator (4)	10.50	\$3,293

Stipends paid on this schedule shall not be split without the consent of the staff members directly involved.

Stipends on this schedule are dependent on the District's continuation of the program/activity.

Prior to the District exercising its authority to not fill a position(s) on Appendix B, the District will meet with Association representatives to collaboratively discuss and explore any and all options.

¹ High School Activity Coordinators shall receive three (3) additional days at their per diem rate.

² To be used by the school producing a musical and divided among those participating.

³ Senior High Band will receive an additional \$100 stipend for participation in each additional post season game.

For large and/or off campus student events, the supervising teacher will work with the building administrator to ensure appropriate student supervision coverage at the event.

Stipends on this schedule may include a variety of responsibilities, such as:

- Providing opportunities for students to engage in activities outside of core content learning
- Designing, planning, scheduling, and recruiting participants
- Supervising students at events, performances, competitions, etc.
- Serving as communication liaison between school and families/community

Revised: 9/21/2021

APPENDIX C: BUILDING STIPENDS PUYALLUP SCHOOL DISTRICT

Each large elementary (400 FTE students) will receive \$8,000, each regular elementary and Walker High School will receive \$7,000, and each secondary school will receive \$13,000 in additional stipends to allocate as building needs dictate, including intramurals. These sums shall not be divided into sums smaller than \$400.00, and any such funds unused may be pooled between the schools. Each building staff shall determine the distribution of said allocations, except that these funds will not be used to pay for stipends for interscholastic athletics established after the effective date of this contract.

Each Junior High School shall be allocated \$7,500 to provide before and after school student supervision. Each building staff shall determine the distribution of said allocations. Stipends shall not be less than \$500 and will be offered to staff on a voluntary basis.

Prior to the District adjusting any of the aforementioned allocations, District representatives will meet with Association representatives to negotiate options.

Stipends provided from these building funds may include a variety of responsibilities, such as:

- Developing programs for student extracurricular engagement and participation to support social development
- Leading activities that foster a safe, positive learning environment for students
- Providing supplemental instructional, assessment, or operational support at the building level in alignment with the School Improvement Plan, inclusionary practices, and/or other supports as deemed by the stipend committee.

**PUYALLUP SCHOOL DISTRICT
BUILDING DEPARTMENT COORDINATORS
SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022**

	\$	313.60	APPENDIX D
HIGH SCHOOL (ERHS, RHS and PHS)			
HS Art - Visual & Performing	5.5	\$1,725	
HS Counseling	4	\$1,254	
HS CTE (3 per school, from separate pathway areas)	4.5	\$1,411	
HS LA	8.5	\$2,666	
HS Math	8.5	\$2,666	
HS PE	5.5	\$1,725	
HS Science	8.5	\$2,666	
HS Social Studies	8.5	\$2,666	
HS Special Education	5.5	\$1,725	
HS World Languages	4.5	\$1,411	
HIGH SCHOOL (WHS)			
WHS Math	5.5	\$1,725	
WHS Science	5.5	\$1,725	
WHS LA	5.5	\$1,725	
WHS Social Studies	5.5	\$1,725	
DIGITAL LEARNING (PDL)			
PDL Math	5.5	\$1,725	
PDL Science	5.5	\$1,725	
PDL LA	5.5	\$1,725	
PDL Social Studies	5.5	\$1,725	
JUNIOR HIGH SCHOOL			
JH Art - Visual & Performing	4.5	\$1,411	
JH CTE	4.5	\$1,411	
JH LA	5.5	\$1,725	
JH Math	5.5	\$1,725	
JH Science	5.5	\$1,725	
JH PE	4.5	\$1,411	
JH Social Studies	5.5	\$1,725	
JH Special Education	4.5	\$1,411	
DISTRICT-WIDE			
HS Counseling Coordinator (including WHS and PDL)	4.0	\$1,254	
JH Counseling Coordinator	4.0	\$1,254	
Elementary Counseling Coordinator	4.0	\$1,254	

The money allocated to this Appendix may be used for positions identified in this Appendix if such positions are assigned to employees or upon annual agreement of the staff, some or all of the money may be used to pay employees to perform work related to the areas identified in this Appendix.

All stipends include required attendance (and mileage/costs) to attend up to five District level meetings each school year, as scheduled by District Administrators.

Stipends on this schedule may include a variety of responsibilities, such as:

- Leading Department area meetings
- Participating in building leadership meetings with administration
- Serving as teacher-administration liaison in site-based decision-making process
- Attending district level content area meetings
- Managing department budget and inventory
- Aligning department/content areas grading and assessment practices
- Organizing and conduct performances/programs (e.g.: Choir, drama, athletics)

Revised: 09/21/2021

APPENDIX E: YEARS OF EXPERIENCE PUYALLUP SCHOOL DISTRICT

Years of experience means the number of years of full-time and part-time professional education employment as of August 31 prior to the current "snapshot" date.

Professional education experience is limited to the following [WAC 392-121-264]:

1. Employment in public or private preschools or elementary and secondary schools in positions which require certification;
2. Employment in public or private vocational-technical schools, community/junior colleges, colleges, and universities in positions comparable to those which require certification in the common schools;
3. Employment in educational institutions in any professional position, including but not limited to, C.P.A., architect, business manager, physician, if employment is in an education agency or institution such as an ESD, OSPI, or the United States Department of Education;

Educational agency or institution, as interpreted for this purpose, means a governmental agency administratively responsible for providing public elementary and/or secondary instruction or educational support services. This does not include school districts nor is it likely to include any agency below the level of a regional education agency such as an ESD.

4. Experience in the following areas if recognized by the district for placement on the district salary schedule:
 - a) Military, Peace Corps, or Vista service which interrupted professional employment;
 - b) Sabbatical leave; and
 - c) For vocational instructors who hold no degree, up to a maximum of six (6) years of management experience acquired after the instructor meets the minimum vocational certification requirements.

1 **NOTES:**

- 2
- 3 • Employment may be in Washington, out-of-state, or in a foreign country.
- 4
- 5 • Document years of experience in the employee's file on a letter or any other document that
- 6 provides evidence of employment, including dates of employment [WAC 392-121-280(3)].
- 7
- 8 • Report all years of experience including those beyond the experience limit of the district's
- 9 salary schedule [WAC 392-121-264].
- 10
- 11 • The traditional nine-month academic year is considered as one school year. Count no more
- 12 than one year of experience for any 12-month period [WAC 392-121-264].
- 13
- 14 • Accumulate full- and part-time employment to three (3) decimals and report in tenths of school
- 15 years [WAC 392-121-215] and [WAC 392-121-264].
- 16
- 17 • Report substitute days as part-time professional education employment. Calculate years of
- 18 experience for substitute days, summer school and extended school year days by dividing the
- 19 accumulated number of full-time days by 180 and rounding to the nearest tenth. Report partial
- 20 substitute days as part-time professional education employment by dividing the part of the day
- 21 worked by the full day as determined by the district and rounded to the nearest tenth of a day
- 22 [WAC 392-121-264].
- 23

EXAMPLE

A person worked 87 days full-time one year, 180 days half-time the second year, and 100 days full-time the third year. A full year in the District is 180 days. District files record this experience as .483 FTE + .500 FTE + .556 FTE = 1.539 FTE. Report 1.5 years of experience.

**APPENDIX F: JOB SHARE GUIDELINES
PUYALLUP SCHOOL DISTRICT**

1. What is the difference between a part-time position, a part-year position and a job share position?	A part-time position is funded as a fraction of a full-time single position, for example, a .5 FTE. A part-year position is a position that is for less than 180 days and, therefore, is reported as a fraction of an FTE, i.e., 160 divided by 180 would be a .89 FTE. A job share exists when two people share the responsibilities of one full-time position at their request.
2. What is the difference in benefits between job share and part-time positions?	Part-time employees will receive a prorated allocation as agreed upon by the District and the bargaining unit. Job share staff will be eligible to share 1 benefit allocation on a prorated basis. In job sharing situations, the two staff members will each receive their respective FTE times the amount of base compensation for which they would qualify in a full-time position.
3. What about planning/release, the 181st Day and staff meetings?	Planning and release days are prorated based on the job share FTE. Job share partners shall attend all State Funded Professional Development Days and Supplemental Days. One member of the team must attend building planning days and staff meetings. Both members are responsible for keeping abreast of building discussions, issues and concerns.
4. Is the District obligated to share a position?	The District is obligated to consider job sharing when there is an open position.
5. How does one get permission to job share?	Job Share Application forms are available in Personnel. One application is to be completed by each team. All applications for reassignment in a building must be submitted in time to be approved no later than May 1 of the preceding school year, provided however, applications that cause no “domino effect” may be submitted any time before the first student day. Applications for open positions will follow the same timelines required for transfers outlined in the Staffing Article of the Collective Bargaining Agreement.
6. What must be done before a job share request is approved?	<ul style="list-style-type: none"> a) Individuals interested in being reassigned to a job-sharing position must identify a job share partner within the current ranks of provisional and continuing District staff who is acceptable to the building Principal. If no job share partner is found in the ranks of current employees, the job share is posted. b) The potential job share team must then identify the position they wish to share. c) The Job Share Application form must be completed by the team requesting the job share, approved or disapproved by the Principal and returned to the Personnel Office for review.
7. Can a job share team work alternating weeks?	Alternating weeks if approved by a Principal and District designee.
8. Who authorizes a job share?	The Director of Human Resources will authorize a job share after reviewing the recommendation of the building Principal.

9. What will be the basis for consideration of job share requests?	The consideration will be based on administrative and program needs. The District will maintain a limited number of job share opportunities per building depending on the number of administrators, staff and special programs. If a job share application is rejected, a written rationale for the denial will be provided if requested.
10. What happens to an individual's contract when job sharing?	The individual retains the present year FTE and will be placed on leave for the portion of the FTE being shared, e.g., 1.0 FTE equals .5 leave and .5 assigned.
11. How long is a position job shared?	One school year. Job share teams will have the opportunity to reapply in the following spring.
12. Can a job share be started mid-year?	The creation of job shares mid-year would be most unusual. All requests to be reassigned to a job share must be submitted pursuant to guideline #5.
13. Can job shared teams trade scheduled days?	Yes, with prior approval of the building administrator.
14. Can one team member substitute for another team member?	Yes. The request must be made through the Substitute Office and the pay for substituting will be at the regular substitute rate.
15. To whom is the job share position assigned?	<p>a) Where a position already belongs to one team member, it remains that member's position when the job share team dissolves.</p> <p>b) Where a position is "open," it shall be assigned to the senior member of the team (by building and then by District seniority).</p>
16. What happens when both members want to end the job share?	The person whose position was shared retains the position unless staff reduction provisions of the contract have been implemented. The other member may remain in the building if there is a position available; otherwise, that member must transfer. If one or both members of a team wish to job share with new partners, the application process must start over again.
17. Is special consideration for continued job sharing given to anyone?	Yes. Special consideration is given to job share teams that were in existence prior to the 1993-94 school year because at the time of the creation of those teams, the guidelines were not in place.