

COLLECTIVE BARGAINING AGREEMENT

**PUYALLUP SCHOOL DISTRICT NO. 3
AND
PUYALLUP EDUCATION ASSOCIATION**

SEPTEMBER 1, 2024 TO AUGUST 31, 2026

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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, 2026. 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.

Section 1.5 Savings Clause

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

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

Section 1.6 Funding

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

Section 1.7 Distribution

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

Section 1.8 Subcontracting

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

ARTICLE 2. ASSOCIATION RIGHTS

Section 2.1 Cooperation

Section 2.1.1 Availability of Information

The names, home mailing address, home and cell phone numbers, personal email address, work assignment, work location, work email address, hire date, and salary information of employees shall be provided to the President of the Association mid-month, and again after the completion of final payroll.

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

Section 2.1.2 Labor Management Meetings

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

Section 2.1.3 Electronic Communication

All employees, including the Association President, shall be provided with email addresses. The President's email address shall be made available to all staff and the Association President shall be included on the "All-District" email communications lists. The PEA President shall have access to District Learning Management Systems. Members of the Association shall be permitted to use the District 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 or meetings shall be billed to provide full reimbursement to the District for salaries and employer costs paid (for both the employee's absence and the cost of the substitute, including the hourly rate, employer FICA costs, Workers' Compensation, and retirement compensation if applicable).
- 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.

Section 2.3 Association Release Time

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

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

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

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

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

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

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

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 all district business days.
- 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. Employees may have a representative join them at any grievance meeting.

- 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. Every effort shall be made to resolve the grievance at this level. An employee must notify their immediate supervisor of a grievance within 30 days of their

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 informally at Step 1 it may be presented as a written grievance by the grievant and/or their designated association representative to the appropriate administrator and Human Resources within ten (10) 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. Human Resources will determine the appropriate administrator to hear the grievance. The assigned 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 Human Resources, 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 designee within ten (10) days of the receipt of the written response. The Superintendent or designee shall arrange for a meeting with the grievant through the association representative within five (5) days of receipt of the written appeal. The meeting date, time, and location shall be mutually agreeable to all parties. Upon conclusion of the meeting, the Superintendent or designee 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 20 days after receipt of the Step 3 decision, 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.
- E. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. The Association and the District recognize that confidentiality and good faith are key elements to a successful grievance procedure. Accordingly, both pledge themselves to participate in good faith in the execution of this procedure and to hold all matters pertaining thereto in confidence and to admonish and require all parties involved to limit the number of additional persons knowing of the grievance to those necessary to a successful resolution and/or implementation.

ARTICLE 4. INDIVIDUAL RIGHTS

Section 4.1 Rights of Citizenship and Nondiscrimination

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

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

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

Section 4.2 Just Cause

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

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

Section 4.3 Right to Representation

In accordance with the law, all employees have the right to Association representation at any meeting they reasonably believe could lead to disciplinary action. When an administrator reasonably expects that a meeting may lead to disciplinary action against an employee, the administrator shall advise the employee of their right to representation prior to discussing the matter with the employee. All employees have the right to stop any such meeting to obtain such representation. The specific grounds forming the basis for disciplinary action shall be made available to the employee and to the Association in writing if requested. In the event that an allegation of misconduct is investigated and not supported by the available evidence, such records shall be retained by the District to substantiate that a thorough investigation was conducted and concluded.

Section 4.4 Personnel File and Complaints

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

Section 4.4.1 Derogatory Materials

No derogatory materials concerning the employee's conduct, service, character, or personality shall be placed in any file unless an employee has had an opportunity to read and respond to them within 30

business days. The employee shall acknowledge having read such material by affixing their signature to the copy to be filed. The employee shall have the right to write their version of the incident or occurrence, and have the statement permanently attached to the original document.

Section 4.4.2 Complaints

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

Section 4.5 Administrative Leave

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

The employee shall be notified of the decision to place them on administrative leave in a respectful, private and discreet manner, whenever reasonably possible with a face-to-face conversation at the end of the employee's workday.

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

ARTICLE 5. STAFF PROTECTION

Section 5.1 Coverage

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

Section 5.2 Hold Harmless

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

Section 5.3 Workers' Compensation (RTW Program)

Employees covered by Workers' Compensation and State Industrial Insurance laws shall, upon loss of time due to a job-related injury or illness and after establishment of eligibility for such benefits, make a decision regarding use of accumulated regular illness, injury, or emergency leave. Provided further that if the employee has exhausted all sick leave prior to the effective date of the beginning of the Workers' Compensation eligibility, the District will provide up to three (3) additional days of leave or whatever portion thereof is needed. Employees may choose to supplement disability payments from Puget Sound Workers' Compensation Trust with a proportionate share of accrued leave to equal a normal day of pay, choose to receive a full day of appropriate accrued leave benefits in addition to the disability payment, or receive only disability payments from Puget Sound Workers' Compensation Trust. The Director of Risk Management will provide an election form when notified of the job-related injury or illness.

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

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

Section 5.4 Personal Property

When employees use personal property for necessary work-related use with appropriate safeguards against loss or damage, the District shall provide insurance to protect the property from loss or damage to a maximum of \$2,000 total value per individual. Such insurance protection shall apply only to items approved annually through the District Risk office. Prior to the first student day of each year, the District Risk office will communicate the process for approval to all employees. Items totaling more than \$2,000 need prior approval of the Superintendent or designee. Such approval must also be sought each school year and in no case extend beyond the third day after the school year ends.

Section 5.5 Vehicle Damage

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

Section 5.6 Assault or Physical Harm

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

ARTICLE 6. TEACHING OF CONTROVERSIAL ISSUES

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

Consistent with accepted professional standards and practices, all pupils shall have an opportunity to learn and employees to teach, relevant to the course content, to find facts, to collect factual materials, to organize factual materials, to interpret factual materials, to examine attitudes, to survey prejudices, to note appeals, to rethink assumptions, and to consider what ought to be as well as what is, and to generalize upon the basis of this material. Employees, including librarians, who teach any subject area tied to a content area standard, or

select materials that reflect diverse experiences, or express views that are in alignment with the District's non-discrimination policy, shall not be subject to discipline for potential controversy resulting from presenting content as fact or including materials that are in line with district policy.

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

ARTICLE 7. STAFFING: REASSIGNMENT, TRANSFER (VOLUNTARY AND INVOLUNTARY), LAYOFF AND RECALL

Section 7.1 Terms

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

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

"Program" for the purpose of this article includes the following areas: Library, Elementary Health and Fitness, K-12 Music, Career-Technical Education, Occupational Therapists, Physical Therapists, Speech Language Pathologists, Psychologists, Dual Language, Deaf and Hard of Hearing, Developmental Kindergarten, Transition to Kindergarten, MLE, Summit/IAES, BEST, Advance, Excel, WRAP, Early Childhood Special Education (ECSE/preschool), Resource, Support Centers, 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 their 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 on or before October 1 and as documented in the Human Resources Office by November 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) workdays 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 hiring administrator may elect to invite employees from the building to participate as a member of the interview team. The hiring administrator 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.

Employees must be on a continuing contract to be eligible to be considered as an internal bidder.

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 their 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 workday 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) workdays 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

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, Transition to Kindergarten, Dual Language, MLE, Deaf and Hard of Hearing, Elementary Health and Fitness, K-12 Music, Career-Technical Education, Summit/IAES, BEST, 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 five (5) 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.
- F. When an employee is involuntarily transferred to a new subject area, grade level, special program or service area, release time for appropriate observations of other employees will be arranged.
- G. In instances where teaching positions within a building are combined or where declining enrollment in separate buildings causes the combining of teaching positions, the Principal and the employees involved who are qualified to meet the identified instructional needs will attempt to arrive at a mutually acceptable identification of who will fill the respective positions. If the employees cannot agree, the employee with the greatest State seniority will be given their choice of the remaining position(s) or of being identified as an involuntary transferee. The aforementioned process will be followed going from the most senior to the least senior employee, until no positions remain. In the case where none of the employees involved are interested in the remaining positions, said positions shall be awarded to the employee(s) with the least length of service in the State.

If the district collapses a classroom, resulting in an elementary teacher teaching a different grade level, the instructional leadership team and Principal will provide appropriate transitional supports to the teacher during the week of the involuntary transition.

Section 7.5.2 Transferred Involuntarily with Conflict

Employees may be transferred involuntarily for valid educational reasons when continuation in the assignment is detrimental to the program and/or employees due to serious conflict between employees

or the employee and administration. Such valid educational reasons must be directly related to improving the learning/work environment or improving staff relationships and not for arbitrary or capricious reasons. Before the employee may be involuntarily transferred, the employee shall have been notified of those concerns by their immediate supervisor and shall be provided a reasonable opportunity/time to remediate the problem. The amount of time may vary depending on the situation. (e.g. employee(s) refuses the opportunity to remediate).

Prior to providing notice to the employee of the District's intention to implement such involuntary transfers above, the District and the Puyallup Education Association will meet and discuss the circumstances of, and necessity for, the proposed transfer.

An Association representative may make a request to the District in writing that an employee be transferred. Such written request shall include the reason(s) for the transfer. The District and the Association will meet and discuss the reasons for the request.

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

Section 7.6 Openings for Building Department Coordinators

Department staff may annually recommend a member of the department to act as department coordinator. Building administration may accept the recommendation or select another employee to serve as the department coordinator.

Section 7.7 Layoff and Recall

Section 7.7.1 Overview

Determination by the District that any employee of the District shall be laid off for the following school year by reason of financial necessity, including, but not limited to, levy failure or decreased State support, redirection, reduction, or reduced enrollment necessitating layoff or discontinuation of a position(s) including those resulting from termination or reduction of funding of categorically funded projects over and above attrition, shall be made pursuant to the provisions of this agreement, and shall be based upon financial resources available for the following school year.

- A. The term "layoff" as used herein refers to action by the District to reduce the number of employees in the District over and above attrition, and due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.
- B. Layoff of employees with valid contracts shall not be made during any school year. All layoffs shall commence at the end of the school year. In the event of layoff, the District shall provide written notice of non-renewal to all affected employees on or before the statutory notification date (usually May 15, unless the State has failed to adopt a budget). The Association shall be notified of the possibility of layoffs not later than April 15.
- C. The District shall make a thorough effort to secure cooperation and funding from local, State and Federal government and non-government resources. Copies of written reports submitted to the School Board detailing these efforts shall be provided to the Association.
- D. Retained programs and activities shall attempt to minimize the consequence of the reductions upon the student(s). Health and safety standards shall be maintained.

- E. Layoff of employees shall not occur unless the District can show there is a financial problem that would prevent the District from employing staff at the same level as the previous year, or there is a reduction in enrollment necessitating layoff over and above attrition, or there is discontinuation of a position(s) including those resulting from termination or reduction of funding categorically funded projects. The District shall provide the Association, upon its request, with a detailed report on the financial affairs of the District, including copies of documents related to said finances and information related thereto.

Section 7.7.2 Procedures for Staff Reduction

In the event that it is necessary to reduce the number of employees, those employees who will be retained to implement the District's reduced or modified program and those employees who will be terminated from employment or adversely affected in contract status will be identified by using the following procedures:

- A. Determination of Vacant Positions. The District will determine, as accurately as possible, the total number of staff leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year.
- B. Certification. Possession of any valid Washington State Certificate with the necessary endorsements which may be required by statute or administrative code for the position(s) under consideration shall be a prerequisite for retention.
- 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 (including K-6, and all elementary positions without unique endorsements as noted in #3 below).
 - 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
Bilingual Education

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 their 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 their 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.

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

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

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

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

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

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

ARTICLE 8. RELEASE FROM CONTRACT

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

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

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 2017-18 "S-275" instructions (until replaced by new written instructions from OSPI). 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. Placement of CTE staff is determined by Human Resources by an analysis of the employee's certification, degree (if applicable), vocational experience and non-degree credits.

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 in which they leave 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.

Section 9.4 Part-Time Contracts

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

Section 9.5 Supplemental Contracts

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

For Additional Assignment Schedules, see the Appendices.

Section 9.6 Mid-Contract Increase

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

ARTICLE 10. INSURANCE BENEFITS

Section 10.1 Insurance

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

Section 10.2 Benefit Termination

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

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

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

ARTICLE 11. TRAVEL, TIME, AND REIMBURSEMENT

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

Section 11.1 Travel Within the District

Reimbursement for travel expenses of employees shall be limited to those cases where work requires regular and frequent travel from school to school and the Director of Human Resources has approved reimbursement. 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 workday so that travel time can be accommodated within the workday, along with contractual planning time and lunch break.
2. If an employee is placed in assignments at more than one site during a workday (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 shall 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** is the change in student achievement between two points in time (RCW 28A.405.100). Student growth refers to the learning progress made by students through instructional experiences. The student growth process includes: setting goals for students, planning instruction and assessment, and reflecting on student progress. Student growth is a substantial factor in evaluating educators.

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 observations 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

Section 12.3.1 Notification of Intended Evaluator - Prior to September 30

Prior to September 30th of each year, employees shall be notified of the name of their intended evaluator.

Section 12.3.2 Goal Setting Conference - No later than December 15

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 December 15. At the goal setting conference, the employee will be prepared to discuss the self-assessment and preliminary student growth goals that may be used for the evaluation.

Section 12.3.3 Moving Employee from Focused to Comprehensive - On or before December 15

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, employees 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 may be evaluated using the Short Form evaluation.

An employee on provisional status (first three years of teaching, or first two years with Superintendent approval) must be on a Comprehensive evaluation. An employee 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.

An employee may be transferred from a focused performance evaluation to a comprehensive performance evaluation at the request of the employee, or at the direction of the employee's evaluator (RCW 28A.405.100).

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.

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.

Section 12.3.4 Changing Intended Evaluator – Not after February 1

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.

Section 12.3.5 The Mid-Year Conference - By the End of February

Employee and evaluator will hold a mid-year conference as outlined in the Comprehensive/Long Form Process.

Section 12.3.6 Final Evaluation – By May 15

The evaluator shall write the final evaluation and both the employee, and the evaluator shall sign the completed evaluation by May 15.

Prior to the preparation of the final written evaluation, any employee 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 Human Resources for review and filing in the personnel file. A second copy shall be provided to the employee and a third copy may be retained by the Principal 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

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

All evidence and artifacts for evaluations will be submitted in the district adopted evaluation instrument, either by the educator or evaluator.

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, (excluding those identified as Educational Staff Associates (ESAs) or Support Personnel in section B below)

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) or Support Personnel, such as: AP/Pre-AP Coordinator, Audiologist, Board Certified Behavior Analyst, CTE TOSA, Career and College Readiness TOSA, Dual Language TOSA, Early Learning Specialist, Education Specialist, Gateway & Advance Teacher, GED & Diploma Teacher, Highly Capable Program Coordinator, High School Athletic Coordinator, Instructional Coach, Librarian, Medically Fragile Teacher, MTSS Coordinator, MTSS Lead Teacher, MLE TOSA, Music and the Arts Program Coordinator, Occupational Therapist, On-Time Graduation Specialist, Physical Therapist, School Nurse, Psychologist, SEL TOSA, Speech Language Pathologist, Social Worker, Summit/IAES Teacher, Teacher Mentor, Teacher of the Visually Impaired. 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 their 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 their 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. 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.) Teachers must come prepared to answer pre-observation prompts during the pre-observation conference, or teachers may answer pre-observation prompts in written form prior to the observation.

4. Formal Classroom Observation:

Evaluator conducts the observation of practice and collects evidence using the District adopted evaluation instrument. The teacher may also upload evidence or artifacts that were used during the observation.

5. Post-Observation/Progress Process:

Step 1: The evaluator will share the observation notes with the teacher using the District adopted evaluation instrument, 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. Teachers must come prepared to answer post-observation prompts orally during the post-observation conference, or teachers may answer post-observation prompts in written form prior to the post-observation conference.

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.

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 District adopted evaluation instrument.

8. Final Summative Conference:

Step 1: The Summary of Overall Ratings is shared with the teacher and in the District adopted evaluation instrument and contains all the accumulated evidence throughout the cycle before the conference is held.

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 District adopted evaluation instrument. 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.). For the initial observation, both pre-observation and post-observation conferences are mandatory. At the Principal's discretion, a second pre-observation and/or post-observation conference may also be scheduled.
- 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 their evaluation report.
 - E. Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence and artifacts.
 - 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.). For the initial observation, both pre-observation and post-observation conferences are mandatory. At the Principal's discretion, a second pre-observation and/or post-observation conference may also be scheduled.

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.
- E. 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 certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

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 is to serve as a resource for reflection. Each ESA/Support person reflects on their 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 District adopted evaluation instrument.

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.

8. Final Evaluation Conference:

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

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

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

- A. The ESA/Support person and evaluator have further discussion about the ratings.
- B. The ESA/Support person may provide more evidence/artifacts, if relevant.
- C. The evaluator may conduct more observations if the criterion can be evaluated by observation.
- D. The ESA/Support person or evaluator may request these additional observations and/or artifacts to aid in the assessment of the professional performance when compared to the criterion.

Step 4: In the event that the evaluator and ESA/Support person cannot come to agreement, the ESA/Support person will be given an opportunity to provide additional evidence of the year's ESA/Support person experience. If agreement still cannot be reached, then the evaluator's assessment will be recorded, and

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

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

If the evaluator assigns the employee a final summative score below Proficient, the evaluator must provide rationale.

B. Long Form Evaluation Rules

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

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

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.

Section 12.7 Transferred, Resigned or Terminated Employees

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

Section 12.8 Relationship to the Grievance Procedure

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

ARTICLE 13. PROBATION

Section 13.1 General

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

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

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

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

Section 13.2 Probationary Conference

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

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

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 they are 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 plan 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 their area(s) of deficiency.

An employee's performance shall be deemed "not satisfactory" when they receive a rating of:

- 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 their 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.

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

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

- A. A classroom teacher has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of:
 1. Level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or
 2. Level 3 or above for a continuing contract employee with more than five years of experience.
- B. An ESA/support personnel employee has demonstrated improvement that results in a new evaluation rating of Meets Expectations.

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

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

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

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

Section 13.5 Action by Superintendent

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

ARTICLE 14. INSTRUCTIONAL SCHEDULES

Section 14.1 Advisory

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

Section 14.2 Equity-Based - Multi-Tiered Systems of Support (MTSS)

Equity-based Multi-Tiered Systems of Support (MTSS) is a framework that uses specific data sources to inform decisions coordinating diverse academic, behavioral and social resources to meet the needs of each and every student in a dynamic and timely fashion (McCart & Miller, 2020). MTSS begins with high quality instruction and universal screening of all children in the general education classroom. Therefore, every school in the district will write and execute a data-based plan for MTSS in their school improvement plan that addresses the academic and social/emotional needs of students. Details of implementation regarding MTSS shall be made by an effective building staff decision-making process aligned with the principles of the site-based decision model contained in this agreement.

At a minimum, MTSS shall operate under the following parameters:

1. Librarians, and ESAs, including Counselors, Nurses, Audiologists, Occupational Therapists, Physical Therapists, Psychologists, and Speech Language Pathologists shall act as a resource to provide support in their areas of expertise.
2. Upon request, approved curriculum/resources shall be provided to individuals responsible for implementing MTSS tied to student needs identified through assessments (i.e.: state, district, school, and/or department).

3. Staff assignments related to MTSS shall be discussed with the School Improvement Planning Team.

Beginning September 1, 2018, the base contract pay for all employees includes added compensation in recognition of RTI (MTSS*) planning, preparation and support.

Evidence of support, preparation and/or planning related to MTSS will be coordinated through the building/program administrator, and recommends the following researched best practices for MTSS implementation:

- Participate in data driven discussions in grade level, job-alike, and/or content area team meetings on a regular basis
- Establish student growth goals aligned to identified essential standards
- Utilize, develop universal screeners and/or common assessments as appropriate and provided by the district tied to skill needs, support, or enhancement (i.e., state, district, school, and/or department
- Maximize an intervention system within a master schedule
- Create intentional timely support to provide differentiated instruction and interventions

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

**Although our language has evolved from RTI to MTSS, the provisions of expected RTI work from 2018 are still applicable.*

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-workday, 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)
- BCBA: Board Certified Behavior Analyst (BCBA)

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.

When employees are absent from work, they must report their absence into the substitute office automated attendance system.

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

A full-time employee will be granted 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 payroll 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 granted four (4) days of personal leave for 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, or during the first or last five (5) days of school. 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. The District is unable to guarantee timely responses to any requests

made less than five days prior to the requested leave day. On Fridays, and the day before or after a holiday or vacation period, only 20 personal leave requests shall be honored. On all other workdays, 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.

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

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

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

Section 16.4 Family and Medical Leave (FMLA)

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

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

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

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

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

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

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

The District may obtain the opinion of a second health care provider, at District expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for FMLA leave, the two (2) health care providers shall 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 16.6 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 their regular work hours, they will be terminated.

Section 16.7 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 16.8 Pregnancy Disability/Adoption/Parental Leave

16.8.1 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.

16.8.2 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 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 16.9 Leave Sharing

16.9.1 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 them 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 16.9.2 Donating Shared Leave

District employees may donate or sick leave as follows:

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

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

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

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

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

Section 16.10 Jury Duty, Subpoena

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

Section 16.11 Public and Military Service Leave

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

Section 16.12 Fringe Benefits While on Leave

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

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 16.13 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 16.14 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. 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. If calendar anomalies occur in any given year, the parties will discuss alternatives. Each year, key dates on the calendar for the following two (2) years shall be ready by December 1.

Formulas and dates to consider for developing the calendar include:

1. First Day of School.
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. Spring Break. Five (5) days, scheduled upon mutual agreement of the District and Association.
5. Emergency Make-up Days. One (1) emergency make-up day shall be scheduled for the Friday before President's Day in February and one (1) emergency make-up day shall be scheduled for the Friday before Memorial Day in May. If additional emergency make-up days are needed, they will be added to the calendar as necessary, after the last day of school.

6. Non-workdays. 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).
7. Supplemental Days. To be scheduled through the regular calendar setting process in labor management between the District and Association.
8. School Improvement and Conference Release Days. Students will be released 150 minutes early on the following days, used for School Improvement and conferencing work:
 - A. October – for elementary, three (3), and for secondary, two (2) consecutive days for conferences
 - B. November – one (1) day for School Improvement
 - C. January – one (1) day for School Improvement
 - D. March – for elementary, two (2), and for secondary, three (3) consecutive days for conferences, and one (1) day for School Improvement

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

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

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

10. Grading Release Days. Students will be released 150 minutes early on the following days for grading scheduled within the open grading window:
 - A. Elementary: Two early release days near the end of first semester
 - B. Secondary: One (1) early release day the last day of first semester

ARTICLE 18. LENGTH OF WORK YEAR, PROFESSIONAL RESPONSIBILITY AND TRAINING

Section 18.1 Regular Work Year

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

Section 18.2 Professional Responsibility

- A. The District and Association agree and affirm the following beliefs:
 1. The success of the Puyallup School District is dependent upon hiring and retaining the highest quality employees;
 2. Providing a quality education for students requires from employees a commitment to the profession beyond the base contract, normal workday hours and school year;

3. The District has added additional compensation for additional time, additional responsibilities or incentives (formerly known as TRI) to the base salary;
 4. The additional commitment required of Puyallup's employees cannot be accurately measured in hours or days; and
 5. The time necessary to fulfill any one employee's responsibilities will vary from that of another employee as determined by the individual's own professional judgment.
- B. The additional compensation included in base salary recognizes that employees will provide a professionally responsible level of service in the following areas:
1. Preparation and work connected with school opening and the conclusion of the school year
 2. Meeting, communicating and collaborating with families and school communities
 3. Supporting school/student activities
 4. Providing individual help to students
 5. Evaluating student work, including preparation of progress reports and report cards
 6. Preparation and revisions of materials
 7. Exhibiting collaborative and collegial practices to enhance instructional methods and student learning (MTSS planning, preparation and support – see Section 14.2)
 8. Working with computers and other technology as related to educational uses
 9. Attending district and/or school-connected meetings
 10. 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 Vector training no later than September 30.

If an employee is sick, they 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 employee's 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

Annually each employee shall be required to participate in 15 hours of pre-approved professional learning (outside of time already compensated), to focus on the District's instructional framework, cultural competency and social justice, STEM, Multi-Tiered Systems of Support (MTSS), Teacher/Principal Evaluation Project (TPEP), and curriculum. Options include but are not limited to:

- Attending weekly district-offered professional development made available throughout the year
- Attending site-based MTSS meetings
- Attending summer workshops, conferences, etc. in preparation 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. In year one of a curriculum adoption, required employees will use seven and one-half (7.5 hours) of their fifteen hours of professional learning hours toward required curriculum training.

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

Section 18.6 Staff Meetings

Administrator-led staff meetings may be scheduled once per month from September through June. Staff will have an opportunity to provide input on meeting times through an anonymous electronic survey whose results shall be shared with staff. Staff meetings shall not exceed 60 minutes in length. Staff meetings will focus on school or program operations.

Emergency staff meetings will be held as needed throughout the year for delivering information regarding tragic or unforeseen events. Staff will attend as they are available.

Section 18.7 Technology Training

When the district adopts or initiates a major update to a required district-wide technology-based platform, training will occur and/or a one-page resource guide will be provided at the outset of implementation during Principal-directed Mondays, Supplemental days, staff meetings, school improvement days, or department meetings. If necessary, trainings may occur during student/patron time.

ARTICLE 19. LENGTH OF WORKDAY

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:

- A. 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,
- B. The Revised Code of Washington required half hour duty free lunch period, and
- C. 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 workday.
- 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 workday, the employee providing the training will be paid at the Presentation Rate. If the presentation is during the workday 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, Nurses and Librarians

It is recognized that counselors, nurses and librarians need time to do work without students. Flexibility in scheduling planning time is required. Employees shall work with their Principal to schedule such time.

Section 20.3.2 Library Support

All secondary librarians shall receive three (3) days of extra compensation and forty-eight (48) hours of classified support time at each building they are assigned as lead librarian, to be used for opening/closing and library support throughout the year, including:

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

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.

It is recognized that counselors, nurses and librarians need time to do work without students. Flexibility in scheduling planning time is required. Employees shall work with their Principal to schedule such time.

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

- B. Average Minutes Per Day. Elementary classroom teachers (ECSE, Title/LAP and K-6) will receive one (1) or more daily planning periods of at least 30 minutes for a total of 240 minutes of planning per week, prorated by FTE. Planning time during the student day will be provided by specialists, recess, or other method agreed upon by the staff and administration.
- C. Staff Breaks. To address the need for short breaks for all staff who do not have a break, the faculty of each elementary school shall meet prior to the end of the second week of school to discuss how breaks will be provided to staff. Consistent with the Staff Utilization section, non-staff may be utilized whenever possible to release staff. It shall be the expectation to implement solutions that will not reduce instructional time. Another possible solution may include having staff members work collaboratively to arrange for coverage through joint supervision of students.
- D. Specialists. Classroom starting time for music, physical education, and librarians will be the first day of school and will continue through the last full day of school.

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

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

1. All elementary library materials will be due eight (8) school days prior to the end of the school year. All elementary libraries will be open for kindergarten through grade six (6) through the day before school ends, or as planning is scheduled. The elementary library will be open through the next to last day for in-library use of selected materials for all grade levels.
2. All elementary librarians shall receive four (4) days of extra compensation for each school they are assigned as the lead librarian. In addition, for each school they are assigned lead, elementary librarians shall receive sixteen (16), twenty-four (24), or thirty-two (32) hours of classified support time, depending on the quantity of library class sections at their school(s), to be used for opening/closing and library support throughout the year, including:
 - Ordering
 - Collection/book inventory
 - Instructional materials preparation, distribution/collection and inventory
 - Technology preparation, distribution/collection and inventory
 - Instructional technology support

The quantity of classified support hours is dependent on the quantity of assigned library class sections at each school:

- Schools with less than 20 library class sections = 16 hours of classified support time
- Schools with 20 to 36 library class sections = 24 hours of classified support time
- Schools with 37 or more library class sections = 32 hours of classified support time

These days will be authorized through issuance of a supplemental contract and will be paid at each librarian's per diem rate.

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 20.5.1 Coverage By Title/LAP Teachers, Ed Specialists, and Building TOSAs

It is recognized that Title/LAP teachers, Ed Specialists, and Building TOSAs may sometimes need to provide coverage or substitute for other employees. If substitute teaching or coverage prevents these employees from completing their work responsibilities within time otherwise allotted for that work, they will meet with their supervisor to discuss potential solutions such as compensation, flex time, release time, extra supports, etc.

Section 20.6 General Education Assessments

District assessments play a vital role in our educational approach by helping us monitor student progress, shape teaching methods, and ensure alignment with academic standards. Establishing clear guidelines for assessment administration and utilization is crucial to enhancing accountability and promoting effective, data-driven decision-making that supports student achievement.

Teachers will be provided release time for assessing students on campus. It is understood that this release time must not conflict with blocked days listed in the personal leave section, will be subject to the scheduling availability of substitutes and will be coordinated by the Executive Director and scheduled through substitute services. Upon mutual agreement of the Principal and employee, assessments may occur prior to the start of the school year with employees paid at the professional rate instead of utilizing the release time.

Transition to Kindergarten:

Two (2) days of substitute assistance will be provided during the school year - one for each semester.

Kindergarten:

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.

Four (4) days of substitute assistance will be provided during the school year - two for each semester. Dual Language teachers will be provided one (1) additional day of substitute assistance to account for assessing students in both languages.

First and Second Grade:

Two (2) days of substitute assistance will be provided during the school year - one for each semester. Dual Language teachers will be provided one (1) additional day of substitute assistance to account for assessing students in both languages.

Third, Fourth, Fifth and Sixth:

One (1) day of substitute assistance will be provided during the school year. Dual Language teachers will be provided one (1) additional day of substitute assistance to account for assessing students in both languages. If a teacher prefers to receive compensation in lieu of a substitute assistance day, they may notify the district by September 30th and they will receive a \$250 stipend paid in November (except for dual language assessments).

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 (except Librarians, Nurses and Counselors which are addressed in the Secondary and Elementary Planning Time Sections) 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.

Section 20.9.1 Senior High Athletic Coordinators

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

Section 20.9.2 Junior High Athletic Coordinator

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

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

Section 20.9.3 National Athletic Certification

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

Section 20.10 Exercise Programs for Staff

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

Section 20.11 English Teachers

English teachers in grades 9-12 shall receive \$500 annually, paid in May, in lieu of two (2) release days previously given, each year to evaluate and assess student work.

ARTICLE 21. PROFESSIONAL RESPONSIBILITY

Members of the bargaining unit do not have the authority to direct or control the actions of other members of the bargaining unit. Non-administrators, such as but not limited to, Department Coordinators, Education Specialists, Athletic and Activities Coordinators, Career Specialists, On-Time Graduation Specialists, ESA

Coordinators, etc., shall provide support and coordination for programs in carrying out the programs and directives of their supervisors but shall not have the authority to perform supervisory functions (i.e. discipline, 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 40 sessions per week. This amount will be pro-rated based on FTE. Elementary Specialists with more than 40 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	Stipend Amount/Semester
41-42	\$ 250
43-44	\$ 500
45+	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 within four 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 included 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 Office Teacher will receive a stipend based on the total number of students served divided by two (2).

Homeroom and/or Advisory classes will 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	50%
3-4	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, counselors will be issued supplemental contracts as follows:

For 2024-25:

- Elementary: one (1) additional day to be paid at their respective per diem rate
- Secondary: 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.

Beginning 2025-26:

- Elementary: two (2) additional days to be paid at their respective per diem rate. Unless mutually agreed upon by an elementary counselor and their supervisor, the additional days will be prior to the beginning of school.
- Secondary: 15 additional days to be paid at their respective per diem rate. Unless mutually agreed upon by a secondary counselor and their 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 a District administrator, the building administrator, and a PEA Representative (if requested by the employee), 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
400 – 449	\$600
450 – 499	\$850
500 – 549	\$1,100
550+	\$1,350

JUNIOR HIGH:

Total Student Workload	Stipend Per Year
350 – 399	\$800
400 – 449	\$1,050
450 – 499	\$1,300
500+	\$1,550

HIGH SCHOOL:

Total Student Workload	Stipend Per Year
350 – 399	\$1,050
400 – 449	\$1,300
450 – 499	\$1,550
500+	\$1,800

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

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

Section 23.9 College and Career Readiness Teacher(s) on Special Assignment (CCR TOSA)

In addition to their base contract and any other required supplemental days, CCR TOSAs shall be issued supplemental contracts for ten (10) extra days (four (4) days to complete work that occurs before and/or after the end of the school year and six (6) days to prepare and implement special CTE projects and events that occur within the school year but are outside the scope of their regular professional responsibility). The work for these ten (10) days will be preapproved and assigned by the CTE Director.

ARTICLE 24. SUPPORT PROGRAMS

Section 24.1 Special Services

Special Services programs provide specialized support, accommodations and interventions for students identified who have health needs and/or instructional or behavioral specific needs. Current special services policies and regulations are available on the Puyallup School District website. All students are general education students first. An individual student can receive additional support through special services programs when they qualify by meeting eligibility criteria. Collaboration between special and general education staff is essential to the development, implementation, and assessment of student services. Washington state students receiving special education services are entitled to a free appropriate public education (FAPE) through an Individualized Education Program (IEP) emphasizing special education and related service designed to enable the student to be involved in and make progress in the general education curriculum while being educated with students without disabilities under applicable Federal and State Special Education laws. Appropriate supports including but not limited to Individual Education Program (IEP), Functional Behavioral Assessments (FBA), and Behavior Intervention Plans (BIP). Placements of students with Individual Education Program (IEPs) will be in the least restrictive environment (LRE) as determined through an IEP team decision-making process consistent with State and Federal guidelines and regulations. All efforts will be made to provide inclusive opportunities in order for students with disabilities to have access to the general education curriculum to the maximum extent possible.

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

Special Services Program Definitions:

1. Special Education provides a full continuum of services for students with disabilities, ages 3-22 within an appropriate, individualized program for each student in the Least Restrictive Environment (LRE) consistent with State and Federal regulations. Certificated Staff include: Elementary and Secondary Special Education Teachers, School Psychologists, Speech and Language Pathologists, Board Certified Behavior Analysts, Occupational and Physical Therapists, Audiologists, Teachers of the Visually Impaired, Orientation/Mobility Specialists, Education Specialists, Teachers of the Deaf & Hard of Hearing.
2. Health Services provides services to students having medical or health related concerns. Staff include: Registered Nurses.
3. Support Center provides services in academic instruction to students with a variety of disabilities ranging from severe to profound. In addition to instruction in academic subject areas, the program also offers modified curriculum instruction which may include a combination of the following: functional academics, daily living skills, prevocational/vocational skills, behavior skills, and social skills.
4. BEST (Behavioral, Emotional and Social Teaching) provides supports for students who have significant social, emotional, and behavioral challenges that interfere with their ability to succeed in a traditional educational setting.
5. 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.
6. 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.
7. 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.
8. ECSE (Early Childhood Special Education /preschool) provides services to students age 3-5 having developmental delays.
 - a. ECSE Extended Day provides additional services to ECSE students with delays in cognitive skills, social skills, adaptive skills, communication, and behavior which is primarily related to characteristics of autism. Students may also have associated sensory or motor needs.
9. Developmental Kindergarten provides services to kindergarten age students with developmental disabilities within a self-contained setting.
10. 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.
11. IAES (Interim Alternative Educational Setting) provides temporary educational placement for

students facing disciplinary action (up to 45 school days) in accordance with the Washington Administrative Code.

12. Advance provides services to young adults age 18-22 with mild to moderate developmental disabilities. Instruction focuses on independent living skills, community access and vocational skills.
13. Gateway provides access and experiences for students age 18-22 that will assist in establishing access to adult services, volunteer services, community accesses, and life skills.
14. Resource provides specially designed instruction for eligible students according to their Individualized Education Program. Push-in or pull-out models are used to support inclusive strategies for students in general education classrooms.

Section 24.2 Support Program Extra Supplemental Days

Support program positions will receive extra days of compensation paid at per diem as follows:

- Educational Specialists receive eleven (11) extra days.
- Psychologists receive 11 extra days
- Nurses receive ten (10) extra days
- SLPs receive nine (9) extra days
- OTs, PTs, and Audiologists receive six (6) extra days
- BCBAs receive five (5) extra days
- Special education teachers receive six and one half (6.5) extra days to prepare individual education plans and/or assessment reports, or hold meetings related to such responsibilities as determined by the employee. One half day (3.75 hours) of the six and one half (6.5) 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 shall receive a pro-rated number of extra 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/Workload/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. The District shall provide written guidance annually on District preferred standards in accordance with Federal and State regulations for compliant IEPs.

IEP case managers will be compensated \$60 for each qualifying and compliant IEP on the employee's caseload in the current school year. It is the case manager's responsibility to ensure their case load is accurate in the District IEP software platform. Compensation will be based on the June 1 count to be paid on the employee's July pay warrant.

The district and association recognize that quality education depends on well-supported staff and manageable workloads. By committing to provide support through the workload relief process when needed, we ensure that educators can focus on students effectively, affirming our shared commitment to their well-being and academic success. 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	Elementary Caseload Numbers
Summit 14 per session	ECSE 26
IAES 12 per session	Resource 30
Resource 30	BEST 12
BEST 13	WRAP 12
Advance 14	EXCEL 9
EXCEL 13	Support Centers 14
WRAP 14	Developmental Kindergarten 10
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	5-6 = \$1,250
3-4 = \$1,050	7+ = \$1,450

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 Assistive Technology (AT), 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	Teachers of the Visually Impaired
Nurses	Orientation and Mobility Specialists
Psychologists	Board Certified Behavior Analyst

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

- Number of current 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 instructional 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.

Section 24.5 Review of IEP Program/Placement

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

Section 24.6 Students with Health Conditions

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

Section 24.7 Special Education Student Information

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

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

- A. Role of the General Education Teacher. Students with disabilities are general education students. Special education services include the specially designed instruction and supplementary supports and services to ensure access and progress of the student with special needs in general education. General education classroom teachers shall participate in all aspects of IEP development, including but not limited to goals, accommodations, modifications, and placement.
- B. Special education teachers are responsible for designing, providing, and monitoring the specially designed instruction for a student eligible for special education. Special education teachers and related services staff specialists will collaborate with general education teachers in accommodating and modifying curriculum materials and providing resource materials upon request. Special education teachers and related services staff are responsible for

monitoring and reporting progress on all IEP goal areas in collaboration with the general education teacher. The special education teacher will be the primary contact person with the parent for IEP related issues or questions.

- C. **Role of Student Review Committee.** The Student Review Committee (SRC) reviews concerns related to students with disabilities eligible for special education services. The SRC team may examine areas such as student data, curriculum needs, instructional and behavioral strategies and/or tools to support learning. Attendance, discipline, inclusionary practices, and graduation pathways when applicable may also be discussed. During an SRC, no changes or adjustment can be made to an Individualized Education Program (IEP). The SRC team may recommend next steps such as convening an Individualize Education Program (IEP) meeting to explore and recommend appropriate interventions, accommodations, modifications, and options for any student based on the student's physical, social, academic, and psychological needs.
- D. **Role of Other Service Providers.** The role of other service providers (SLP, OT/PT, school psychologists, etc.) in supporting and serving staff and students will be determined by the student's IEP requirements for specially designed instructions and/or related services and coordinated through the building support team and/or SRC, the classroom teacher involved, and the special education teacher.

Section 24.9 Special Services Professional Development

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

Section 24.10 IEP Review Process

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

Section 24.11 Summer IEP Work

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

Section 24.12 WA-AIM

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

Section 24.13 Department of Health License

So long as the District requires Medicaid billing, ESA staff must maintain their state licenses as a condition of employment. If state licensure is a condition of state certification, it is the employee's responsibility. If the state licensure is not a condition of state certification, the employee that is eligible is responsible to meet the requirements for the initial license and license renewal, and the district will reimburse for the licensing fee or renewal fee. After the department of health license is issued, ESA's will need to obtain their federal national provider identifier (NPI) number through the online process on the National Plan and Provider Enumeration Systems (NPPES) website and provide to Special Services.

Section 24.14 Title I & Learning Assistance Program (LAP)

Title I, Part A: Closing Educational Achievement Gaps aims to provide customized instruction and curricula to help students meet academic standards. This program builds opportunities for students who often struggle academically. Complementing this federal initiative is the state-funded Learning Assistance Program which enhances educational opportunities for students not meeting academic standards. LAP services, operating within the Multi-Tiered System of Supports (MTSS), offer targeted (tier 2) or intensive (tier 3) support to accelerate learning and remove barriers hindering full benefit from universal instruction.

Section 24.15 Multilingual Education Program (MLE)

The Multilingual Education Program aims to foster asset-based mindsets, enhance instructional practices, offer support for educators, and involve students and families. It is crucial to provide robust support for multilingual learners to help them develop essential academic skills and achieve proficiency comparable to their peers in English language arts (ELA), mathematics, and across all subjects.

Section 24.16 Transition to Kindergarten

Transition to Kindergarten program provides services for children who are at least 4-years-old by August 31 and have been identified through a screening process to be in need of additional preparation to be successful kindergarten students in the following school year.

Section 24.17 Section 504 of the Rehabilitation Act of 1973

Section 504 (students) of the Rehabilitation Act of 1973 is a federal regulation that directs school districts to provide accommodations for students with disabilities. These students may or may not be eligible for special education services as well.

Section 24.18 Teacher on Special Assignment (TOSA)

Teachers on Special Assignment (TOSAs) are certificated employees hired to engage in work that supports students and staff. Instructional TOSAs typically work out of the district office or other district buildings. Building TOSAs work in a specific school.

If the District eliminates an Instructional TOSA position, the impacted employee may bid on open positions of their choosing during open staffing season. If the employee does not obtain a new position during open staffing season, the District will prioritize (as part of the next year's IVT staffing process during placement season) placing the employee into a position based on their endorsement and qualifications.

If the District eliminates a Building TOSA position, the impacted employee will be considered part of their school's staffing allocation according to the Open Staffing Season guidelines in Article 7.

ARTICLE 25. PARAEDUCATORS

Section 25.1 Responsibilities

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

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

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

Section 25.2 Playground, Bus and Recess Supervisors

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

Section 25.3 Employee Supervision

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

Section 25.4 Staff Utilization

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

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.

Employees will not be held financially responsible for loss or damage of District owned instructional materials issued to students, including, but not limited to computers/laptops. Employees will not be held financially responsible for damaged, lost or stolen laptops unless due to their own negligence.

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.

The District and the PEA are jointly committed to transparent communication to staff and parents concerning major safety and behavior incidents that occur on school campus. This commitment includes prompt notification, with reasonable efforts (within 24 hours whenever possible) to communicate with staff taking into account those working on adjacent campuses where appropriate. Major incidents include possession or use of weapons, serious threats, and other instances deemed by school administration as significantly impacting the safety or well-being of a majority of staff and/or students.

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 students who commit a serious assault shall be subject to appropriate discipline in alignment with state and district guidelines, which may also result in emergency removal. 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). In the event that an emergency removal is determined, it 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 when students are on campus and school is in session. At the beginning of each school year, the Principal will inform the staff of the process to be followed and the designees who will assist with emergent issues in their absence.

- 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 as available 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. The District will make every effort to secure substitute coverage for the intern's/former intern's assigned classes.

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, or as soon as possible upon receipt. Staff members so informed shall treat the information as confidential. A Support and Supervision 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. A Support and Supervision 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 (i.e. Assault, physical abuse, verbal abuse, threat(s), intimidation, bullying, or other conduct which harms, threatens, or is reasonably perceived as threatening the health or safety of another person or another person's property, as defined by WAC 132Q-10-215), the employee shall report said concerns to their Principal or administrative supervisor who shall 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 students served through an IEP written to address behaviors deemed as aggressive or violent shall be directed to attend age-appropriate training, either during the regular workday or, if the employee prefers, outside the regular workday paid at the professional rate.

All employees working directly with students whose behaviors are deemed as aggressive or violent through the school-based intervention team may be directed and shall have the opportunity to participate in training either during the workday or after the workday paid at the professional rate.

All other employees working with students whose behaviors are deemed as aggressive or violent through a school-based intervention team may have the opportunity 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 their individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to two (2) additional days in accordance with Federal and State laws, if applicable, or until the Principal or designee and teacher have conferred. Confer means dialogue, which may occur in-person, via phone, or through video conferencing, where the teacher and the Principal or designee each provide input on a plan to best support the student and the teacher. Students shall not be present for this conferring. Per statute, the Principal must give the highest consideration to the judgment of qualified certificated educators regarding the conditions necessary to maintain the optimum learning experience in the classroom and support needed by the student upon return.

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 themselves.

Section 27.5 Disciplinary Standards

On or before September 30 of each school year, each building Principal and his/her teaching staff shall meet to develop and/or review building disciplinary standards and uniform enforcement of those standards. This review will include the building's de-escalation plan and strategies for teachers to use. Visitor access regulations will be in the employee handbook. In addition, the special education guidelines will be reviewed.

ARTICLE 28. SAFE WORKING CONDITIONS

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

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

Employees shall promptly report any safety hazards or unsafe conditions they are aware of to their immediate administrator. The District shall advise employees of any unsafe working condition(s), as determined by a state or county agency, which would pose an immediate and substantial threat to their or their students' health in the areas in which they work. A copy of the notification to the employee(s) will be sent to the Association President within five (5) working days of receipt of the same by the District. Within five (5) working days

following the District's receipt of facility environmental testing prompted by an Association complaint, a copy of all environmental test results shall be provided to the Association President.

ARTICLE 29. DISTRICTWIDE COMMITTEES

Section 29.1 Instructional Program

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

Section 29.2 Educational Technology Committee

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

The three (3) committee representatives will meet with the technology department at least three (3) times per year to provide input and to address technology concerns. Committee representatives shall be paid at the 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 workday. The district shall pay for the cost of the necessary substitutes for teachers on the committee if meetings are held during the workday.

For the 2024-25 school year, the utilization of the Evaluation Committee will focus on revising the ESA and Support Personnel evaluation process, scoring rubrics, and evaluation instrument. Corresponding language updates as needed to Article 12 and 13 will be recommended to the parties in labor management. Implementation of the new evaluation process, rubrics, instrument and language will be effective beginning with the 2025-26 school year.

Section 29.4 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 workday will be compensated at the professional rate.

Section 29.5 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 Interim Progress Reports (IPR) and report cards, required completion dates will be communicated in September.

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 six (6) days before grades are due. Employees who have provided report cards to the administrator as part of the sampling review shall be given three (3) days to make any requested changes.

ARTICLE 32. DIGITAL LEARNING

Puyallup Digital Learning (PDL) an umbrella term for two programs, Puyallup Online Academy (POA) and Puyallup Parent Partnership Program (P4) and 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 access their learning remotely with the option of on-site support. Students and families can personalize their schedules to fit their learning needs. The P4 program serves students in partnership with parents or guardians at home and 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 fully online model.

The Puyallup Open Doors (POD) program serves students ages 16-22 years who are severely credit deficient in a hybrid or in-person model. This program also offers a General Educational Diploma (GED) where students can work at their own pace and work through the standards needed to complete their GED.

Both PDL and POD strive to meet students where they are. The programs 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 support 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-hour workday 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, employees 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 at PDL) 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

- 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

- 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. The District will strive to honor the specific job assignment accepted by substitutes; however, job assignments may be changed to meet operational building needs. 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 (1/2) day shall be defined as three and three quarter 3.75 hours and paid at 50% of the regular substitute full day's pay. Full day substitute assignments on 2.5-hour early release days will be defined as five (5) hours and compensated at 67% of the regular substitute full day's pay. On the 16th 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 16 days, that per diem rate shall be paid from day one. Substitutes shall not be asked to leave a long-term assignment (16 days or more) in order to avoid working 16 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, \$400 for working the equivalent of 90 plus full days or \$500 for working the equivalent of 120 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 16 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 Workday

The length of a full workday 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 workday will be compensated at their extra hourly rate of pay. The hourly rate of pay will be based on a 7.5-hour workday 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.

Section 33.8 Required Training Support

It is agreed that FBI and WSP fingerprint reports, and HIV/Hepatitis B training are conditions of employment, and costs are to be assumed by any person seeking employment in the District. However, employees who retire from the District and are eligible for rehire shall be automatically accepted into the substitute pool upon request without application, interview, and FBI/WSP fingerprinting as long as there has been no break in service from the time the employee retires to the time they join the substitute pool. If the District requires

annual training or additional training of substitutes for specific assignments, the District agrees to compensate substitutes using an hourly rate of pay, based on a proration of the daily substitute rate for attending such training.

Section 33.9 Senior Substitutes

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

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

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

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

PART V - MISCELLANEOUS

ARTICLE 34. SITE-BASED DECISION MAKING

Section 34.1 Main Elements

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

Section 34.2 Staff Development

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

Section 34.3 Violations

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

Section 34.4 Special Services

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

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

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

ARTICLE 35. TEACHER MENTORSHIP PROGRAM

Section 35.1 Teacher Assistance Program (TAP)

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

1. Selection of Mentor and Beginning Teachers

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

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

2. Funding and Compensation

The program will be funded through an allocation provided by the State. Compensation will be based on 75% of the remaining funds to the mentor and 25% to the beginning teacher.

Section 35.2 Mentor Teacher Program

Individual mentors will be selected by administrators and/or directors. Employees may express interest and be considered for mentor assignments if they have met the following criterion:

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

MEMORANDUMS OF AGREEMENT

2024-25 MOA – Student Communication Devices: The District and the Association agree that preparing and empowering every student to reach their full potential and thrive is the priority of the District. One main tenet to achieve this goal is by valuing academic excellence and ensuring every student learns in safe and supportive environments.

The District will explore a district wide student communication device policy to increase student learning and maintain safe learning environments. A joint committee will convene during the 2024-25 school year, to review existing practices currently in place within and outside Washington, review existing literature on student learning and student communication devices in schools and make recommendations. The District will invite multiple employee groups to participate on this committee.

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

This agreement will be in effect for the 2024-25 school year.

2024-25 MOA – IEP Review Committee: The District and the Association will establish an IEP Taskforce to address the workload challenges faced by educators. This taskforce will consist of no more than seven from the District and seven from the Association ensuring a balanced collaboration.

The main goals of the IEP Taskforce include:

1. A review of a representative samplings of IEP meeting duration during the first semester of 2024-2025 school year.
2. Identification of key factors that contribute to the workload.
3. Develop recommendations to manage and reduce the workload effectively.
4. Propose solutions to uphold the commitment to student success and compliance in alignment with legal requirements.

PEA participants will be appointed by the PEA President and will be compensated for joint meetings held outside their contracted workday, paid at the professional rate, with the District covering the cost of necessary substitutes if meetings are held during the workday. The taskforce recommendations will be brought forward to the parties in labor management.

2024-26 MOA – Single Site Dual Language Academy: If during the 2024-26 CBA, the District creates a single site Dual Language Academy, the parties agree to bargain the impact on employee, including transfers, per Article 7.

2024-25 MOA – Curriculum-based Common Assessments and Pacing: The District and Association agree that the District curriculum must be taught and assessed. The District will provide educators with common assessments, curriculum maps, and year-at-a-glance documents when available. An optional feedback form will be attached to each curriculum map for educators to provide feedback on the pacing and common assessments. Data from this feedback will be shared with grade-level teams and used by curriculum mapping teams to make revisions as necessary to curriculum maps, year-at-a-glance documents, and common assessments.

Curriculum-based common assessments required by the Teaching and Learning Department will have a 10-day window to allow for teachers to be flexible and responsive to the needs of their students. Educators will be required to enter common assessment data into the District's required reporting system. Educators will not be required to enter this data into a separate building-level reporting system.

When an individual employee has circumstances where the pacing guide does not meet the needs of their unique classroom, they will communicate their concerns to Teaching and Learning for additional support. Such supports of student learning may include assistance from TOSAs, extension of deadlines, paraprofessional support, additional materials for differentiation, etc.

If an evaluator has a concern about a teacher's adherence to pacing guides, an informal conversation will be the first step toward finding a solution.

**Memorandum Of Agreement
Between the Puyallup School District and the Puyallup Education Association**

RE: Auditorium Manager

Background:

In-depth and specialized knowledge is required to properly maintain and appropriately use expensive lighting, sound, rigging equipment, and other stage-related apparatus within the Performing Arts Centers/Auditoriums of RHS, PHS and ERHS. This depth of knowledge is necessary to allow for the facility and associated equipment to be safely and efficiently used and adjusted to meet the needs of the school community and the event. The parties agree that a revision to the allocated time and resources committed to support the Auditoriums should be considered.

The parties agree to:

1. Remove High School “stage” stipend from the PEA Schedule B
2. Add .2 FTE to the staffing allocations at ERHS, RHS and PHS, to be used for Performing Arts Center/Auditorium Manager.
3. Examples of the responsibilities of the Auditorium Manager include:
 - Coordinate community and school-sponsored events during the school day, in the evenings and on the weekend, including:
 - Schedule and organize the use of the facility
 - Identify the specific needs of the respective events
 - Organize and coordinate the physical setup
 - Facilitate consistent and timely communication with stakeholders (i.e., teachers, administrators, office managers, facilities employees, event organizer, etc.) such as:
 - Responding in a timely manner to emails/phone call about the event(s)
 - Initiate and engage in conversations with the office manager about the details of the event(s) and any potential impact to the school community
 - Contact facilities regarding custodial and building use needs
 - Discuss and arrange setup and any specialized needs with the event organizer
 - Arrange for rehearsal time, and if during the school day, include the relocation of classes that usually meet in the space.
 - Ensure that the space and equipment are efficiently and appropriately used during all events including:
 - Sound
 - Ensure microphones are placed and connected with the appropriate levels and adjustments set on the sound board
 - Place and wire additional monitors (speakers) and auxiliary sound devices as necessary
 - Ensure connectivity for any potential external devices to be used
 - Manage the sound board and troubleshoot any potential issues
 - Lighting
 - Hang, position, patch, and focus all needed instruments (lighting hardware)
 - Input all necessary cues or submasters recorded at the lighting console in preparation for rehearsal and performance(s)

Puyallup School District 2024-25 PEA Salary Schedule		Annual Salary 180 DAYS, 6 SUPPLEMENTAL DAYS & 2 PROF DEV DAYS*						
Years of Experience		BA	BA+15	BA+30	BA+45	BA+90 MA	MA+45	MA+90 PHD
0	Base Salary	65,118	66,420	67,748	69,104	73,250	77,644	82,304
	Professional Development Days (PDD)	724	738	753	768	814	863	914
	Supplemental Days (BTS)	2,171	2,214	2,258	2,303	2,442	2,588	2,743
	Total	68,013	69,372	70,759	72,175	76,506	81,095	85,961
1	Base Salary	66,608	67,940	69,300	70,685	74,926	79,422	84,187
	Professional Development Days (PDD)	740	755	770	785	833	882	935
	Supplemental Days (BTS)	2,220	2,265	2,310	2,356	2,498	2,647	2,806
	Total	69,568	70,960	72,380	73,826	78,257	82,951	87,928
2	Base Salary	68,134	69,497	70,886	72,305	76,643	81,241	86,115
	Professional Development Days (PDD)	757	772	788	803	852	903	957
	Supplemental Days (BTS)	2,271	2,317	2,363	2,410	2,555	2,708	2,871
	Total	71,162	72,586	74,037	75,518	80,050	84,852	89,943
3	Base Salary	69,695	71,087	72,510	73,960	78,399	83,101	88,088
	Professional Development Days (PDD)	774	790	806	822	871	923	979
	Supplemental Days (BTS)	2,323	2,370	2,417	2,465	2,613	2,770	2,936
	Total	72,792	74,247	75,733	77,247	81,883	86,794	92,003
4	Base Salary	71,290	72,717	74,171	75,655	80,193	85,005	90,105
	Professional Development Days (PDD)	792	808	824	841	891	944	1,001
	Supplemental Days (BTS)	2,376	2,424	2,472	2,522	2,673	2,833	3,004
	Total	74,458	75,949	77,467	79,018	83,757	88,782	94,110
5	Base Salary	72,922	74,381	75,869	77,387	82,029	86,952	92,169
	Professional Development Days (PDD)	810	826	843	860	911	966	1,024
	Supplemental Days (BTS)	2,431	2,479	2,529	2,580	2,734	2,898	3,072
	Total	76,163	77,686	79,241	80,827	85,674	90,816	96,265
6	Base Salary	74,592	76,085	77,605	79,158	83,909	88,943	94,280
	Professional Development Days (PDD)	829	845	862	880	932	988	1,048
	Supplemental Days (BTS)	2,486	2,536	2,587	2,639	2,797	2,965	3,143
	Total	77,907	79,466	81,054	82,677	87,638	92,896	98,471
7	Base Salary	76,301	77,828	79,383	80,972	85,829	90,979	96,437
	Professional Development Days (PDD)	848	865	882	900	954	1,011	1,072
	Supplemental Days (BTS)	2,543	2,594	2,646	2,699	2,861	3,033	3,215
	Total	79,692	81,287	82,911	84,571	89,644	95,023	100,724
8	Base Salary	78,049	79,609	81,201	82,825	87,796	93,063	98,647
	Professional Development Days (PDD)	867	885	902	920	976	1,034	1,096
	Supplemental Days (BTS)	2,602	2,654	2,707	2,761	2,927	3,102	3,288
	Total	81,518	83,148	84,810	86,506	91,699	97,199	103,031
9	Base Salary	78,049	79,609	83,061	84,721	89,805	95,193	100,906
	Professional Development Days (PDD)	867	885	923	941	998	1,058	1,121
	Supplemental Days (BTS)	2,602	2,654	2,769	2,824	2,993	3,173	3,364
	Total	81,518	83,148	86,753	88,486	93,796	99,424	105,391
10	Base Salary	78,049	79,609	85,554	87,264	92,499	98,050	103,933
	Professional Development Days (PDD)	867	885	951	970	1,028	1,089	1,155
	Supplemental Days (BTS)	2,602	2,654	2,852	2,909	3,083	3,268	3,464
	Total	81,518	83,148	89,357	91,143	96,610	102,407	108,552
11	Base Salary	78,049	79,609	85,554	89,882	95,275	100,991	107,050
	Professional Development Days (PDD)	867	885	951	999	1,059	1,122	1,189
	Supplemental Days (BTS)	2,602	2,654	2,852	2,996	3,176	3,366	3,568
	Total	81,518	83,148	89,357	93,877	99,510	105,479	111,807
12	Base Salary	78,049	79,609	85,554	92,579	98,132	104,020	110,262
	Professional Development Days (PDD)	867	885	951	1,029	1,090	1,156	1,225
	Supplemental Days (BTS)	2,602	2,654	2,852	3,086	3,271	3,467	3,675
	Total	81,518	83,148	89,357	96,694	102,493	108,643	115,162

Puyallup School District 2024-25 PEA Salary Schedule		Annual Salary 180 DAYS, 6 SUPPLEMENTAL DAYS & 2 PROF DEV DAYS*						
Years of Experience		BA	BA+15	BA+30	BA+45	BA+90 MA	MA+45	MA+90 PHD
13	Base Salary	78,049	79,609	85,554	92,579	101,076	107,141	113,571
	Professional Development Days (PDD)	867	885	951	1,029	1,123	1,190	1,262
	Supplemental Days (BTS)	2,602	2,654	2,852	3,086	3,369	3,571	3,786
	Total	81,518	83,148	89,357	96,694	105,568	111,902	118,619
14	Base Salary	78,049	79,609	85,554	92,579	104,110	110,356	116,977
	Professional Development Days (PDD)	867	885	951	1,029	1,157	1,226	1,300
	Supplemental Days (BTS)	2,602	2,654	2,852	3,086	3,470	3,679	3,899
	Total	81,518	83,148	89,357	96,694	108,737	115,261	122,176
15	Base Salary	78,049	79,609	85,554	92,579	108,794	115,321	122,242
	Professional Development Days (PDD)	867	885	951	1,029	1,209	1,281	1,358
	Supplemental Days (BTS)	2,602	2,654	2,852	3,086	3,626	3,844	4,075
	Total	81,518	83,148	89,357	96,694	113,629	120,446	127,675
16 +	Base Salary	78,049	79,609	85,554	92,579	113,798	120,627	126,422
	Professional Development Days (PDD)	867	885	951	1,029	1,264	1,340	1,405
	Supplemental Days (BTS)	2,602	2,654	2,852	3,086	3,793	4,021	4,214
	Retention Incentive	-	-	-	-	-	-	1,100
	Total	81,518	83,148	89,357	96,694	118,855	125,988	133,141
\$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</i>								
<i>2025-26: State Inflationary Adjustment</i>								

Revised 08/23/24 and Effective 09/01/2024

**PUYALLUP SCHOOL DISTRICT
 ADDITIONAL ASSIGNMENT SCHEDULE
 SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025**

	\$ 373.09	APPENDIX B
HIGH SCHOOL		
Activity Coordinator ¹	15.30	\$5,708
Annual	14.60	\$5,447
Band ⁴	20.10	\$7,499
Chorus	17.70	\$6,604
Debate - Head	17.70	\$6,604
Debate - Assistant	9.67	\$3,608
Journalism	14.60	\$5,447
Musical Play Director	15.00	\$5,596
Non-Musical Play Director	14.60	\$5,447
Orchestra	12.74	\$4,753
One Acts/Children's Show/ Variety Show Director	10.00	\$3,731
Pit Director	10.00	\$3,731
Vocal Director	10.00	\$3,731
WALKER HIGH SCHOOL		
Intramural Coordinator	N/A	\$1,000
JUNIOR HIGH SCHOOL		
Activity Coordinator	11.20	\$4,179
Annual/Journalism	11.20	\$4,179
Intramural Coordinator (3 per school)	N/A	\$1,000
Band	11.20	\$4,179
Chorus	11.20	\$4,179
Musical Play Director	11.20	\$4,179
Non-Musical Play Director	8.60	\$3,209
Athletic Coordinator	N/A	\$5,500
Orchestra	11.20	\$4,179
ELEMENTARY		
Chorus - Fall	2.50	\$933
Chorus - Fall/Spring	5.00	\$1,865
Chorus - Full Year	7.50	\$2,798
Dual Language	5.00	\$1,865
Building Track Meet Coordinator	4.00	\$1,492
DISTRICT-WIDE		
Gordon Golliet Spring Track Meet District Coordinator	6.00	\$2,239
District Math Relay Coordinator	3.50	\$1,306
WIN (wellness) Coordinator	8.50	\$3,171
District STEM/STEAM Showcase Coordinator (4)	10.50	\$3,917

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 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

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, 2024 THROUGH AUGUST 31, 2025**

	\$ 373.09	APPENDIX D
HIGH SCHOOL (ERHS, RHS and PHS)		
HS Art - Visual & Performing	5.5	\$2,052
HS Counseling	4	\$1,492
HS CTE <i>(3 per school, from separate pathway areas)</i>	4.5	\$1,679
HS LA	8.5	\$3,171
HS Math	8.5	\$3,171
HS PE	5.5	\$2,052
HS Science	8.5	\$3,171
HS Social Studies	8.5	\$3,171
HS Special Education	5.5	\$2,052
HS World Languages	4.5	\$1,679
HIGH SCHOOL (WHS)		
WHS Math	5.5	\$2,052
WHS Science	5.5	\$2,052
WHS LA	5.5	\$2,052
WHS Social Studies	5.5	\$2,052
PUYALLUP OPEN DOORS POD		
POD	5.5	\$2,052
DIGITAL LEARNING (PDL)		
PDL Math	5.5	\$2,052
PDL Science	5.5	\$2,052
PDL LA	5.5	\$2,052
PDL Social Studies	5.5	\$2,052
JUNIOR HIGH SCHOOL		
JH Art - Visual & Performing	4.5	\$1,679
JH CTE	4.5	\$1,679
JH LA	5.5	\$2,052
JH Math	5.5	\$2,052
JH Science	5.5	\$2,052
JH PE	4.5	\$1,679
JH Social Studies	5.5	\$2,052
JH Special Education	4.5	\$1,679
DISTRICT-WIDE		
HS Counseling Coordinator <i>(including WHS and PDL)</i>	4.0	\$1,492
JH Counseling Coordinator	4.0	\$1,492
Elementary Counseling Coordinator	4.0	\$1,492

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 08/27/2024 and Effective 09/01/2024

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.

NOTES:

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

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**

<p>1. What is the difference between a part-time position, a part-year position and a job share position?</p>	<p>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.</p>
<p>2. What is the difference in benefits between job share and part-time positions?</p>	<p>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.</p>
<p>3. What about planning/release, the 181st Day and staff meetings?</p>	<p>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.</p>
<p>4. Is the District obligated to share a position?</p>	<p>The District is obligated to consider job sharing when there is an open position.</p>
<p>5. How does one get permission to job share?</p>	<p>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.</p>
<p>6. What must be done before a job share request is approved?</p>	<p>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.</p> <p>b) The potential job share team must then identify the position they wish to share.</p> <p>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.</p>
<p>7. Can a job share team work alternating weeks?</p>	<p>Alternating weeks if approved by a Principal and District designee.</p>
<p>8. Who authorizes a job share?</p>	<p>The Director of Human Resources will authorize a job share after reviewing the recommendation of the building Principal.</p>

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?	a) Where a position already belongs to one team member, it remains that member's position when the job share team dissolves. b) Where a position is "open," it shall be assigned to the senior member of the team (by building and then by District seniority).
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.