

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

PULLMAN SCHOOL DISTRICT #267

AND THE

PULLMAN EDUCATION ASSOCIATION

Effective September 1, 2023– August 31, 2025

TABLE OF CONTENTS

TABLE OF CONTENTS	3
PREAMBLE	1
ARTICLE I – ADMINISTRATION.....	3
Section 1: Definitions of Terms	3
Section 2: Exclusive Recognition	4
Section 3: Employment of Certificated Employees	5
Section 4: Contracting Out.....	5
Section 5: Status of Agreement.....	5
Section 6: Conformity to Law.....	6
Section 7: Labor Management Meetings	6
Section 8: Distribution of Agreement	6
Section 9: Management Rights	7
ARTICLE II – BUSINESS	8
Section 1: Dues Deductions	8
Section 2: Other Deductions	8
Section 3: Hold Harmless	8
Section 4: Associations Rights.....	9
Section 5: Orientation of Staff	10
Section 6: Pre-service Training.....	10
Section 7: District Committees	10
ARTICLE III – EMPLOYEE RIGHTS	12
Section 1: Due Process/Just Cause.....	12
Section 2: Complaint Procedure	12
Section 3: Individual Rights/Nondiscrimination.....	13
Section 4: Academic Freedom	13
Section 5: Personnel File	14
Section 6: Working File	15
Section 7: Work Environment.....	15
Section 8: Student Discipline.....	15
Section 9: Classroom Visitation.....	17
Section 10: Employee Safety	17
Section 11: Protection of Employees and Property.....	18

Section 12: Harassment.....	18
Section 13: Enrollment of Employee’s Child	18
Section 14: Social Media	19
Section 15: Personal Electronic Devices	19
ARTICLE IV – ASSIGNMENT, TRANSFER AND VACANCY	20
Section 1: Definitions	20
Section 2: Assignment.....	20
Section 3: Voluntary Reassignment	21
Section 4: Involuntary Reassignment	21
Section 5: Vacancy	22
Section 6: Position Exchange.....	23
Section 7: Voluntary Transfer.....	23
Section 8: Involuntary Transfer.....	24
Section 9: Assistance with Moving.....	24
Section 10: Job Sharing	25
ARTICLE V– REDUCTION IN FORCE	27
Section 1: Definitions	27
Section 2: Criteria for Reduction in Force (RIF)	27
Section 3: Notification for RIF	27
Section 4: Criteria for Retention	28
Section 5: Annual Publication of the Seniority and Certification Report	28
Section 6: Steps in Reduction in Force	29
Section 7: Provisions for Re-employment	30
ARTICLE VI – INSTRUCTION	31
Section 1: Class Size.....	31
Section 2: Workload Relief.....	32
Section 3: Special Education	34
Section 4: Multi-level Personnel.....	35
Section 5: Part-time Employees.....	35
Section 6: Equitable Distribution of Students.....	36
Section 7: Preparation Time.....	36
Section 8: Class Coverage and Loss of Preparation Time	37
Section 9: Parent Conferences/Grade Preparation	37
Section 10: WA Kids Testing	38

Section 11: Mentor Program	38
Section 12: Non-Instructional Duties.....	38
ARTICLE VII – EVALUATION	40
Section 1: Definitions	40
Section 2: Evaluation Process	42
Section 3: Provisional Employees.....	43
Section 4: Electronic Monitoring.....	43
Section 5: Classroom Teacher Evaluation System, Track One	43
Section 6: Evaluator Requirements, Track One	45
Section 7: Comprehensive Evaluation Option	45
Section 8: Focused Evaluation Process.....	49
Section 9: Support for Basic and Unsatisfactory Performance	50
Section 10: Certificated Support Personnel, Track Two	51
Section 11: Long-Form Evaluation.....	51
Section 12: Short-form Evaluation	52
Section 13: Probation	52
Section 14: General Requirements.....	54
ARTICLE VIII – LEAVES	56
Section 1: Illness, Injury and Emergency Leave.....	56
Section 2: Family/Medical Leave	57
Section 3: Washington State Paid Family and Medical Leave (PFML).....	57
Section 4: Employee Absence.....	58
Section 5: Employee Attendance Incentive Program.....	58
Section 6: Bereavement Leave.....	58
Section 7: Jury Duty and Court Appearances	58
Section 8: Leave of Absence	59
Section 9: Parenting Leave	59
Section 10: Professional Leave	59
Section 11: Public Service Leave.....	60
Section 12: Personal Leave	60
Section 13: Association Leave	61
Section 14: Military Leave.....	61
Section 15: Annual Sick-Leave Conversion	62
Section 16: Retirement Buy Back or Death Conversion.....	62

Section 17: VEBA.....	62
Section 18: Sick Leave Sharing	63
ARTICLE IX – FISCAL	64
Section 1: Contract Compliance	64
Section 2: Length of Work Year	64
Section 3: Length of Workday	64
Section 4: Salary Schedule.....	65
Section 5: Salary Schedule Placement and Movement	65
Section 6: Salary Payment	66
Section 7: Per Diem Rate of Pay.....	66
Section 8: Professional Rate of Pay	66
Section 9: Pay Procedures for Part-time Employees.....	67
Section 10: Professional Development	67
Section 11: Co-curricular and Supplemental Stipends.....	68
Section 12: Work Performed Under Grant.....	68
Section 13: Insurance Benefits.....	69
Section 14: Calendar	69
Section 15: Travel Reimbursement.....	70
Section 16: Extended Contracts	70
ARTICLE X - GRIEVANCE PROCEDURE	71
Section 1: Definitions	71
Section 2: Grievance Considerations	71
Section 3: Rights to Representation	72
Section 4: Individual Rights.....	72
Section 5: Procedure	72
Informal Communications	72
Step 1 – Immediate Supervisor	73
Step 2 – Superintendent/Designee	73
Step 3 – Board of Directors.....	74
Step 4 – Binding Arbitration	74
Section 6: Jurisdiction of the Arbitrator	74
Section 7: No Reprisals.....	75
Section 8: Arbitration Costs	75
Section 9: Cooperation of Board and Administration	75

Section 10: Release Time.....	75
Section 11: Personnel Files	75
Section 12: Grievance Form	75
ARTICLE XI - DURATION.....	76
APPENDIX A – SALARY SCHEDULE.....	77
APPENDIX B – CALENDAR	78
APPENDIX C – EMPLOYEE EVALUATION PROCESS/TIMELINE.....	79
APPENDIX D 1 – TRACK 2 – CERTIFICATED SUPPORT PERSONNEL EVALUATION LONG FORM	82
APPENDIX D 2 – TRACK 2 – CERTIFICATED SUPPORT PERSONNEL EVALUATION SHORT FORM.....	83
APPENDIX E – GRIEVANCE REPORT FORM.....	84
APPENDIX F – POSITION EXCHANGE FORM	86
APPENDIX G – JUST CAUSE/SEVEN KEY TESTS	88
APPENDIX H – ANNUAL STAFF ASSIGNMENT INTEREST SURVEY	89
APPENDIX I	90
INDEX.....	91

PREAMBLE

This Agreement is entered into by and between the Board of the Pullman School District and the Pullman Education Association pursuant to Chapter 41.59 RCW.

The Board and the Association agree that their common goal – to provide each student of this district with a high-quality education – depends on the collective efforts of all parties. Both parties agree that student learning needs are best met by balancing the professional needs of employees with the overall stewardship and financial management of the district. The Board and the Association recognize that establishing and maintaining a collaborative working relationship requires trust, mutual respect, and direct communication.

ARTICLE I – ADMINISTRATION

Section 1: Definitions of Terms

- A. The term "District" shall mean the Pullman District Number 267, Whitman County, Washington State, or its agents.
- B. The term "Board" shall mean the Board of Directors of the Pullman School District.
- C. The term "Association" or "PEA" shall mean the Pullman Education Association, which is affiliated with the Washington Education Association, the National Education Association, and the WEA-Eastern Washington UniServ Council.
- D. The term "Parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement. Unless the context in which they are used clearly requires otherwise, words used in the contract denoting gender shall include both the masculine and feminine.
- G. The term "day" shall mean any day the District business office is open for business with the public, unless specified otherwise in this Agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or their designee.
- I. The term "President" shall mean the President of the Association or their designee.
- J. The term "contract" shall mean the individual employee's contract issued to, and signed by, each employee.
- K. The term "supplemental contract" shall mean that contract issued and signed for special and supplemental assignments and shall be in accordance with current statutory provisions.
- L. The term "seniority" shall mean years of certificated experience in the State of Washington unless otherwise specified in this agreement.

- M. The term “RCW” shall mean the Revised Code of Washington.
- N. The term “WAC” shall mean the Washington Administrative Code.
- O. The term “OSPI” shall mean the Washington State Superintendent of Public Instruction or their office.
- P. The term “PERC” shall mean the Washington State Public Employee Relations Commission.
- Q. The term “inflationary increase” shall mean implicit price deflator (IPD) or as defined by the State Legislature.

Section 2: Exclusive Recognition

- A. The District recognizes the Association as the exclusive bargaining representative for all non-supervisory full-time and part-time certificated employees including short-term and long-term substitutes.
- B. Employees who are not under contract but who are entitled to recognition as members of the bargaining unit are temporary employees who meet the definition of long-term and short-term substitutes as set forth below:
 - 1. Long-term Substitute: A long-term substitute is a person who is employed to work more than twenty (20) consecutive days in one (1) position. After the twentieth (20th) day, a long-term substitute shall be eligible for per diem salary placement. The following provisions shall apply to long-term substitute employees:

Article I
Article II, Sections 1, 2 and 4
Article III, Sections 3, 4, 5, 7, 8 and 9
Article VI, Sections 1-10 and 12
Article VIII, Sections 1 and 3
Article IX, Sections 3, 4, 5, 13 and 15

Long-term substitutes are eligible for insurance benefits in accordance with Federal and State Law.
 - 2. Short-term Substitute: A short-term substitute is a person who has been employed in various assignments for more than thirty (30) days during the current or immediately preceding school year. A short-term substitute shall be paid at the current substitute rate of pay and is exempt from all other provisions of this Agreement.
- C. Employees not subject to the terms and conditions of this Agreement include all administrators and other supervisory personnel as provided for in RCW 41.59.020.

Section 3: Employment of Certificated Employees

The Board shall in all instances employ certificated employees who are properly credentialed in accordance with applicable State laws, and by other such requirements as specified by the Office of the State Superintendent of Public Instruction. Non-certificated personnel shall not be assigned to perform work which will substitute or replace an employee in their assignment or employment.

Section 4: Contracting Out

- A. All work customarily performed by the School District in its own facilities with its own certificated employees shall continue to be performed by the District and its certificated employees.

There shall be no subcontracting for certificated employee services except in situations when there are not any qualified certificated personnel within the District. It is understood that the District will continue to search for certificated personnel to fulfill such positions through the recruitment and selection process. Prior to contracting out any work presently performed by a bargaining unit member, the District will notify the Association of its intent.

- B. Under certain circumstances and upon mutual agreement a person can be employed under a limited certificate, as outlined in WAC 181-79A-231, to teach courses as long as there are no qualified certificated personnel available.

Section 5: Status of Agreement

- A. Throughout this agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the exclusive bargaining representative for all employees covered under this agreement. Said rights and functions are not common to any other employee organization within the District. Other privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent employees officially represented by the Association. The right to participate as an organization officially representing employees in grievance processing shall be an exclusive right of the Association.
- B. This agreement is in effect as ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only as specified herein.
- C. This agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Section 6: Conformity to Law

This agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this agreement or any application of this agreement to any certificated employee or groups of certificated employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of the agreement shall continue in full force and effect.

Section 7: Labor Management Meetings

The Association President and representatives chosen and designated by the Association President shall meet with the Superintendent and/or designees as needed during the school year to preview and discuss current school problems and practices and the administration of this agreement.

Section 8: Distribution of Agreement

- A. No later than thirty (30) days after the ratification and signing of the Agreement, the Association shall provide the District with a final proof of the Agreement for electronic distribution.
- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.
- C. The Agreement will be distributed electronically unless otherwise mutually agreed upon by the parties.
- D. All certificated individuals making application to the District may, in the Human Resource Office, examine a printed copy of this agreement. Newly hired employees shall be informed of how to access the agreement and may be provided a printed copy of the agreement upon request.
- E. The Agreement shall be posted on the Pullman School District website.

Section 9: Management Rights

- A. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this contract, is the right to direct the work force, the right to hire, promote, retain, transfer and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.
- B. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District.
- C. It is the intention of the parties hereto that all rights, powers, prerogatives, duties and authority which the District now has or had, whether exercised or not, prior to the signing of this Agreement, are retained by the District except those which are specifically abridged or modified by the Agreement.

ARTICLE II – BUSINESS

Section 1: Dues Deductions

- A. The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues, assessments and fees for certificated employees. Dues shall be remitted to WEA or its designee.
- B. Any certificated employee who is a member of the Association, or who has applied for membership, shall sign and deliver an authorization form to the Association. Such membership authorization shall continue in effect from year to year unless revoked in writing and sent to the Washington Education Association. The District shall discontinue the deduction of membership dues upon receipt of notification from the WEA.

Section 2: Other Deductions

- A. Upon appropriate written authorization from an employee, the employer shall make the stated remittance for WEA-PAC, NEA-FCPE, and charitable donations.
- B. Upon written authorization from an employee, payroll deductions shall be made for District and Association approved insurances, savings, and annuity programs that have at least five (5) subscribers.
- C. New employees shall have until September 10 (if hired prior to September 1) or 15 days following the initial date of employment to authorize payroll deductions.
- D. As a condition of employment, employees are required to complete and pay for the legally mandated background check.

Section 3: Hold Harmless

The Association agrees to fully and completely defend, indemnify, and hold the District harmless against any claims, allegations, suits, actions, proceedings, or judgments that are asserted, instituted, filed or obtained against the District arising from or connected with the provisions of this Article of the Agreement or the District's deduction of Association dues or membership fees or charitable payments under the terms

of this Section of this Agreement. The Association agrees to reimburse the District any amounts paid in error because of the membership dues/representation fee deduction provisions of this Section of this Agreement.

Section 4: Associations Rights

- A. The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business so long as such use does not interfere with previously scheduled District use.
- B. The Association shall have the right, with the prior knowledge of the building administrator, to use District facilities and equipment, at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the district for any and all supplies used.
- C. The Association shall have the right to post notices of activities and matters of Association concern that are nonpolitical as defined by law or the Public Disclosure Commission on bulletin boards to be provided in each faculty lounge of each building of the District.
- D. The Association shall have the right to use in-district mail service, if available, and employee mailboxes for communication purposes that are nonpolitical as defined by law or the Public Disclosure Commission.
- E. The District shall furnish to the Association, upon written request, any information that is public record under the Public Disclosure Act of the state of Washington.
- F. Representatives duly authorized by the Association who participate during working hours in negotiations, grievance proceedings, conferences or meetings with representatives of the District shall suffer no loss of pay.
- G. The Association and its representatives shall have access to all District buildings and bargaining unit employees.
- H. By September 10, or within five (5) days of hire for employees hired after September 1, the District shall provide the Association with a list of names of newly hired employees and their contact information. The Association shall be able to meet with new employees for thirty (30) minutes

during new employee orientation, or at another mutually agreed upon time during regular work hours, no more than ninety (90) days after the new employee begins work.

- I. The association rights granted in this section shall not be extended to any other individual or organization which seeks to represent employees subject to this agreement regarding wages, hours, and other terms and conditions of employment.

Section 5: Orientation of Staff

- A. At the annual meeting of all employees prior to the opening of school for students, the President of the Association or their designee and the Superintendent and/or Board President, or their designees shall each have time to address the employees.
- B. In the formal program provided by the District for the orientation of new employees, there shall be adequate opportunity for participation by Association representatives.
- C. The names of all employees, their building, grade, and subject assignments shall be provided to the Association by September 10.

Section 6: Pre-service Training

Interested and qualified employees may cooperate with educational certification programs approved by the District, to provide certificate training opportunities for pre-service program students. An agreement between certification program institutions and the Pullman School District is required prior to placements being made. Placement of a pre-service student in the school must be coordinated and approved by the Assistant Superintendent. Copies of the agreements are available by request in the Human Resources Department. Any and all stipend amounts or other consideration, if provided by the pre-service institution, will be distributed to participating employees according to the institution's stated intentions.

Section 7: District Committees

- A. The Association shall have the right to appoint one (1) Association representative to District committees pertaining to instruction and/or working conditions, including but not limited to, curriculum, curriculum adoption, study or focus groups, and citizens' advisory committees. Association representatives are not eligible for compensation for committee participation, provided such compensation is offered by the District.

- B. The District will post to the website the minutes of any committee meeting pertaining to instruction and/or working conditions prior to the formal submission of a final report to the Board. The Association President may request a meeting to discuss the report.
- C. The Association may waive its right, in writing, to appoint Association representatives to advisory and/or other committees.

ARTICLE III – EMPLOYEE RIGHTS

Section 1: Due Process/Just Cause

- A. No employee shall be disciplined (including nonrenewal or discharge for disciplinary reasons) without just and sufficient cause (see Appendix G). Causes leading to disciplinary action shall be reduced to writing and delivered to the employee.
- B. An employee shall have the right to have a representative of their own choosing present in any hearing where disciplinary action is being discussed or considered provided that any such meeting will not be delayed more than five (5) employee workdays.
- C. The District agrees to follow progressive discipline. Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation that precipitates the action. That means, in some instances that directly impact the workplace including, but not limited to, inappropriate, unsafe, or unprofessional behaviors (which may include a violation of the code of conduct), it may be appropriate to skip the progressive disciplinary steps described in the following sentence. progressive disciplinary steps may include the following: oral warning, written warning, written reprimand, suspension and discharge. Non-disciplinary measures may include: oral instruction/counseling and written instruction/counseling.
- D. Each employee formally disciplined shall be served with a written notice, which shall include the reasons and clarification of future expectations.
- E. The evaluation procedure is not a form of disciplinary action.

Section 2: Complaint Procedure

- A. Any complaint and complainant's name (unless the release of such name is prohibited by court order or state and/or federal law) made against an employee by any parent, student, or other person will be called to the attention of the employee by the employee's next workday or as soon as possible but no later than ten (10) days from the receipt of such complaint. Written notification shall be acceptable should the employee be unavailable to discuss the cause for the complaint.
- B. Any complaint not called to the attention of the employee shall not be used as the basis for any disciplinary action against the employee. The employee shall acknowledge receipt of the complaint

by signing a receipt of notice of such complaint without requiring agreement to the substance of the complaint.

- C. The employee shall have the right to Association representation at any meetings or conferences regarding the complaint that may lead to discipline.

Section 3: Individual Rights/Nondiscrimination

- A. Employees shall be entitled to full rights of citizenship. The District will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion, discipline and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. Unless based upon a bona fide occupational qualification, the prohibition against discrimination of a disability shall not apply if the particular disability prevents the proper performance of the particular work involved. RCW 49.60.180
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere. Nonetheless, an employee who believes that they have been discriminated against may file a grievance according to the procedure described in Article X of the Agreement. However, no party can advance the grievance beyond Step 3.
- C. The private life of an employee is not within the appropriate concern or attention of the District, provided those actions do not interfere with the performance of their duties and are not contrary to the Code of Professional Conduct (WAC 181.87 and WAC 181.88).

Section 4: Academic Freedom

- A. The principle of academic freedom for certificated employees shall not supersede the basic responsibilities of the employee to the educational profession. These responsibilities include:
 - 1. A commitment to support the Constitution of the United States.
 - 2. A concern for the welfare, growth and development of children.
 - 3. An insistence upon objective scholarship.

- B. The free exchange of ideas is an expected part of effective teaching. A certificated employee must be free to think and to express ideas. Such freedom must not be restricted except when it conflicts with the basic responsibility of the employee to utilize the district-authorized courses of study, such as adopted curriculum, Common Core State Standards, Next Generation Science Standards, or in adhering to established District policies and administrative procedures related to the review and to the presentation of controversial issues.
- C. Employees will not purchase and download an internet based application to replace district adopted materials without the approval of the Instructional Technology Department.

Section 5: Personnel File

- A. Certificated employees shall, upon request, have the right to inspect all contents of their complete personnel file. Anyone, at the certificated employee's request, may be present with the certificated employee during this review. Upon request, a copy, at employee's expense at current reproduction rate, of any documents contained therein shall be afforded the employee. No secret, duplicate personnel files shall be kept in the District. This does not prevent the District from maintaining investigation files, grievance files, or working files as outlined in Section 6. Upon request by the certificated employee, the Superintendent or their official designee shall sign to verify contents.
- B. Each certificated employee's personnel file shall contain the following minimum items of information: all certificated employee's evaluation reports, copies of annual contracts, teaching certificate, and a transcript of academic records.
- C. Disciplinary or derogatory materials shall not be placed in the personnel file without the employee's knowledge, in writing, of such placement. It is understood that forms required by the evaluation procedure are not to be considered as derogatory references. Any material critical of an employee which is not shown to the employee within ten (10) days after placement in the personnel file will not be allowed as evidence in any grievance or disciplinary action against such employee.
- D. After three (3) years from the date of issuance of any disciplinary action or the placement of any derogatory material in the personnel file, the employee may request in writing removal of such documents, provided that there are no related incidents during the three (3) year period after the placement of such materials in the personnel file. Materials shall not be removed if prohibited by State law or the applicable records retention schedule. (RCW 28A.400.301)

Section 6: Working File

Working files maintained by the employee's supervisor and/or evaluator may be reviewed at any time by the employee. Such files shall not be passed on from one administrator to another nor shall such files follow the employee from one assignment to another. Working files shall be cleared at the end of each school year, except that derogatory materials may remain for one (1) calendar year from the date of occurrence in the working file.

Section 7: Work Environment

- A. The District shall follow the Washington State Department of Labor and Industry standards as it relates to the employee's working environment.
- B. The District shall maintain working conditions which meet the health and safety requirements in the workplace for students and employees. It shall be the obligation of each individual employee to report inadequate environmental conditions to their immediate supervisor.
- C. When a verified IEQ/Health/Safety issue arises, the District shall provide immediate notice to the entire staff of the impacted building, safety committee, and the Association. As information becomes known, it will be communicated to staff and the building safety committee.

Section 8: Student Discipline

- A. The District shall support and uphold employees in their efforts to maintain discipline in the District and shall promptly respond to all employee requests regarding discipline problems. Further, the authority of the employee to use prudent disciplinary measures for the safety and well-being of students and others is supported by the Board. In the exercise of authority, an employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations.
- B. The principal or designee of each building shall, within the first month of school, distribute and explain the discipline procedures of the school building and the policy of the District relating to discipline. The Superintendent or designee shall ensure district-wide communication of said policy.

- C. In accordance with board policy, as well as all applicable federal and state law, each employee shall have the authority to impose discipline upon a student for misconduct which violates written rules of the school district and/or individual classroom.
- D. Any student who creates a disruption of the educational process in violation of the building or District disciplinary standards in accordance with Board Policy 3241P while under an employee's immediate supervision may be excluded by the employee from the employee's individual classroom, instructional or activity area for all or any portion of the balance of the school day, or up to the following two (2) days, or until the principal or designee and employee have conferred, whichever occurs first. Both parties recognize the state and federal regulations under the Individual with Disabilities Act (IDEA) shall be honored.
- E. Except in emergency circumstances, the employee must first attempt one (1) or more alternative forms of corrective action in accordance with Board Policy 3241P. In no event without the consent of the employee may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) student days, or until the principal or designee and the employee have conferred. RCW 28A.600.020 The parties recognize that students who have an Individualized Education Plan (IEP) will be subject to the procedures/steps identified in the IEP.
- F. Following a teacher's classroom exclusion of a student, the teacher must report the classroom exclusion, including the behavioral violation that led to the classroom exclusion, to the principal or the principal's designee as soon as reasonably possible. Classroom exclusion under the behavioral violation category of "other" is insufficient. The excluded student may return to the classroom after the Principal or their designee and the teacher have conferred regarding the facts of the situation and actions taken. This conference should be held outside of class time; however, the teacher may give permission for a student to return to class without said conference. The teacher, principal, or the principal's designee must notify the student's parents regarding the classroom exclusion as soon as reasonably possible.
- G. Upon employee request, a conference between student, parent/guardian, principal, and the employee will be held to discuss future behavior expectations of the student and may result in a formal reentry plan or behavior contract.
- H. Nothing in this section prevents the District, if it has suspended or expelled a student from the student's regular school setting, from providing educational services to the student in an alternative setting or modifying the suspension or expulsion on a case-by-case basis.
- I. If a student has a documented Behavior Intervention Plan/Contract or the school district is notified by a court of a student's conviction of a violent crime, the principal or designee shall notify the employee(s) who will work directly with the student of said behavior plan or history.

Section 9: Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred and scheduled the visitation with the employee.
- B. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 10: Employee Safety

- A. The District acknowledges the impact that serious threats and assault on staff members has on the educational process and will follow the student disciplinary process in accordance with District policy and State and Federal law. Offenses against an employee can lead to disciplinary actions up to and including long-term suspension and/or expulsion whenever appropriate and in accordance with student due process rights.
- B. A threat and/or assault upon an employee by a student, parent or guardian shall promptly be reported to the employee's supervisor or designee. Following such reporting the supervisor or designee shall follow district policy and procedures when reviewing the incident. If the administrator is permitted by state and/or federal regulation, they will share relevant information back to the employee regarding what action, if any, has been taken.
- C. Students committing any offense against an employee may be disciplined and referred to local law enforcement as appropriate.
- D. Employees are free to exercise their personal legal rights and alternative courses of action concerning threats and/or assaults.
- E. Employees who suffer injury caused by a physical assault by a student, parent, guardian of a student, or other individual, during the course of their employment or the authorized supervision of students at a district sponsored event, will complete a Pullman School District Employees'

Accident Report and turn it in to the appropriate district official. If needed, the employee may seek professional medical care.

Section 11: Protection of Employees and Property

The board shall provide employees with insurance protection as is required by RCW 28A.400.370. Upon request the District will provide employees with a written summary of the coverage they have under the provisions of District insurance policies.

Section 12: Harassment

- A. The District prohibits harassment of any kind, including sexual harassment, and will take appropriate action in response to complaints or knowledge of any type of harassment toward employees. For purposes of this section, “harassment, intimidation or bullying” means any intentionally written message or image including those that are electronically transmitted – verbal, or physical act to intimidate, threaten, or coerce an employee, co-worker or any person working for or on behalf of the District. Verbal taunting (including racial and ethnic slurs) that, in the employee’s opinion, impairs the employee’s ability to perform their job is included in the definition of harassment.
- B. Should an employee complain that they have been harassed in the performance of their job, such an employee shall report the complaint to the employee’s supervisor or their Human Resources Department. The District shall treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties. Following district policy and procedures, the supervisor or designee shall assess the complaint and inform the employee of what action, if any, has been taken in response to the alleged complaint in accordance with State and Federal regulations. Employees may exercise their personal right to report incidents of harassment to the local law enforcement agency. There shall be no retaliatory action against anyone filing a good faith complaint of any type of discrimination, including harassment.

Section 13: Enrollment of Employee’s Child

The District shall enroll students who are the children of part or full-time certificated employees living within Washington State in accordance with Policy and Procedure 3131 (Attendance Area Transfer) and Policy and Procedure 3141 (Non-Resident Students).

Section 14: Social Media

- A. The district acknowledges that many existing laws and policies apply to social media use by district staff, students, and the public. These include, but are not limited to, laws and policies in the areas of civility, privacy, public records retention, and disclosure, copyright, ballot measures, access to district resources, and First Amendment rights. The district will comply with these laws and update existing policies and procedures appropriately.
- B. If an employee reports that a social media platform or other online platform is being used to threaten, harass, or impersonate them as an employee of the district, the district will take the following steps:
 - 1. If the communication comes from a student, the district will follow its student discipline policies and procedures to investigate and determine potential consequences for the student's conduct.
 - 2. If the communication comes from a district employee, the district will investigate the matter and determine potential consequences for the employee.
 - 3. If the communication comes from a community member or parent, the district will meet with the employee and work with them to discuss the situation
- C. Employees are free to exercise their personal legal rights and alternative courses of action concerning cyber threats and harassment.
- D. Any case of a verbal, written or physical assault (including postings on Facebook, Twitter, or other social networking sites) upon an employee related to their employment with the district shall be promptly reported to the Superintendent, and if necessary, the police, or designee who will render assistance to the employee in connection with handling of the incident by law enforcement authorities. Assaults and insults shall be dealt with as specified by RCW 28A.635.010, RCW28A.635.020, RCW28A.635.030, RCW28A.635.090, RCW28A.635.100, RCW 10.31.100 (10), RCW 9A.84 as revised, as appropriate.

Section 15: Personal Electronic Devices

The District will provide electronic devices deemed necessary by administration, including subscription based online software programs, for required work purposes. In the event an employee is required to work from home because district buildings are not accessible, the district will provide an appropriate computer for the employee to use to ensure student instructional and communication needs are met.

ARTICLE IV – ASSIGNMENT, TRANSFER AND VACANCY

Section 1: Definitions

- A. Assignment: The specific grade level, subject, course, specialty area or other certificated job responsibilities covered by the terms and conditions of this Agreement
- B. Reassignment: A change in assignment within a building either by request or because of building or program needs
- C. Voluntary Reassignment: A change in assignment within a building by employee request
- D. Involuntary Reassignment: A reassignment within the building initiated by a building principal
- E. Vacancy: A position presently unfilled; a position currently filled that will be open in the future; or a newly created position
- F. Transfer: A change from an employee's current assignment to an assignment in another building
- G. Voluntary Transfer: A transfer mutually agreed upon between the employee and the District
- H. Involuntary Transfer: A transfer initiated by the District that changes an employee's current assignment to an assignment in another building.
- I. Position Exchange: An exchange of assignments

Section 2: Assignment

- A. Employees will be assigned in their area of certification and/or major field of study. Exceptions will be handled consistent with applicable WACs or RCWs. Written notification of assignment for the upcoming school year shall be submitted to all employees by the last day of the current school year. In the event of a demonstrated enrollment shift, an employee may be transferred as specified in Article IV, Section 5 of this agreement.
- B. When a new assignment occurs, the affected employee shall be notified and upon request be allowed up to two (2) additional per diem days to prepare for the new assignment.
- C. The employee may request the assistance of the District to help move the employee's instructional materials.

Section 3: Voluntary Reassignment

- A. Reassignment within a building is not a transfer.
- B. Principals will inform all building employees via email of positions open for reassignment.
- C. Reassignments will occur before any vacancy is declared and posted through the Human Resources Department.
- D. The following sequence will be used when filling openings within the building:
 - 1. Employees are responsible for notifying the District through the employment survey done annually of their interest for a change of assignment.
 - 2. Enrollment/staffing levels and classes are set administratively.
 - 3. Principals will complete reassignments within their building, including those returning from leave.
 - 4. Once all voluntary and involuntary reassignments have occurred, open positions will be posted following District procedures. Current employees will be given an interview if they submit a letter of interest for the position.
 - 5. Principals will follow established procedures for interviewing, prioritizing, and hiring candidates.
- E. When two (2) or more employees in the same building seek to be reassigned to an opening for which they are qualified, the employee not selected will be informed of the specific reasons, which may include the ratings on their last summative evaluation.

Section 4: Involuntary Reassignment

The following procedures shall be followed for involuntary reassignments of employees due to change of program, an anticipated enrollment shift or declared emergency (fire, flood, etc.) within or upon the building/district:

- A. The principal/designee shall seek volunteers prior to an involuntary reassignment.
- B. When there are no volunteers for the open position, the building principal may reassign an employee from their current position based on certification and endorsements held by the staff.
- C. Involuntary reassignments will never be punitive.

- D. Involuntary reassignments will always be preceded by a collaborative conversation between the employee and their building principal.
- E. An employee may only be reassigned involuntarily from their current position if:
 - 1. their current position is not anticipated to be available the following school year or;
 - 2. if the building principal can provide a rationale supported by documented evidence explaining why the teacher would be more successful in the reassigned position.
- F. Employees who are involuntarily reassigned will be given the option to return to their former position should the position become available within three (3) years following an involuntary reassignment as follows:
 - 1. Once the position is declared open within the building, the employee will have two (2) days to notify the principal/designee of their intent to return to that position.
 - 2. If the employee chooses to waive their right to return to their previous position, that position will be declared vacant. The position shall be filled according to the procedures in Section 3 above.
 - 3. If the position becomes available after three (3) years, the employee will be given priority in consideration of the position
- G. No employee shall be involuntarily reassigned for more than two (2) consecutive years.
- H. Employees will not be involuntarily reassigned more than two (2) times within a five (5) year period.

Section 5: Vacancy

- A. When a vacancy is declared, the hiring administrator will initiate the hiring process through the Human Resources Department. The job posting shall clearly set forth the qualifications and requirements for the position.
- B. Various means of informing current employees covered by this Agreement about these vacancies will be used. These will include, but are not limited to, notification on the Pullman School District website and email.
- C. Vacancies shall be posted in-district for five (5) days and after five (5) days posted out-of-district. Hard to fill positions will be posted simultaneously in-district and out-of-district (these include special education, CTE, Math, Science, SLP, OT, Music, Art, or other positions mutually agreed upon by both parties). This language shall only be applied to fill positions declared prior to June 1st.

- D. Current employees desiring to be considered for a vacancy in another building must apply for the position by uploading a letter of interest to the electronic job application system.
- E. In-district candidates will automatically receive an interview for any vacancy for which they meet the qualifications listed in the job posting.
- F. In-district candidates will have the option but will not be required to do a teaching demonstration lesson as part of the interview process. In the absence of a teaching demonstration score, the employee's supervisor will be responsible for completing the lesson observation protocol form based on the most recent observation/evaluation and provide this data to the team for consideration. Elementary employees applying for secondary positions and secondary employees applying for elementary positions will be encouraged to do a teaching demonstration as part of the interview process.
- G. Preference will be given to in-district candidates; however, the District reserves the right to hire the most qualified candidate for the position.
- H. The employee not selected will be informed of the specific reasons, which may include the ratings on their last summative evaluation. In-district candidates who are not selected for a position may also meet with the administrator to discuss how they might strengthen their experience, teaching, or interview skills for future opportunities.

Section 6: Position Exchange

- A. Two (2) or more certificated employees desiring to exchange positions for the following school year shall complete a position exchange form found in Appendix F prior to April 1.
- B. The principals and Superintendent must approve the exchange and in conjunction with the employees agree to the duration of the exchange.
- C. The District shall notify the employees as to the disposition of the request, in writing, within fifteen (15) working days after the request is received.

Section 7: Voluntary Transfer

- A. By March 1, the District will survey staff via an interest survey of their intent to return the following year and their desire to potentially transfer to a different assignment within the building or to potentially transfer to a different assignment in another building within the District. The Annual Staff Assignment Interest Survey can be found in Appendix H.

- B. The results of the survey will be used to provide notice to employees regarding vacancies in other buildings or programs.
- C. Employees desiring a transfer to a vacant position must apply for the position by uploading a letter of interest to the electronic job application system. Procedures listed in Section 4 above will be used to fill the vacancy.

Section 8: Involuntary Transfer

- A. The Superintendent/designee shall seek volunteers prior to a transfer.
- B. When there are no volunteers, the least senior employee, who is qualified by certification for other positions, will be selected for the transfer. Seniority for the purpose of this provision shall mean length of service within the Pullman School District. Tiebreakers will be determined by total length of certificated service, then by teacher's ranking by their last summative evaluation. In the event a tie still remains, it will be broken by lot.
- C. The Superintendent/designee shall verbally discuss with the employee the conditions which require the transfer. The employee shall also be given written notification for the conditions requiring the transfer within ten (10) working days of the conference.
- D. No employee will be involuntarily transferred for more than two (2) consecutive years. Employees who are involuntarily transferred will be given priority on returning to the position from which they have been involuntarily transferred should a position become available. Employees who are involuntarily transferred have the option of notifying the Superintendent in writing if they want to waive their right of return. An employee will need to indicate their intent to return from the desire to return to the position from which they were involuntarily transferred.

Section 9: Assistance with Moving

- A. In-building: Employees required to move into an alternate classroom will receive moving assistance and one (1) day of per diem pay. Consideration for additional hours will be given on a case-by-case basis. Employees who request to change rooms for their own reasons are not eligible for this assistance.
- B. In-district: Employees required to transfer to a different worksite, will receive moving assistance and two (2) days of per diem pay. Consideration for additional hours will be given on a case-by-case basis.
- C. Packing materials shall be provided to employees upon request.

Section 10: Job Sharing

Job sharing refers to two (2) employees sharing one full-time position or to one (1) employee filling a part-time position while also being on part-time leave of absence for the balance of a full-time contract.

- A. Employees desiring to share a position must submit a letter of application which shall include the reasons for the request and a written agreement as specified in letter E. below. The Superintendent shall determine, in a timely manner, whether to honor the request. If such request is denied, the specific reasons will be provided to the employee(s).
- B. Any new job sharing arrangements will be for one (1) year and may be renewed for one additional year, for a total of no more than two (2) years, by submitting a letter of application by March 1 of each year. An employee that is filling a part-time job share position while also being on part-time leave of absence, for the balance of their full-time contract shall be allowed only one (1) school year of leave of absence up to a total of two (2) years. After the initial year of leave the employee must decide whether to continue the job share for another year or return to a full-time position. If the job share is extended to a second year, the employee shall return to a full-time position at the conclusion of the job share.
- C. Final approval shall be with the Board of Directors.
- D. Job sharing arrangements will be filled by employees who have jointly agreed to work together and may take two (2) forms:
 - 1. Two (2) regular employees agree to share one (1) full-time position. Under such an arrangement each employee will become a half-time employee. Each teaching assignment must fulfill the part-time FTE requirements.
 - 2. A regular full-time employee may request a job share arrangement by applying for a “job share leave.” A replacement for the remainder of the position would be hired on a non-continuing contractual basis.
- E. Prior to entering into the job share, employees will develop in writing, as a part of the application, an agreement which addresses: responsibilities, work hours and/or day pattern, preparation time, conferencing, student progress reporting, attendance at in-service or staff development activities, PTA/PTO responsibilities, late start and early release days, attendance at required meetings, and other arrangements necessary for proper intra-team communication and support of the total program. This agreement must be approved by their supervisor(s) prior to submission of the request for job share. Each employee’s individual calendar shall be forwarded to Payroll and the Human Resources Department prior to August 15 for the calendar year in which the job sharing will take place.
- F. Parameters governing job sharing shall be:

1. Each employee will be issued a standard contract with salary proportionately based on salary schedule placement and amount of time or portion of FTE to be shared.
 2. Employees have the option to substitute for their job share partner at the normal substitute pay rate when the one partner is out on approved leave. Employees are required to submit a leave request form for any absence from approved job share schedule.
 3. Seniority will accrue according to the proportion of the employee's contract.
 4. Employees will advance on the salary schedule in the same manner as other part-time employees.
 5. All rights and privileges of this Agreement and Washington State statutes remain in effect.
 6. Requests to return to full-time status from a job share arrangement as above will be done through the assignment and transfer provisions of this Agreement. Employees will notify the Superintendent by March 1 of the intent to return to full-time status.
- G. If one of the employees, returns to full-time status, resigns or goes on leave of absence, the job share shall be determined to be dissolved. The District, at its option, shall offer the remaining employee the position full-time or the employee may seek to establish a new job share arrangement.

ARTICLE V– REDUCTION IN FORCE

Section 1: Definitions

- A. Layoff – an action by the Board reducing the number of employees in the District due to monetary reasons only; it does not refer to decisions to discharge or non-renew an employee for cause.
- B. Financial Emergency – a loss of funding that requires the involuntary separation of employees.
- C. Reduction in Force – reduction of employees resulting from a financial emergency. Any employee placed on layoff status shall retain all accrued benefits as are regularly extended to any employee on leave.
- D. Qualifications – the appropriate Washington State certificate for the subject and/or grade level to which the employee will be assigned.
- E. Seniority – the total number of years of non-supervisory service as a certificated employee.
- F. Voluntary leave – leave requested and granted during a time of financial emergency for a period of up to one (1) year.

Section 2: Criteria for Reduction in Force (RIF)

Reduction in Force (RIF) is an action by board resolution reducing the number of certificated positions due to economic reasons such as failure of special levies, reduction of state or federal funding, or reduction in enrollment. RIF would follow only after all Assignment, Vacancy, Transfer, and Position Exchange provisions, (Article IV) have been exhausted.

Section 3: Notification for RIF

- A. Prior to May 1 the Board will determine if the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year. If the legislature has not passed the omnibus budget by the end of the regular session, the parties may mutually agree to a later date. The determination that a RIF is warranted shall be based on conditions as defined in Article V, Section 2.

- B. Five (5) days following the determination of a necessary RIF and prior to the notification of individual employees, the PEA President shall be notified in writing. The PEA President shall be kept informed throughout the RIF process including criteria for elimination or program reduction.
- C. In an effort to eliminate involuntary separation of staff, every reasonable effort shall be made to ascertain the number of certificated positions which shall be open as a result of:
 - 1. Retirement
 - 2. Resignation
 - 3. Leaves of absence
 - 4. Nonrenewal of rehire/retire and leave replacement employees
 - 5. Nonrenewal of provisional employees and
 - 6. Transfer of employees within the District
- D. Notification to employees must be made prior to May 15.

Section 4: Criteria for Retention

An employee assigned for a retained position shall have these two (2) criteria:

- A. the highest seniority and
- B. appropriate certification and/or endorsements for the position as defined by State law

Section 5: Annual Publication of the Seniority and Certification Report

- A. Seniority, for the purpose of RIF, is determined by the total length in years of overall non-supervisory certificated service. Total experience shall include full or partial years of non-supervisory service accrued prior to the initial date of hire in addition to subsequent years of service earned after the date of hire.
- B. Years of service shall mean completion of a full-time equivalent (FTE) contract for one full school year including partial work experience. Partial FTE and substitute experience shall be computed by dividing the number of total hours per year of service by the total number of hours per year for a full-time employee as computed for placement on the salary schedule.
- C. Annually, by November 1, the District shall publish and distribute the seniority and certification report to all employees for verification of work and education experience. Employees shall have twenty (20) working days to report any dispute regarding their years of experience, degrees earned, coursework and clock hour credit.

- D. A finalized list shall be published and distributed to all employees by March 1 of each year. The list shall reflect all corrections, deletions and additions of personnel for the school year.
- E. The seniority and certification report shall include the:
 - 1. Total number of years of certificated experience
 - 2. Initial date of hire as a contracted employee with the district
 - 3. Type of certificate(s) and endorsements held by the employee as based on the Washington State E-certification database or other data management system administered by OSPI
- F. Employees are to review the seniority report and note any changes for the Human Resources Department during the annual review period.
- G. Employees may become qualified for retained positions by adding endorsements to their respective certificates or permits (WAC 181-82-105).
- H. Employees on leave are responsible for initiating any changes pertaining to their individual listing.
- I. In the event that more than one employee listed has the same seniority ranking, all affected will be ranked by order of the date of the individual signing of each individual's original contract for the current year (of continuous service including approved leaves) with the District. In the event a tie still exists, employees will be ranked according to their last summative evaluation. If after the first two (2) steps a tie still exists, then the affected employees shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which allow affected employees and the Association to be in attendance.

Section 6: Steps in Reduction in Force

Once all Assignment, Vacancy, Transfer and Position Exchange provisions, as defined in Article IV, have been exhausted and the Board of Directors by resolution determines that RIF is warranted, the following steps will be taken. Throughout the process, the District and Association will meet to discuss implementation of the steps.

- A. The Board will reduce the number of employees subject to RIF by use of budgetary reserves and by reducing expenditures in non-employment related categories.
- B. The District will provide the Association with a list of all retained positions.

- C. The District will develop a hiring list of employees by considering each employee in order of seniority. The District will assign an employee under consideration a position that is still open. When no position exists for which the employee is qualified as defined in Article V, Section 4, the employee is left off the hiring list. The District will then proceed to consider the person next in seniority in a similar manner.
- D. The District will notify each employee of employment status by May 15. Those not on the hiring list will receive notice of non-renewal.

Section 7: Provisions for Re-employment

- A. All certificated employees in the RIF category as a result of these procedures will be placed in a re-employment pool for up to three (3) consecutive school years.
- B. The re-employment of employees shall be determined as follows:
 - 1. Each individual shall be considered for re-employment in any position for which the employee is qualified as defined in Article V, Section 4 and 5.
 - 2. The individual shall have the right to refuse the offer of employment resulting in the person's name being passed over for that position only.
- C. Notices of re-employment shall either be hand delivered or sent by return receipt mail. Notices will be sent to the last known address for the individual, and the persons shall have ten (10) working days from the date of the mailing to accept the position. It shall be the responsibility of each person in the re-employment pool to notify the Human Resources Department of any change of address.
- D. All previously accrued benefits (such as but not limited to accrued sick leave, seniority, salary schedule placement) will be reinstated upon re-employment.
- E. No new employees shall be hired to fill existing or new positions until the employment pool has been exhausted, except when no employees in the re-employment pool are eligible because they do not meet the qualifications for the vacant position.
- F. When an employee in the re-employment pool accepts another continuing certificated position either with the Pullman School District or another district, the employee's name will be removed from the re-employment pool.
- G. Each individual in the re-employment pool will be given the opportunity to be on the District's substitute list.

ARTICLE VI – INSTRUCTION

Section 1: Class Size

The Pullman School District shall not exceed class size enrollment except as provided in other areas stated in the Agreement. In a special education co-teach classroom, the special services student numbers shall not exceed half of the total class size. If the student number exceeds half of the class size total number, the workload relief as defined by Article VI Section 2C, goes to the general education teacher only. Students receiving special services in the areas of speech only, OT only, or students on consultation, do not count toward the workload relief.

K	22
1	22
2-3	22
4-5	25
6-8	30
9-12	32

Specialists

Elementary library, music and physical education specialist classes will follow the appropriate grade level class size listed above.

Grades: 6-8

Beginning Band	30
PE	32
Drama, Music	Enrollment consistent with stated goals and objectives for the class

Grades: 9-12

PE	34
Music	Enrollment consistent with stated goals and objectives for the class

Class size enrollment for technology, laboratory, CTE, and Art classes shall be consistent with the stated goals and objectives of the class, available equipment, number of student workstations and safety and health standards.

Building principal(s) will make every attempt to create a balanced schedule to prevent the number of students exceeding the class sizes above.

Each school will make every attempt to balance the number of students with IEPs in any one classroom. If an elementary classroom or a core general education class (math, ELA, science, or social studies) size exceeds more than five (5) students with an IEP as of October 1, the workload relief as defined by Article VI Section 2 applies to the general education teacher. This does not include speech only, OT only, students on consultation, and students served in collaborative settings. This only applies to students who are in class for more than fifty percent (50%) of the school day in elementary or fifty percent (50%) of the student's schedule at secondary.

Section 2: Workload Relief

A. Elementary Classrooms (K – 5th grades)

1. If an elementary class exceeds the class size enrollment in Article VI, Section 1, beginning on the official count date of each month, the principal, in consultation with the employee, will make a recommendation to the Superintendent from the options listed below. The Superintendent (or designee) shall implement one (1) of the options in consideration of the recommendation from the principal.
2. When class enrollment exceeds one (1) to two (2) students, the Principal in consultation with the employee will select only one of the following options:
 - a) One (1) hour para-educator time per day per student (selected and scheduled by the principal in consultation with the employee); time will be pro-rated during collaboration and conference days.
 - b) One (1) hour additional per diem pay per student per week
 - c) Hire an additional employee (this is a consideration solely at the discretion of the Superintendent and Board)
3. The implemented option will be extended on a monthly basis (determined on the official count date of each month) for as long as class enrollment exceeds the level listed in Article VI, Section 1 and the option will end once enrollment, on the official count date of each month, does not exceed the enrollment levels in Article VI, Section 1.
4. Employees shall complete a time-slip for the per diem pay each month that the employee is eligible for overload compensation.

B. Elementary Specialists

1. If a section is one (1) to two (2) students over the enrollment listed in Article VI, Section 1, then one (1) of the options listed in the tables below will count as one (1) section in overload. If a section is three (3) to four (4) students over enrollment listed in Article VI, Section 1, then that section will count as two (2) sections in overload.
2. In order for an elementary specialist to qualify for overload compensation, a full-time employee must be assigned thirty (30) sections or, if part-time, an equivalent number of sections to FTE.
3. Elementary specialists (art, STEM, music, health and fitness) with more than thirty-three (33) sections will be offered a supplemental contract of .03 FTE for each section beyond thirty-three (33).

Specialist meets each section one time per week:

# of Sections in Overload	# of Parapro Hours Granted Per Week	Hours of Pay Per Week
1 - 6	1	0.2
7 - 11	2	0.4
12 - 17	3	0.6
18 - 23	4	0.8
24 +	5	1.0

Specialist meets each section two times per week:

# of Sections in Overload	# of Parapro Hours Granted Per Week	Hours of Pay Per Week
1 - 3	1	0.2
4 - 6	2	0.4
7 - 9	3	0.6
10 - 12	4	0.8
13 +	5	1.0

C. Secondary Classrooms

1. If a secondary class exceeds the class size enrollment listed in Article VI, Section 1, beginning on the official count date of each month, the employee will receive one (1) hour additional per diem pay, per student, per month.
2. The implemented option will be extended on a monthly basis (determined on the official count date of each month) for as long as class enrollment exceeds the class enrollment listed in Article VI, Section 1. This option will end once enrollment, on the official count date of each month, does not exceed the classroom enrollment.

Section 3: Special Education

Since the nature of the work of each category of special education staff is unique, the Director of Special Services and special education staff will review and communicate about caseload, at least quarterly, or as needed. The purpose of the review will be to evaluate programming and communicate caseload concerns and recommendations. Either the special education staff or the Director of Special Services may make recommendations.

- A. Before a change of placement occurs for a student with an IEP, the employee will be informed of the student's needs according to their IEP.
- B. The following procedure will be used to assist special education certificated staff members in keeping enrollment at reasonable and workable levels:

- 1. Definitions:

Caseload-Typically defined as the number of students with Individual Education Plans (IEPs) for whom a teacher serves as "case manager" and is responsible for writing and implementing the IEP.

Program	Caseload
SLP	53
SLP with SLPA	80
Elementary Resource	28
Secondary Resource	30
Developmental Learning Center (DLC)/Intensive Learning Center (ILC)	14
Preschool	15 for each session
OT	45

- 2. Special Education Caseload Remedies:

If the number of students exceed a caseload the case manager, building principal, and director of special services will meet within 5 business days after the time when the additional student(s) was/were added. In that meeting the teacher and admin will work to find a mutually acceptable resolution to the issue within 10 days (using the suggestions below):

- a) Reassign certificated staff or add support staff
- b) Provide additional release time for planning
- c) Assist in developing teaching strategies
- d) Certificated staff proposes other forms of assistance
- e) Receive one (1) hour additional per diem pay, per student, per month

3. When a Special Education position is unable to be filled with a certified Special Education Teacher, employees who hold Special Education certification may be asked to cover part or all of the caseload for that position. Special education teachers who choose to cover an IEP or caseload will meet with the building principal and director of special services to determine a collaborative team plan.

Options to be discussed for remedies may include, but are not limited to:

- a) Provide release time for the special services teacher(s)
 - b) Provide additional approved curriculum materials
 - c) Other remedies as determined by the director of special services
4. All students with IEPs will have equivalent access to the general education teachers' curricular materials. If an employee needs the curriculum materials, they will submit a request to the Teaching & Learning Department.
 5. School Psychologist: There will be a ratio of one (1) school psychologist, including contractors, assigned to directly serve every 1,500 (1,500:1) students enrolled in the District. A school psychologist will be assigned to no more than two schools.
 6. School Guidance Counselors: The District shall maintain Guidance Counselor staffing, one counselor for every 375 high school students (375:1), one for every 475 middle school students (475:1), one for every 812 elementary school students (812:1) with at least one (1) full time school guidance counselor at each school.

Section 4: Multi-level Personnel

For personnel with district wide responsibilities, schedules and/or workload will be determined with appropriate supervisor(s). Each employee's schedule must allow at least twenty (20) minutes for travel between buildings. Travel time will not be considered part of planning time.

Section 5: Part-time Employees

- A. Part-time employees shall begin their workday thirty (30) minutes (prorated by partial FTE contract) before and after their individual student day.
- B. Planning time will be prorated as a part of the assignment and will be reflected in the decimal portion of the assignment.

Section 6: Equitable Distribution of Students

Building Principals shall make every effort to equitably distribute the number of students at each class section based on academic, social, and behavioral characteristics of the students. Principals will consider input from the special education teacher(s), school counselor(s), and other certified staff as appropriate regarding the distribution of students. If a teacher thinks that their classroom is not distributed equitably, they may bring this to the attention of their supervisor.

Section 7: Preparation Time

A. The normally scheduled preparation time for employees during the student day shall be as follows:

1. High School: One (1) of six (6) periods per day will be assigned as a preparation period. Non-classroom employees will determine schedules with building principal.
2. Middle School: One (1) of seven (7) periods per day will be assigned as a preparation period. Non-classroom employees will determine schedules with building principal.
3. Elementary: Each elementary employee shall have at least two-hundred (200) minutes of preparation time each week, not to include the time before and after school, or the duty-free lunch period. A minimum of one (1) forty (40) minute period per day will be assigned as a preparation period.
4. Elementary Specialists: Elementary Specialists (art, STEM, music, health, and fitness) shall have a guaranteed thirty (30) minute uninterrupted block of preparation time each day. The remaining preparation time shall be scheduled in blocks of time no less than fifteen (15) minutes to reach their full two hundred (200) minutes per week. Preparation time shall not include the passing time between classes.
5. Special Education: Special Education certificated staff shall have thirty (30) minutes before and after the student day for meeting with staff and parents. If employees are directed to supervise students during this time period, they may submit a time sheet for the loss of meeting time. Pay shall be at the employee's per diem rate of pay.

B. Every effort will be made to schedule preparation periods in uninterrupted blocks of time. Assignment of tasks during preparation time is to be avoided. If employees are directed to supervise students during this time period and it is not covered under the class coverage and loss of prep time section, they may submit a time sheet for loss of work time. Pay shall be at the employee's per diem rate of pay. This provision is not intended to apply to loss of planning time due to assemblies, or other routine schedule disruptions.

C. Part-time staff will receive a pro rata amount of the amount of preparation time each week.

Section 8: Class Coverage and Loss of Preparation Time

A volunteer list shall be established at each worksite. Those teachers will be contacted and asked if they are willing to fill unfilled sub positions during their prep period. Teachers on the volunteer list will be contacted on a rotating basis within each building to ensure fairness.

- A. A rotation schedule will be followed to minimize the number of preparation periods any one (1) employee needs to cover. The employee may decline or be compensated at their hourly rate of per diem pay, calculated in quarter hour increments rounded to the next highest quarter hour.
- B. Teachers can contact their administrator if they wish to be added or removed from the volunteer list.
- C. If there are remaining vacancies, the principal will utilize other available certificated district employees (e.g. Core+ staff, student teachers/mentor teachers, TOSAs, building administrators, district administrators, etc.).

Section 9: Parent Conferences/Grade Preparation

- A. Every family will be given the opportunity to meet with their student's classroom teacher. Parent conferences during the fall and spring will be implemented as follows:
 - 1. There will be a minimum of two and a half (2.5) release days for grades K-8 in the fall. In the spring there will be two and a half (2.5) release days for grades K-5.
 - 2. Conference schedules must be approved by the building principal.
- B. Buildings may agree to hold conferences during one (1) evening session in lieu of an afternoon conference session (a session is defined as an entire set of half-day conferences). Employees are not required to be in the building during one (1) afternoon session if evening conferences are scheduled. If there are individual employee conflicts with scheduled night conferences, arrangements will be made with the building principal.
- C. Employees grades K-5 may have up to four (4) hours total per year paid at per diem rate for work performed outside of the regular school day during the Fall and/or Spring conferences. Employees in grades 4-5 will have an additional two (2) hours per conference week. This does not include the Fall and Spring evening conference sessions. Part-time employees will receive a pro-rated amount. If an employee is required by the principal to work outside of their contract for the conference period, the employee will be paid per diem. Employees must submit a Pullman School District time slip in order to receive payment.

- D. Employees in grades 9-12 will have access to a half day substitute teacher the week before the new semester on Tuesday, Wednesday, or Thursday to cover teachers release time to complete their grading/retest duties at the end of the first semester. The building principal/designee, in consultation with the teacher, will be responsible for scheduling release time in advance. In order to maximize substitute usage, the release time for teachers should be balanced in the morning and afternoon. The cost of the substitute will be paid by the district.
- E. In grades K-8 the week prior to grades being due at trimester/semester, every effort shall be made not to schedule before and after school meetings, with the exceptions of IEP/504 and Collaborative Team Meetings, for the purpose of grade preparation.

Section 10: WA Kids Testing

In schools where WA Kids Testing and conferencing is required, the first three (3) days of all-day kindergarten will be used to meet those requirements

Section 11: Mentor Program

- A. A mentoring program will be established to assist new employees during their first year of employment. The purpose of the mentor program is to provide on-going professional developmental support. The time includes meetings, conferences, reports, and follow-ups as needed.
- B. Mentors shall receive a stipend of five hundred dollars (\$500) per employee for working with employees new to the profession. Mentors shall receive a stipend of three hundred dollars (\$300) per employee for assisting experienced educators who are new to the District.
- C. New employees shall receive a five hundred-dollar (\$500) stipend at the conclusion of their first year of employment.
- D. Stipends shall be paid no later than the June pay warrant.
- E. Based on program funding, substitute days will be available for new employees and mentors for professional development, observation of other employees, and building visits.

Section 12: Non-Instructional Duties

During the workday employees may be assigned non-instructional duties. Non-instructional duties may not exceed thirty (30) minutes a week and employees will not be assigned more than one non-instructional duty

before school per week unless requested by the employee and approved by the building principal. This section does not apply to certificated special education staff, SLP and OT/PT.

ARTICLE VII – EVALUATION

Section 1: Definitions

- A. The term “Artifacts” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the evaluation system. Artifacts should not be created specifically for the evaluation system.
- B. The term “Certificated Support Personnel” shall mean counselors, librarians, instructional coaches, TOSAs, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet the definition of Classroom Teacher. Certificated support personnel will be evaluated using the Track Two evaluation process as written in Article VII, Section 10 of this agreement.
- C. The term “Classroom Teacher” shall mean certificated staff (including art, music, and P.E., and world language specialists) with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teacher” or “teacher” does not include certificated support personnel.
- D. The term “Component” shall mean the sub-section of each criterion.
- E. The term “Employee or Employees” shall mean both classroom teachers and certificated support personnel except where otherwise specified.
- F. The term “Evaluation” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, inform professional practice and assess total job effectiveness. The evaluation system consists of two (2) tracks:
 - 1. Track One: for classroom teachers, a Comprehensive or Focused evaluation process will be used; or
 - 2. Track Two: for certificated support personnel, a Long-form or Short-form evaluation process will be used.
- G. The term “Evaluation Criteria” shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191A-060 and the minimum evaluation criteria for certificated support personnel specified in WAC 392-191-020 and 392-191A-210.
- H. The term “Evaluation Report” shall mean that document which becomes a part of the teacher’s personnel file.
- I. The term “Evaluator” shall mean the building Principal/designee of the employee being evaluated.

- J. The term “Evidence” shall mean any artifact, observed practice or results of the classroom teacher’s work that demonstrates the teacher’s ability and skills in relation to the instructional framework. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher’s level of performance. It should be gathered from the normal course of employment.
- K. The term “Instructional Framework” shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Danielson Framework for Teaching Evaluation as the basis of the evaluation process.
- L. The term “Not Satisfactory” shall mean:
1. Provisional and continuing contract teachers: Receiving a summative score of Unsatisfactory or Level 1 is considered ‘not satisfactory’ performance.
 2. Continuing contract teachers with more than five (5) years teaching experience in the state of Washington: Receiving a summative score of Basic or Level 2 for two (2) years in a row or two (2) years within a consecutive three (3) year period, is considered ‘not satisfactory’ performance.
- M. The term “Observation” shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of observing instruction and examining evidence over time based on the district adopted teacher evaluation model.
1. A “Formal Observation” shall mean a documented observation that is prescheduled.
 2. An “Informal Observation” shall mean a documented observation that is not required to be pre-scheduled.
- N. The term “Provisional Employee” shall mean any employee in a teaching or other nonsupervisory, certificated position during their first three (3) years of employment. Provisional employees are subject to nonrenewal of contract during the first three (3) years of employment unless:
1. The employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be a provisional employee in their first (1st) year of employment; or
 2. The classroom teacher has received an evaluation rating of Unsatisfactory – Level One (1) on the Four (4) level rating system established under RCW 28A.405.100 during their third (3rd) year of employment, in which case the teacher shall remain subject to nonrenewal of employment until they receive a Basic – Level Two (2) rating or higher; or
 3. The Superintendent makes a determination to remove an employee from provisional status if the employee receives one (1) of the top two (2) evaluation ratings during the second year of employment by the District.

Provisional status shall include any employee who is re-employed with the District after a break in service.

- O. The term “Rubrics” shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the Four (4) level rating system.
- P. The term “Scoring Band” shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

Level 1	Unsatisfactory	8 – 14
Level 2	Basic	15 – 21
Level 3	Proficient	22 – 28
Level 4	Distinguished	29 – 32

Component scores within a criterion and the included student growth scores will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with the fractions below .51 will be rounded down and all fractions .51 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of Two (2) and a score of 2.51 would receive a final criterion score of Three (3).

- Q. The term “Student Growth” shall mean the change in student achievement in subject matter knowledge, understandings, and/or skill between two (2) points in time, in context of meeting standards/course requirements.
- R. The term “Student Growth Data” shall mean data that is relevant to the teacher and subject matter. It must be a factor in the evaluation process and may include formative and summative measures, school-wide and/or district-wide assessments.
- S. The term “Summative Performance Ratings” shall mean the Four(4) performance levels applied using the Four (4)-level rating system: Level One (1) = Unsatisfactory, Level Two (2) = Basic, Level Three (3) = Proficient, and Level Four (4) = Distinguished.

Section 2: Evaluation Process

Notification: By October 1 or within fifteen (15) working days of the first day of employment, each employee will be notified of their assigned evaluator and whether they will be evaluated using the Track One (comprehensive or focused evaluation) or the Track Two (long-form or short-form evaluation). When appropriate, evaluators may use group meetings for this purpose.

In the event an employee does not work under the direct supervision of a building Principal or Assistant Principal, a certificated administrator designated by the Superintendent shall serve as evaluator. An employee who is assigned to two (2) or more worksites shall be assigned a primary evaluator.

If an employee is transferred to another position, not under the supervisor's jurisdiction, the final evaluation shall be made by the supervisor at the time of transfer or by the new supervisor. If an employee resigns during the school year, a final evaluation shall be completed prior to the last day of employment if possible.

Section 3: Provisional Employees

- A. Evaluation Option: Provisional employees shall be evaluated either on a comprehensive or long-form evaluation.
- B. Ninety (90) Day Observation: Provisional employees shall be observed for thirty (30) minutes in the first ninety (90) calendar days of employment.
- C. Additional Observations: In the third year of provisional status, employees shall be observed at least three (3) times for a minimum of ninety (90) minutes.
- D. The District may move a three (3) year provisional classroom teacher to non-provisional status after two (2) years of evaluations rated as Proficient, Level Three (3) or Distinguished, Level Four (4).
- E. Non-Renewal: The non-renewal of a provisional employee will follow the process set forth in RCW 28A.405.220. The provisional employee must be notified by May 15 and may request an informal meeting with the superintendent to request reconsideration of the non-renewal. The superintendent will then submit a report recommendation action to the Board of Directors. The decision of the Board of Directors is final and not subject to appeal. Decision to non-renew provisional employees shall not be subject to the grievance procedure.

Section 4: Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, unless it is initiated and submitted by the employee or mutually agreed to by the evaluator and the employee. Such recordings shall be used for evaluation purposes only and will not be shared without the employee's written consent.

Section 5: Classroom Teacher Evaluation System, Track One

- A. The purpose of the evaluation of certificated classroom teachers will be to:

1. Acknowledge the critical importance of teacher quality in impacting student growth and support professional learning.
 2. Identify, in consultation with classroom teachers, particular areas in which professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve their performance.
 3. Assist classroom teachers who have identified areas needing improvement, in making those improvements.
- B. Teacher Self-Assessment: All classroom teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. The teacher has the option of sharing the results with their evaluator. The self-assessment serves as a tool for the goal setting and collaborative conference.
- C. Artifacts and Evidence: The teacher and evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
1. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated at the time of the post-observation conference and be used to determine the final evaluation score.
 2. Artifacts should not be created specifically for the evaluation process but should be "a natural harvest" of products generated in the course of the teacher's practice.
 3. Emphasis should be placed on the collection of a small number of high-quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.

Documentation: Evaluation records shall be managed as follows:

1. A copy of the final evaluation and teacher's written comments shall be placed in the teacher's personnel file.
2. Classroom teachers shall have access to any electronic collection of data in subsequent years as long as they remain employed in the District. Upon separation of employment from the District this information shall be purged and no longer maintained by the District in accordance with the applicable records retention schedule.
3. Evaluators shall notify the teacher of any additional evidence within five (5) days.

4. Any and all data entered into a data collection system shall be considered confidential and shall not be subject to public disclosure except as required by state or federal law.

Section 6: Evaluator Requirements, Track One

No classroom teacher shall be evaluated by an administrator who has not been trained in the use of the specific instructional framework and rubrics contained in this agreement and any relevant State or Federal requirements. RCW 28A.405.120

Section 7: Comprehensive Evaluation Option

A comprehensive evaluation will be required for all classroom teachers who are provisional employees or who have received a Level One (1) or Level Two (2) rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every six (6) years. The focus on professional development and the significance of decisions made as a result of this process will follow a timeline as described in Appendix C.

- A. Professional Goals: Teachers on a comprehensive evaluation will develop professional goals and timelines, will monitor their progress, and make adaptations as needed. The plan will be guided by the teacher's self-assessment or the prior year's comprehensive evaluation and must include the three (3) student growth goals (3.1, 6.1, and 8.1) and one (1) instructional goal. Goals shall be developed with input from the evaluator and may be interrelated or "nested". The evaluator and teacher shall mutually agree on the professional growth and development plan and goals for the year by October 15.
- B. Pre-Observation Conference: A pre-observation conference shall be held prior to a formal observation or series of observations. The teacher and evaluator will mutually agree when to conference.
- C. Formal Observations: The first formal observation for both provisional and non-provisional classroom teachers shall be prearranged. The total annual observation time cannot be less than sixty (60) minutes or ninety (90) minutes for teachers in their third (3rd) year of provisional status.
 1. If mutually agreed upon, the subsequent amount of required observation time may be broken into smaller time increments. Only one (1) pre-observation conference will be required for that series of observations. The classroom teacher may request additional observations.
 2. Observations will not take place the day before Winter or Spring break, on the day following an absence of the teacher, and on days of an assembly or a modified schedule, unless mutually agreed upon by the teacher and the evaluator.

3. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the classroom teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework.
 4. The teacher may provide additional evidence to aid in the assessment of the employee's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the observation document prior to or during the post-observation conference and be used to determine the final evaluation score.
 5. Unless otherwise mutually agreed upon, the final formal observation shall occur prior to May 1.
- D. Post-Observation Conference: The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.
1. A post-observation conference shall be held within five (5) days following a formal observation or series of observations or held at a mutually agreed upon date and time. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one (1) post-observation conference will be required for that series of observations.
 2. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria. The classroom teacher and evaluator will discuss and jointly develop specific solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.
- E. Informal Observations: Informal observations do not have to be in the classroom. Department or collegial meetings may be used for Informal observations. If the evidence gathered from the informal observation is to be used in the evaluation process, the teacher will be notified in writing.
- F. Final Summative Evaluation Conference: Prior to May 15 the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence.
1. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by the date of the final evaluation conference or no later than May 1. The evaluator and teacher may jointly agree to a later date upon request by either individual.
 2. If the evaluator judges the teacher to be below Proficient the evaluator must provide evidence that deemed the score less than Proficient.

3. When a final summative score is below Proficient, and the teacher believes certain teacher evidence was not considered and/or the criteria were not objectively scored, the teacher and evaluator shall mutually agree on one of the following:
 - a) An additional formal observation by June 1.
 - b) An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the Association and the District.
 - c) Assignment of a new evaluator for the ensuing school year.
 - d) An additional observation by a different evaluator.
 4. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
 5. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
 6. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within three (3) days.
 7. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Human Resource Office; or the comments may be forwarded to the Human Resource Office within seven (7) school days following the evaluation conference.
- G. Comprehensive Evaluation Summative Score: A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher's criterion scores are established using at least fifty percent (50%) of the components from each criterion and one hundred percent (100%) of the student growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 392-191A-090.

The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follows:

Level 1- Unsatisfactory	8 – 14
Level 2 – Basic	15 – 21
Level 3 - Proficient	22 – 28
Level 4 – Distinguished	29 – 32

Component scores within a criterion and the included student growth scores will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with the fractions below .51 will be rounded down and all fractions .51 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of Two (2) and a score of 2.51 would receive a final criterion score of Three (3).

- H. Student Growth Impact Rating: Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the teacher is given a score of low, average, or high based on the scores below.

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.

The following scoring band will be used to determine the student growth impact rating:

5-12	13-17	18-20
Low	Average	High

- I. Impact of Low Student Growth Score: A student growth score of one "1" in any of the student growth rubrics (SG 3.1, SG 3.2, SG 6.1, SG 6.2. and SG 8.1) will result in an overall low student growth impact rating.

A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

- J. Student Growth Inquiry: Within two (2) months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps:

1. The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided.

2. If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one (1) or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.
3. If after the above two (2) examinations, the classroom teacher still has a low student growth rating, the evaluator will:
 - a) Triangulate student growth measures with other evidence (observations, artifacts, and student work) and additional assessments (classroom and District based tools); or
 - b) Examine extenuating circumstances such as the process or expectations of goal setting, alignment of curriculum and assessments, or student attendance; or
 - c) Schedule monthly conferences with the teacher; and/or
 - d) Create and implement a professional development plan to address student growth areas.

Section 8: Focused Evaluation Process

- A. In the years when a summative comprehensive evaluation is not required, classroom teachers who received a comprehensive summative score of Proficient or higher the previous year are required to complete a focused evaluation.
- B. Continuing teachers must complete a comprehensive evaluation once every six (6) years.
- C. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur prior to December 15. A change to comprehensive evaluation must be preceded by at least one (1) meeting to discuss the need to change, an opportunity for response and the decision.
- D. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference and must be approved by the evaluator. The criterion may be an area of expertise to be further developed or a criterion that would benefit from additional attention. If the teacher selects criterion 3, 6, or 8, the student growth rubrics within those criterion, shall be scored. If criterion 1, 2, 4, 5, or 7 is chosen, the teacher must complete the student growth components in criterion 3 or 6 as per WAC 392-191A-120.
- E. The teacher will develop a plan based on a self-assessment of the selected criteria, develop written professional goals and timelines, monitor progress, and make adaptations as needed. The evaluator and teacher shall mutually agree on the teacher's professional goal(s) for the year.

- F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
- G. A classroom teacher may apply focused evaluation professional growth activities toward Professional Teacher (ProTeach) certificate renewal as required by the Professional Educator Standards Board (PESB).
- H. 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 criterion, a level Four (4) Distinguished score may be awarded by the evaluator.

Section 9: Support for Basic and Unsatisfactory Performance

- A. Prior to the start of school, the Association will be notified if a continuing contract teacher, with five (5) or more years of teaching experience, has a final summative score below Proficient.
- B. When a teacher's summative score falls below Proficient, at least one (1) of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:
 - 1. The teacher shall be granted up to three (3) days of District funded release time to observe colleagues' instruction.
 - 2. The teacher shall be granted an additional/alternative certificated employee evaluator.
 - 3. The evaluator may require the teacher to take in-service training provided by the District in the area of teaching skills needing improvement. A mentor may be assigned to the teacher for the purpose of achieving such improvement. The District shall pay for any required in-service training or mentor. RCW 28A.405.140
 - 4. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal workday /year.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the first (1st) Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the first (1st) Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

Section 10: Certificated Support Personnel, Track Two

- A. Certificated support personnel shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement in Appendix D1 and D2. Employees shall be evaluated annually, and such evaluations to be completed no later than May 15 of the year in which the evaluation takes place.
- B. Principals and other supervisors and their administrative/supervisory designees may make evaluations at any time during the school year. Such evaluations may cover individual observations for such periods of time as may be identified in the evaluation report. Any additional evaluations shall be for the purpose of improving employee performance.
- C. No formal written program for improvement shall be developed or required of an employee prior to the completion of the employee's evaluation, or beyond May 1, of the school year.
- D. Upon completion of an evaluation by the Principal or other evaluator, the employee shall be provided with a copy of the evaluation report within three (3) working days.
- E. The employee shall sign the District's copy of the evaluation report to indicate that they have received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation.
- F. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District Human Resource Office; or they may be forwarded to the Human Resource Office within seven (7) school days following the evaluation conference.
- G. Following the completion of each required evaluation report, a meeting shall be held between the evaluator and the employee to discuss the evaluation.
- H. In the event that any evaluation report indicates that the employee has performance deficiencies in one (1) or more of the overall areas defined in the evaluation criteria, the Principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver such plan to the employee.

Section 11: Long-Form Evaluation

Provisional certificated support personnel shall be evaluated using the long-form evaluation process. After six (6) years of satisfactory performance, certificated support personnel may be evaluated using the short-

form evaluation process. Continuing certificated support personnel will be required to complete the long-form evaluation process once every six (6) years.

Section 12: Short-form Evaluation

- A. After an employee has had six (6) years of satisfactory evaluations, upon mutual consent of the employee and the supervising Administrator, the employee may be evaluated using the short form process. The short form evaluation will be based on informal observations throughout the year, totaling at least sixty (60) minutes.
- B. At least once every six (6) years, the employee will be evaluated using the long-form process.

Section 13: Probation

- A. The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement in their areas of deficiency. Provisional employees are not entitled to probation. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.200.
- B. At any time after October 15th, a teacher whose work is not judged satisfactory based on District evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 20th of the academic year. The notice to the employee shall be signed by the Superintendent/Designee and include the following:
 - 1. Specific areas of performance deficiencies;
 - 2. A suggested specific program for improvement;
 - 3. 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 improvements in their areas of deficiency and
 - 4. A statement indicating areas of assistance to be provided by the supervisory staff.
- C. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.
- D. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance.

1. Track One: If the probationary employee has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating of less than Level Two (2) (Basic) as of May 1, the probationary period may be extended into the following school year.
 2. Track Two: The probationary period must conclude before May 1st of the same school year.
- E. Employees may only be placed on probation from the Comprehensive or Long-form evaluation process.
 - F. During the probationary period the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee.
 - G. The Principal or supervisor may authorize one (1) additional certificated administrator to evaluate and assist the employee in improving their areas of deficiency. Should the evaluator or supervisor not authorize an additional evaluator for the employee, the employee may request that an additional certificated evaluator become part of the probationary process. The employee's request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.
 - H. An employee on probation may authorize an Association representative to accompany them at all conferences required in this section.
 - I. The employee may not be transferred from the supervision of the original evaluator during the period of probation. 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 may occur.
 - J. Track One: A classroom teacher must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level Two (2) or above for a continuing contract teacher with five (5) or fewer years of experience or of Level Three (3) or above for a continuing contract teacher with more than five (5) years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than May 15.
 - K. Track Two: A certificated support personnel employee must be removed from probation if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the initial notice of deficiency and subsequently detailed in the program for improvement.
 - L. Immediately following the completion of a probationary period that does not produce the required performance improvement, the employee may be removed from their assignment and placed into an alternative assignment for the remainder of the school year. This re-assignment may not displace another employee, nor may it adversely affect the probationary employee's compensation or

benefits for the remainder of the employee's contract year. If such re-assignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

- M. If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or discharge pursuant to RCW 28A.405.300.
- N. If a procedural error occurs in the implementation of a program 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.

Section 14: General Requirements

- A. Work Site Limit: All formal observations for the purpose of evaluation must be conducted with the knowledge of the employee at the employee's normally assigned work site(s).
- B. Signatures: The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that they have received a copy of the observation and/or evaluation report, not that they necessarily agree with its content.
- C. Copy and Response: A copy of each observation shall be given to the employee within five (5) working days of the observation. A copy of the evaluation shall be given to the employee by June 1. Within seven (7) working days, the employee may submit written comments concerning the report which shall be attached to the report in the employee's personnel file.
- D. Evaluator's/Supervisor's Yearly Evaluation File: The evaluator's/supervisor's yearly evaluation file shall be purged at the end of each school year or no later than June 30.
- E. Surprise Bar: Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.
- F. Use of Evaluation Results: Evaluation results shall be private and confidential and shall be used:
 - 1. To Document Satisfactory Performance: To document the satisfactory performance by a teacher of their assigned duties;

2. To Identify Areas for Professional Growth: To identify area(s) for professional growth according to the criteria included on the evaluation instrument;
3. To Document Unsatisfactory Performance: To document performance by a teacher judged unsatisfactory, based on the adopted evaluation criteria.

ARTICLE VIII – LEAVES

Section 1: Illness, Injury and Emergency Leave

Consistent with Washington State Law, each contracted, certificated employee shall be entitled to twelve (12) days sick leave each year without loss of pay. Guidelines for the implementation of this policy are as follows:

- A. This leave applies to personal illness, injury, disability or emergency on the part of the employee.
- B. Upon District request, a physician's signed statement will be required to support an absence of five (5) or more consecutive days.
- C. Employees employed less than a full year shall be allowed a proportionate number of days under this policy. Personnel employed on an hourly basis are not covered under this policy.
- D. The return of all accumulated sick leave shall be granted to an employee who resigns and subsequently returns to the District.
- E. Absences for emergency leave under this policy shall be governed by the following additional regulations:
 - 1. The situation must be one which is serious, unavoidable and of major importance, not one of mere convenience.
 - 2. The situation must be suddenly precipitated or must be of such a nature that planning is not possible or such that planning could not have eliminated the need for the leave.
 - 3. A statement of the emergency may be required to support an absence of more than two (2) days.
- F. Upon request, leave shall be granted for a serious illness in the employee's immediate family. Immediate family shall be defined as the employee's child, spouse, domestic partner, parent, parent-in-law, or grandparent in accordance with state and federal laws.
- G. For use of planned illness/injury leave, the affected employee shall notify the Human Resources Department within a reasonable time prior to the anticipated dates during which leave will be required.
- H. Substitute employees shall accrue one (1) hour of sick leave for every forty (40) hours worked. This leave may be taken in half or full day increments when the substitute is working in a long-term position. With the approval of the superintendent/designee, a long-term substitute may be granted leave without pay without it constituting a break in service.

- I. Physical disablement caused by maternity, childbirth and recovery there from shall be considered as a form of illness for the purposes of this leave.

Section 2: Family/Medical Leave

Any eligible employee is entitled to family/medical leave during any fiscal year in accordance with the Family Medical Leave Act (FMLA). The District shall post information on the Family Medical Leave Act (FMLA) at each employee work site. Sick leave shall run concurrently with family/medical leave. An employee may elect to use all available paid leave concurrently with Family Medical Leave.

Section 3: Washington State Paid Family and Medical Leave (PFML)

- A. Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year.
- B. The employee may initiate the use of this leave prior to exhausting all accumulated sick leave or other available paid leaves.
- C. The Washington State Employment Security Department <https://esd.wa.gov> is responsible for determining whether employees qualify for PFML and are responsible for administering PFML benefits. When an employee is seeking PFML, they will provide notice to the District of the intent to seek PFML. The employee will notify the District when they learn that they have been approved for PFML by the Employment Security Department. The employee will provide the District with documentation received from the Employment Security Department showing the approval of PFML leave. The employee will also provide the District with documentation that establishes the employee's need for leave. Once the employee has provided such documentation, the District will provide the employee unpaid leave consisted with the PFML for which the employee was approve by the Employment Security Department.
- D. When PFML is used, the District shall maintain health insurance benefits during periods of approved PFML in accordance with law. PFML runs concurrently with Family Medical Leave Act (FMLA).
- E. If an employee's monthly premium or applicable premium surcharges remain unpaid for sixty days from the original due date, the employee's SEBB benefits will be terminated retroactive to the last day of the month for which the monthly premium and applicable premium surcharges were paid.

Section 4: Employee Absence

If an employee is to be absent for any reason, they must notify the immediate supervisor as far in advance as possible. Requests for substitutes shall be made pursuant to administrative procedures.

Employees who will be absent from work for a pre-scheduled, consistent period of time are to communicate their absence with their principal as far in advance as possible. The long-term substitute will be arranged collaboratively with the principal and teacher prior to making arrangements with the substitute.

Section 5: Employee Attendance Incentive Program

The District will provide remuneration for unused sick leave as outlined in RCW 28A.400.210.

Section 6: Bereavement Leave

Up to five (5) days shall be granted with pay per occurrence for bereavement of a relative in the immediate family or up to three (3) days for extended family or close personal friend. Such leave shall be non-cumulative. Employees shall notify their immediate supervisor when taking bereavement leave and record such leave as per District procedures. If bereavement exceeds the allocated time, accumulated sick leave or personal leave can be used as an option. When requesting leave in the absence management system, employees will need to document the relationship and date of funeral or memorial service.

Section 7: Jury Duty and Court Appearances

- A. When an employee of the District is absent from their position because of a mandatory court appearance, they shall suffer no loss of income by reason of this service.
- B. A copy of the subpoena or certificate of the clerk of the court shall be filed with the Human Resources Department.
- C. Absence of an employee for legal action in which they are a litigant shall be classed as personal business and a pay deduction will be made or the employee may use personal leave as appropriate for such absence.

Section 8: Leave of Absence

- A. Leave of absence up to one (1) year without pay may be granted to employees by the Board for personal or professional reasons such as but not limited to recuperation, child rearing, business related to a death in the family, working in a professional related field, study, or travel. Leave of absence may not be taken for teaching in another school district within Washington State. An employee wishing to maintain benefits during the leave may do so if the carrier is in agreement by notifying the District of the cost of insurance on a monthly basis.
- B. Employees shall notify the District in writing on or before March 1 of their intent to return from leave of absence for the following school year. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District. The Board may extend the leave of absence for up to one (1) additional year.

Section 9: Parenting Leave

At any time, a leave of absence may be granted for up to the remainder of the semester following the birth, adoption or guardianship of a child. The following regulations shall apply:

- A. The employee may elect to use accrued sick leave. When an employee has exhausted all paid leaves, then the leave will be without pay.
- B. Employees on parenting leave shall be guaranteed a certificated position upon return, subject to terms of the contract.
- C. The employee may request up to an additional two (2) semesters of parenting leave. These additional semesters may be provided either full or part-time, one (1) or more semesters at a time.
- D. Requests for Fall semester must be made by April 1. Requests for Spring semester must be made by November 1. In cases of adoption and/or guardianship, the request need not occur before the above deadlines, but should be made as soon as possible.

Section 10: Professional Leave

- A. Employees may be allowed, with District approval, to attend professional meetings, conferences, symposiums and seminars pursuant to the following requirements, provided that the educational program is not jeopardized. Such leaves shall not be denied capriciously. In circumstances when there are not enough substitutes available, teachers attending a district or ESD 101 training will be contacted to return to their building at their earliest convenience.

- B. Professional leave shall be without deduction in pay. Expenses such as registration fees, travel, meals and/or lodging may be paid if applicable and preapproved by the building and/or program administrator.
- C. An individual employee will schedule the use of a District vehicle for professional travel. If a district vehicle is not available, the employee may choose to use their own personal vehicle and be reimbursed at the IRS rate.
- D. If more than one employee is attending the same professional meeting, they shall be expected to make reasonable efforts through preapproval from curriculum and instruction designee to minimize travel costs by sharing vehicles, either District or personal; and accommodations. Drivers of personal vehicles assume liability for passenger(s).
- E. A written explanation will be given for any leave that is denied.

Section 11: Public Service Leave

Request for leave of absence due to election to a position of public service may be requested at any time.

Section 12: Personal Leave

- A. Personal leave is defined as an approved paid contract day not worked, under the conditions described below. Substitute employee cost shall be paid by the District.
- B. The intent of this leave is to accommodate personal situations which are not emergencies or for reasons not otherwise defined in this agreement, but which require absence from work. Personal leave shall be granted as follows:
 - 1. For each employee with less than twenty (20) years of service, as defined by the seniority list, a maximum of three (3) days per year, per employee.
 - 2. For each employee with twenty (20) – twenty-four (24) years of service, as defined by the seniority list, a maximum of four (4) days per year, per employee.
 - 3. For each employee with twenty-five or more (25+) years of service, as defined by the seniority list, a maximum of five (5) days per year per employee.
 - 4. Employees with unused personal days at the end of the school year may roll over one (1) day. Any other unused personal days will be automatically cashed out at per diem rate with the July pay warrant. The maximum number of days an employee can accumulate is: up to four (4) days for employees with less than twenty (20) years of service; up to five (5) days

for employees with twenty (20) to twenty-four (24) years of service, and up to six (6) days for employees with twenty-five or more (25+) years of service.

- C. Personal leave is presumed to be granted on request and must be taken in half or full day increments. However, the maximum number of individuals who may use personal leave (including extended personal leave) on any one day shall not exceed two percent (2%) of the total employees. Leaves will be granted on a first-come, first-serve basis as determined by receipt of the request in the Human Resources Department.
- D. Extended personal leave is defined as an approved contract day, taken without pay. Per diem pay for each of the extended days will be deducted from the employee's pay. Substitute employee cost shall be paid by the District.
- E. Up to ten (10) consecutive days of extended personal leave may be granted to the employee by the District. Any days not covered by personal leave will be without pay.

Section 13: Association Leave

To enhance the working relationship between the District and its employees the District shall allow Association officers and members leave time according to the following criteria:

- A. Leave time is to be spent meeting or conferring with District representatives and/or in meetings designed to enhance the working relationships between the members of the bargaining unit and the District. Such meetings shall include, but not be limited to, WEA Representative Assembly, WEA Leadership Conferences, and other related meetings.
- B. A maximum of thirty (30) days of this leave is available with the cost of a substitute to be paid by the Association. Ten (10) additional days of such leave will be available with the full per diem salary to be paid by the Association.
- C. Approval will be granted to allow for more Association leave days necessary for the negotiations' process.

Section 14: Military Leave

- A. Employees shall be granted military leaves of absence without pay, when required by law, to serve in a military force. Years of military leave shall be counted as years of experience for salary and seniority purposes. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District.

- B. Military leave of absence is construed as regular service in regard to salary increments. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from employee's teaching assignment for a period not exceeding twenty-one (21) calendar days beginning October 1 and ending the following September 30. The employee shall receive normal District pay, however, and there shall be no loss of privileges, vacations or sick leave to which the employee might otherwise be entitled according to RCW 38.40.060.

Section 15: Annual Sick-Leave Conversion

The district will provide employees with access to annual sick leave conversion per state law.

Section 16: Retirement Buy Back or Death Conversion

The district will provide employees with access to retirement buy back or death conversion per state law.

Section 17: VEBA

- A. The Association shall notify the District of its intention to participate in a VEBA III plan, annually, prior to September 1 of each year.
- B. Eligible employees: All employees who are eligible to retire at the end of a school year will vote in August to determine participation in the plan. Majority vote will determine participation of all eligible employees.
- C. Funding amount: The District will deposit in a VEBA expense trust account one hundred percent (100%) of the value of the employee's retirement sick leave buy out conversion. Annual sick leave buy-out conversion moneys of the current year are not eligible for the plan.
- D. Deposits will be made within sixty (60) days after the employee's retirement sick leave buy out conversion to the VEBA Trust for Washington State School Employees. Qualifying medical benefits will be paid to the participating employee and/or to their spouse and/or dependents according to the VEBA III plan.
- E. In the event this plan is affected by any local, state, or federal legal changes, the plan will be suspended until the District and the Association have met to make a final determination.

Section 18: Sick Leave Sharing

The District shall provide employees with access to leave sharing in accordance with State law.

ARTICLE IX – FISCAL

Section 1: Contract Compliance

- A. All individual certificated employee contracts between the Board and an individual certificated employee, heretofore executed shall be subject to and consistent with the terms and conditions of this agreement. All individual certificated employee contracts shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed between the Association and Board. If any individual certificated employee contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.
- B. The Board or the Association shall not, during the period covered by these agreements, directly or indirectly engage in or assist in any unfair labor practice as defined in RCW 41.59.

Section 2: Length of Work Year

The length of the employee work year shall be one hundred and eighty (180) days in total. The extension of contracted days by the District shall be computed on 1/180 of the employee's base contracted rate of pay.

Section 3: Length of Workday

- A. Employees shall begin their workday thirty (30) minutes before a standard student day begins and shall continue until thirty (30) minutes after a standard student day ends. Late start and early release days are not considered to be standard student days. The total length of the workday shall not exceed seven and one half (7.5) hours which shall include a continuous thirty (30) minute duty-free lunch period.
- B. One or Two Hour Delays
 - 1. In the event of a one or two-hour delay, employees should arrive at their regular start time or as soon as it is safely possible.
 - 2. If it is not possible to arrive at least thirty minutes prior to the delayed start time, staff must notify their supervisor and school secretary that a sub will be needed. The employee may use emergency leave, or take leave without pay.
 - 3. If a delayed start time occurs on a Late-Start Monday, the delay time will be based on your school's typical Tuesday-Friday start time.

4. In the event that a training has been scheduled and cannot be delayed two hours, staff should arrive at the training as soon as it is safely possible.
- C. On the last day of school, in order to facilitate an orderly closing, final checkout will begin after the end of the student day and after student needs have been met. Staff must complete checkout within one (1) week of the last day of school.

Section 4: Salary Schedule

- A. The salary schedule for certificated instructional employees will be negotiated via the collective bargaining process. It is included in this agreement as Appendix A. Payment for the duties listed in this section will be in equal installments over a twelve (12) month period, beginning in September.
- B. Each individual contract will be for the professional work associated with teaching basic education requirements and those activities that normally happen outside the classroom. A portion of the base salary will cover the professional responsibilities described in the Danielson model: reflecting on teaching, maintaining accurate records, communicating with families, participating in the professional community, growing and developing professionally, and showing professionalism. The following are examples of the possible professional responsibilities:
1. Preparation for school (includes instructional materials and plans)
 2. Development and integration of curriculum
 3. Contact with parents, including IEP and 504 meetings, up to one half (.5) hour after the contract day;
 4. if IEP and/or 504 meetings exceed 2 hours/week, the employee will be compensated for time beyond the 2 hours/week.
 5. Evaluation and reporting of student progress
 6. Management of student data and assessments
 7. Additional collaboration time spent with colleagues
 8. Improving and maintaining professional skills
 9. Attending District/building related meetings, programs/events related to the employee's assignment

Section 5: Salary Schedule Placement and Movement

- A. The provisions in WAC 392-121-264 will govern certificated years of experience for an employee's placement on the salary schedule. Certificated years of experience means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year. The salary allocation schedule for administration of salaries is the salary schedule for certificated employees (Appendix A).

- B. Increments for experience, education and in-service credit shall be recognized in accordance with WAC 392-121. Education credits and/or clock hours must be earned on or before October 1. An official transcript and/or documentation must be received by the District no later than November 1. Advancement on the current year's salary schedule will begin only when a qualifying official transcript and/or documentation is received, and payment shall be retroactive to September 1.
- C. The District shall accept all clock hours and in-service credits that are earned in accordance with current and appropriate RCW's and WAC's.
- D. Non-degree Career and Technical Education employees must meet all requirements of WAC 180-77 and will be placed on the salary schedule accordingly.

Section 6: Salary Payment

The District will make salary payments monthly. The normal payment will be made on the last weekday of the month. The District reserves the right to make payments earlier. Time slips must be submitted within 90 days in order to receive payment.

Section 7: Per Diem Rate of Pay

Per diem rate of pay is calculated by using the employee's base salary/by the number of days in the employee's contract year. The hourly per diem rate equals the daily per diem rate divided by the number of hours in the work day as per Article IX, Section 3.

Section 8: Professional Rate of Pay

- A. The professional daily rate of pay will be determined by taking the employee's annual base salary as shown in Appendix A and dividing it by one hundred and eighty (180) days.
- B. The professional hourly rate of pay will be equal to the employee's per diem rate of pay. The per diem rate is determined by taking the employee's professional daily rate and dividing it by seven and a half (7.5). The hourly rate is paid for any pre-approved assigned work beyond the normal workday and/or work year, except as provided elsewhere in this Agreement.
- C. Prior to the assignment of additional work, the District will inform employees whether or not compensation will be provided and whether or not employees will be compensated at their per diem or their hourly rate of pay.

Section 9: Pay Procedures for Part-time Employees

- A. When a part-time employee is required to be at work a full day (i.e. Professional Development Day), the employee will be paid at per diem hourly rate for each hour worked beyond the regular contract schedule.
- B. When a part-time employee serves as a casual substitute (less than twenty (20) days), the employee will be paid at the regular substitute rate.
- C. When a part-time employee serves as a long-term substitute (twenty (20) or more days), the employee will be paid from the first day of work at the employee's per diem rate.

Section 10: Professional Development

- A. Seven (7) District/Professional Building directed days will be designated in the calendar. In order to receive payment for these days, employees must sign the attendance roster at the building level.
 - 1. District Professional Days – Four (4) days will be outside the student school year and must be worked in order to receive payment. The day before the start of school will be a classroom preparation day as outlined in 4 below.
 - 2. State Professional Days – Three (3) days are to be scheduled during the school year for program or professional development in alignment with state requirements. These days are to be designed to improve student learning and instruction.
 - 3. New Employee Orientation - New employees shall receive additional per diem days for attendance at district directed orientation meetings.
 - 4. Classroom preparation day - Following the District Return to School Event, certificated employees will return to their assigned location to prepare and develop their learning environment and educational materials in their respective classrooms and work space.

These days shall be paid by timesheet in the month following completion of the day(s). Employees are required to complete and turn in their timesheet by the payroll deadline (5th of the month).

- B. Incentive:
 - 1. National Board Certification: Employees shall receive a five hundred fifty-dollar (\$550) stipend for costs associated with achieving initial National Board Certification. The District shall provide up to two (2) days of professional leave for working on initial National Board Certification activities. These days are not to precede or follow holidays.

2. Master's or doctoral degree: Employees shall receive up to two (2) days of substitute release time for defending a thesis or completing their degree. The District may grant additional days if required by the sponsoring institution. These days are not to precede or follow holidays.
3. ESA employees who obtain and maintain professional certification and credentials shall receive a lump sum payment up to a maximum of two hundred and fifty dollars (\$250). This funding is available each year and documentation must be provided to the district to show cost to maintain professional certification and credentials.

Section 11: Co-curricular and Supplemental Stipends

- A. There shall be a Supplementary Employee Contract for co-curricular and special assignments which shall not exceed one (1) year and shall be in accordance with statutory provisions. The District shall adopt a job description for each position for which a supplementary contract is issued.
- B. The District shall advise employees in writing no later than May 15 if the individual Supplementary Employee Contract is not to be renewed for the next school year. The District shall state the reason(s) in writing to the employee for such non-renewal.
- C. An employee who has a supplemental contract for a responsibility driven activity may elect to be paid either in equal monthly installments over twelve (12) months or in one (1) lump sum at the end of the activity. If the employee chooses a lump sum payment, it must be submitted to the District Business Office prior to the start of the contract being paid.
- D. Supplemental responsibilities, duties, and/or educational services performed for less than \$500 require the employee's supervisor and budget administrator approval. A supplemental contract and prior District approval is not required for stipends of less than \$500.
- E. Retirement or Resignation Notification: Prior to January 15 of the current school year, an employee who is retiring or is resigning with twenty (20) or more years with Pullman School District at the end of the current school year, shall receive a payment of \$500, based on the employee's FTE, after submitting a letter to the Superintendent notifying the District of their resignation or retirement.

Section 12: Work Performed Under Grant

Compensation for work performed by certificated employees under a grant administered by the District shall follow the guidelines of this section when feasible and applicable. If not, the compensation shall be determined to be within the guidelines of the grant and approved by the Superintendent/designee. If the work is outside of the scope of this agreement (director, manager, etc.), the compensation shall be determined by the equivalent rate of compensation the District has established for equal or equivalent work.

Section 13: Insurance Benefits

- A. The District agrees to provide the amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this Agreement. The benefit amount shall be administered in accordance with the state laws relating to school district employee benefits.
- B. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. The effective date of coverage is the first day of the month following the day they begin work.
- C. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- D. If a benefit plan is not chosen, the employee will be enrolled in the default medical, dental, vision, life and accidental death and dismemberment, and long-term disability insurance plans as a single subscriber. The employee will also be charged the tobacco use premium surcharge. Changes to insurance plans or enrollment of eligible dependents will be allowed in the next open enrollment period. The employee may add dependents to the default plan if there is a special open enrollment event that allows this change, such as marriage, birth, or adoption.
- E. Benefit Termination: Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective.

Section 14: Calendar

- A. Calendar(s) for subsequent years will be determined by a school calendar committee comprised of District employee groups, administrators, and parents.
- B. The school calendar committee will include two (2) PEA members and the PEA Vice President.
- C. The calendar committee will create and implement a staff/community calendar survey.
- D. The school calendar committee will analyze the results of the survey and create two (2) calendars for consideration by the association employees.
- E. The association/committee will present the calendar with the most votes from the bargaining units that vote on the calendar to the board for consideration.
- F. Calendar(s) for subsequent years will be determined by the parties on or before May 1.

- G. The current calendar is contained in Appendix B.
- H. The calendar will include inclement weather/emergency closure make up days.

Section 15: Travel Reimbursement

- A. Certificated personnel whose assigned duties require travel shall be compensated at the IRS reimbursement rate for authorized use of their personal vehicles.
- B. The mileage chart can be found on the district's website and/or SharePoint site.

Section 16: Extended Contracts

- A. The following positions are approved for additional compensation for responsibilities beyond the base contract of each employee, payable via timeslip.

High School Counselor	14 days
Middle School Counselor	10 days
Elementary School Counselor	6 days
Speech Language Pathologist, Occupational Therapist	4 days
School Psychologist	5 days
Special Education Teachers	6 days or 8 days of substitute release (One and a half (1.5) days will be district directed.) Teachers will be required to choose an option prior to August 31st of each year using the form in Appendix I. Failure to submit a form by the due date will default to the eight (8) days of substitute release.

- B. These days will be mutually scheduled between the employee and principal. Extended contracts will be pro-rated by the employee's program FTE.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1: Definitions

- A. A “grievant” shall mean an employee or group of employees or the Association filing a grievance.
- B. A “grievance” shall mean a claim by a grievant that this agreement has been violated. Evaluation may be grieved on basis of process only.
- C. “Days” shall mean employee contracted work days. When a grievance has not been resolved by the end of the school year, days shall mean any day on which the District Office is open for business with the public.

Section 2: Grievance Considerations

- A. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the time limit is not met by the grievant, the grievance shall be invalid and subject to no further processing.
- B. Any grievance related to the terms of the agreement shall be subject to binding arbitration.
- C. Any grievance related to inconsistent application of Board policy shall be processed only to Step 3.
- D. Nonprovisional employees who receive notice of probable cause for discharge or nonrenewal should consult RCW 28A.405.310.
- E. Provisional employees who receive notice of probable cause for nonrenewal may not grieve their nonrenewal. They are limited to the rights described in RCW 28A.405.220. Provisional employees who receive notice of probable cause for discharge cannot seek a statutory hearing under RCW 28A.405.310 and simultaneously grieve their discharge. They must choose one or the other.
- F. If any party believes the following sections have been violated, they may file a grievance according to the procedure described in Article X of this Agreement. However, no party can advance the grievance beyond Step 3.
 - 1. Preamble (paragraph 2)
 - 2. Article I – Administration, Section 6: Conformity to Law
 - 3. Article I – Administration, Section 9: Management Rights

Section 3: Rights to Representation

- A. At least one Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance, which has been formally presented.
- B. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievances in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.
- C. In matters dealing with alleged violations of Association rights, the grievance may be initiated at Step 2.
- D. The Association, on its own, may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involved the application or interpretation of the agreement.

Section 4: Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this agreement.
- B. Grievants may be represented at all stages of the grievance procedure by themselves or, by an Association representative. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views in writing at all stages of the grievance procedure.

Section 5: Procedure

Informal Communications

The District and Association acknowledge that it is usually most desirable for an employee and immediate supervisor to resolve problems through free and informal communications. The employee shall request a meeting with the supervisor within twenty (20) days from the time of the occurrence of the event or the time that the employee should reasonably become aware of the occurrence of the event, whichever is later.

Such meeting shall be held within five (5) days of the request. If no solution is reached at the informal meeting, the grievance will be reduced to writing and presented to the immediate supervisor for reconsideration.

The following steps shall be followed in the processing of a formal grievance.

Step 1 – Immediate Supervisor

- A. If the grievance is not settled informally, the grievant may present the grievance in writing to the immediately involved supervisor within five (5) days of the informal meeting. The supervisor will arrange for a meeting to take place within five (5) days after receipt of the grievance.
- B. The written grievance shall contain the following information:
 - 1. A statement of the grievance and the facts upon which it is based.
 - 2. The alleged violation of the specific article and section of the Agreement.
 - 3. The remedy or adjustment sought, and
 - 4. The signature of the aggrieved employee.
- C. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within five (5) days after the meeting. The written response at this step and at all steps thereafter shall contain the following information:
 - 1. An affirmation or denial of the facts upon which the grievance is based.
 - 2. Findings of the alleged violation of the Agreement.
 - 3. The remedy or adjustment, if any, to be made, and
 - 4. The signature of the appropriate management representative.

Step 2 – Superintendent/Designee

If the grievant is not satisfied with the disposition of their grievance at Step 1, then, within five (5) days of receiving the written response at Step 1, or if no decision has been rendered within ten (10) days after their meeting, the grievant may file the grievance with the Superintendent or designee. The Superintendent/designee shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of the receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have five (5) days to provide a written decision.

Step 3 – Board of Directors

If the grievant is not satisfied with the disposition of their grievance at Step 2, then, within five (5) days of receiving the Superintendent's decision at Step 2, or if no decision has been rendered within ten (10) days after their meeting with the Superintendent/designee, the grievant may file the grievance with the Board of Directors.

Step 4 – Binding Arbitration

If no satisfactory settlement is reached at Step 3, the Association may appeal the decision of the Board to either the American Arbitration Association (AAA), the Federal Mediation Conciliation Services (FMCS) or the Public Employees Relations Commission (PERC) if no decision has been rendered within twenty (20) days of the Board's decision. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after such written notice, the District and the Association will attempt to agree to an arbitrator. If the District and the Association cannot agree on an arbitrator within twenty (20) days, the Association shall submit a request for a list of arbitrators. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not previously disclosed to the other party.

The arbitrator selected will confer with the representatives of the District and the Association and hold a hearing promptly and will issue a decision not later than twenty (20) days from the date of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

Section 6: Jurisdiction of the Arbitrator

The arbitrator will be without power or authority to make any decision which violates the terms of this agreement. The arbitrator shall also be without power to add to, subtract from, or alter the terms and conditions of this agreement.

Section 7: No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any employee because of his or her participation in any grievance.

Section 8: Arbitration Costs

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

Section 9: Cooperation of Board and Administration

The parties shall cooperate in their investigation of any grievance and shall furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

Section 10: Release Time

Should the mutually scheduled processing of any grievance require that an employee(s) be released from their assigned duties, they shall be released without loss of pay or benefits.

Section 11: Personnel Files

All documents, communications, and records, relating to any grievance shall be held as confidential by all parties. The District Human Resources Department shall file all records pertaining to an employee grievance separate from other personnel records.

Section 12: Grievance Form

The form for filing and processing grievances shall be found in Appendix E.

ARTICLE XI - DURATION

This Agreement shall be in full force and effect as of September 1, 2023 and shall continue in effect until August 31, 2025. This Agreement shall not be extended orally. During the term of this Agreement the following shall apply:

- A. For the 2023-2024 school year, the District will apply the 3.7% inflationary factor plus 1% to the certificated instructional staff salary schedule.
- B. For the 2024-2025 school year, the District will apply the inflationary factor plus 1% to the certificated instructional staff salary schedule.
- C. This agreement may be opened for any item that may be affected by new legislation.

This Agreement shall be opened for the purpose of negotiating a successor agreement at least ninety (90) days prior to the termination date.

For the Pullman Education Association

For the Pullman School District

Rex Thornton

President, Pullman Education Association

Date

Dr. Robert Maxwell

Superintendent, Pullman School District

Date

President, Board of Directors

Date

APPENDIX A – SALARY SCHEDULE

2023-2024 Pullman School District Certificated Salary Schedule

Years of Service								MA+90 or Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	\$52,835	\$54,262	\$55,740	\$57,222	\$61,977	\$63,344	\$68,099	\$71,165
1	\$53,546	\$54,993	\$56,490	\$58,037	\$62,841	\$64,048	\$68,853	\$71,897
2	\$54,223	\$55,684	\$57,197	\$58,864	\$63,654	\$64,757	\$69,547	\$72,626
3	\$54,922	\$56,396	\$57,926	\$59,645	\$64,427	\$65,430	\$70,207	\$73,361
4	\$55,606	\$57,146	\$58,685	\$60,464	\$65,273	\$66,134	\$70,943	\$74,120
5	\$56,314	\$57,861	\$59,415	\$61,293	\$66,084	\$66,850	\$71,643	\$74,882
6	\$57,041	\$58,554	\$60,161	\$62,132	\$66,901	\$67,584	\$72,353	\$75,607
7	\$58,318	\$59,854	\$61,482	\$63,561	\$68,400	\$68,958	\$73,796	\$77,143
8	\$60,189	\$61,808	\$63,475	\$65,725	\$70,630	\$71,121	\$76,027	\$79,494
9	\$60,189	\$63,832	\$65,581	\$67,913	\$72,932	\$73,307	\$78,329	\$81,916
10	\$60,189	\$63,832	\$67,712	\$70,213	\$75,299	\$75,609	\$80,696	\$84,400
11	\$60,189	\$63,832	\$67,712	\$72,580	\$77,776	\$77,976	\$83,174	\$86,952
12	\$60,189	\$63,832	\$67,712	\$74,871	\$80,321	\$80,436	\$85,717	\$89,611
13	\$60,189	\$63,832	\$67,712	\$74,871	\$82,927	\$82,982	\$88,323	\$92,332
14	\$60,189	\$63,832	\$67,712	\$74,871	\$85,546	\$85,604	\$91,114	\$95,158
15	\$60,189	\$63,832	\$67,712	\$74,871	\$87,772	\$87,829	\$93,483	\$97,632
16	\$60,189	\$63,832	\$67,712	\$74,871	\$89,527	\$89,585	\$95,352	\$99,584

APPENDIX B – CALENDAR



PULLMAN PUBLIC SCHOOLS CALENDAR FOR THE 2023-2024 SCHOOL YEAR

Ensuring Learning While Challenging and Supporting Each Student to Achieve Full Potential

August				
MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September				
MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October				
MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November				
MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December				
MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January				
MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February				
MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March				
MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April				
MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May				
MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June				
MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Legend	
	Late Start Mondays
	Professional Dev Days-No School
	First/Last Day School
	Early Dismissal
	Conference Days
	Holidays/School Breaks-No School

August 23-24	Professional Development Days (teachers)	January 15	No School - Martin Luther King, Jr. Day
August 28-29	Professional Development Days (teachers/paraprofessionals)	January 29	Pullman High School Second Semester Starts
August 30	First Day of School (Grades 1-12)	February 16	No School - Professional Development Day (teachers)
August 30-September 1	Kindergarten Orientation (day/time will be communicated)	February 19	No School - President's Day
September 4	No School - Labor Day	March 13	Early Dismissal (K-5) - Conference Day
September 5	First Full Day of Kindergarten & 1st Day of Preschool	March 14-15	No School (Preschool & K-5) - Conference Days
October 6	No School-Professional Development Day (teachers)	March 22	No School - Professional Development Day (teachers)
October 25	Early Dismissal (K-8) - Conference Day	April 8-12	No School - Spring Break
October 26-27	No School (Preschool & K-8) - Conference Days	TBD	Last Day of PSD Preschool (aligns w/ Head Start)
November 10	No School - Veteran's Day	May 27	No School - Memorial Day
November 20-24	No School - Thanksgiving Break	June 8	Pullman High School Graduation
December 25-January 5	No School - Winter Break	June 14	Last Day of School - Early Dismissal (10:50/11:05 am)
		June 17-18	Snow Make Up Days

	Early Dismissal Times 11:30 am 12:05 pm Franklin, Jefferson, LMS, PHG Kamiak, Sunnyside
	Late Start Mondays 8:30 am 8:55 am 9:05 am Franklin, Jefferson, PHG LMS Kamiak, Sunnyside

APPENDIX C – EMPLOYEE EVALUATION PROCESS/TIMELINE

One of three:

Classroom Teacher Evaluation Process/Timelines

Provisional Teacher – comprehensive evaluation 1st, 2nd and 3rd year

Classroom Teacher Process/Timelines	Action Deadline
Self-Assessment or prior year comprehensive evaluation, may be shared with evaluator	Prior to Goal Setting Conference
Evaluator Notification	By October 1 st
Goal Setting and Collaborative Conference	By October 15 th
1 st Pre-Observation Conference	By the 90 th day
1 st Formal Classroom Observation (30 min)	By the 90 th day
Written summary of the observation	Within 5 working days after completion of observation
1 st Post Observation Conference	Within 5 days of the formal observation or mutually agreed date & time
2 nd Pre-Observation Conference	By May 1 st
2 nd Formal Observation (30 min)	By May 1 st
Written summary of the observation	Within 5 working days after completion of observation
2 nd Post Observation Conference	Within 5 days of the formal observation or mutually agreed date & time
3 rd Formal Observation (30 min) 3 rd year	By May 1 st
3 rd year Provisional	
3 rd Post Observation Conference	Within 5 days of the formal observation or mutually agreed date & time
Written summary of the observation	Within 5 working days after completion of observation
Informal Classroom Observation	Ongoing
Evidence must be submitted to evaluator	By final evaluation conference or no later than May 1 st (Employee and evaluator may jointly agree to a later date)
Final Summative Evaluation Conference	Prior to May 15 th
Copy of Summative Evaluation Report to employee	Within 3 days of the completion of the Final Summative Evaluation Report

Two of three:

Track One: Classroom Teachers Comprehensive or Focused	
Classroom Teacher Process Step	Action Deadline
Comprehensive Evaluation	All employees once every four years
Focused Evaluation	Optional after 4 years of successful evaluation
Self-Assessment or prior year comprehensive evaluation, may be shared with evaluator	Prior to Goal Setting Conference
Evaluator Notification	By October 1 st
Goal Setting and Collaborative Conference	By October 15 th
1st Pre-Observation Conference	By the 90 th day (suggested)
1st Formal Classroom Observation (30 min)	By the 90 th day
Written summary of the observation	Within 5 working days after completion of observation
2 nd Pre-Observation Conference	By May 1 st
2 nd Formal Observation (30 min)	By May 1 st
Written summary of the observation	Within 5 working days after completion of observation
2 nd Post Observation Conference	Within 5 days of the formal observation or mutually agreed date & time
Written summary of the observation	Within 5 working days after completion of observation
Informal Classroom Observation Ongoing	
Evidence must be submitted to evaluator	By final evaluation conference or no later than May 1 st (Employee and evaluator may jointly agree to a later date)
Final Summative Evaluation Conference	Prior to May 15 th
Copy of Summative Evaluation Report to employee	Within 3 days of the completion of the Final Summative Evaluation Report

Track Two: Certificated Support Personnel (Long or Short Form)	
TPEP Process Step	Action Deadline
Long Form	Four years of satisfactory evaluation
Short Form	After four years of satisfactory evaluation and mutual consent of evaluator
Evaluator Notification	By October 1 st
Goal Setting and Collaborative Conference	By October 15 th
1st Pre-Observation Conference	By the 90 th day (suggested)
1st Formal Classroom Observation (30 min)	By the 90 th day
Written summary of the observation	Within 5 working days after completion of observation
2 nd Pre-Observation Conference	By May 1 st
2 nd Formal Observation (30 min)	By May 1 st
Written summary of the observation	Within 5 working days after completion of observation
2 nd Post Observation Conference	Within 5 days of the formal observation or mutually agreed date & time
Written summary of the observation	Within 5 working days after completion of observation
Informal Classroom Observation Ongoing	
Evidence must be submitted to evaluator	By final evaluation conference or no later than May 1 st (Employee and evaluator may jointly agree to a later date)
Final Summative Evaluation Conference	Prior to May 15 th
Copy of Summative Evaluation Report to employee	Within 3 days of the completion of the Final Summative Evaluation Report

APPENDIX D 1 – TRACK 2 – CERTIFICATED SUPPORT PERSONNEL EVALUATION LONG FORM

TYPE OF EVALUATION:

EMPLOYEE: _____ Annual _____ Other

SCHOOL: School year _____

TEACHING ASSIGNMENT: (if less than full time, please specify)

This evaluation is based in whole or in part upon observations for the purpose of evaluation, which occurred on the dates and for the durations indicated as follows:

CRITERIA: (Refer to list of adopted criteria.)

Strengths, weaknesses, suggestions for improvement: (comments must be made in each category)

	Meets Expectation	Needs Improvement
1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD	[]	[]
2. SPECIALIZED SKILLS	[]	[]
3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT	[]	[]
4. SUPPORT PERSON AS A PROFESSIONAL	[]	[]
5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL	[]	[]
6. DIAGNOSING AND EVALUATING STUDENT NEEDS	[]	[]
7. PARTICIPATING AS A MEMBER OF THE LEARNING COMMUNITY	[]	[]

ADDITIONAL COMMENTS:

Indicate the portion of the evaluated teaching assignment that is outside of the teacher's area of major professional preparation.

It is my judgment, based upon statutory criteria that this teacher's overall performance has been:

[] Satisfactory [] Unsatisfactory during the evaluation period*

*If unsatisfactory, recommendations for remedial action must be specified.

Evaluator's signature _____ Date _____

My signature below indicated that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement.

Employee's signature _____ Date _____

APPENDIX D 2 – TRACK 2 – CERTIFICATED SUPPORT PERSONNEL EVALUATION SHORT FORM

TYPE OF EVALUATION:

EMPLOYEE: _____ Annual _____ Other

SCHOOL: School year _____

TEACHING ASSIGNMENT: (if less than full time, please specify)

This evaluation is based in whole or in part upon observations for the purpose of evaluation, which occurred on the dates and for the durations indicated as follows:

CRITERIA: (Refer to list of adopted criteria.)

Strengths, weaknesses, suggestions for improvement: KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD, SPECIALIZED SKILLS, MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT, SUPPORT PERSON AS A PROFESSIONAL, INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL, DIAGNOSING AND EVALUATING STUDENT NEEDS, PARTICIPATING AS A MEMBER OF THE LEARNING COMMUNITY

EVALUATOR'S SUMMARY COMMENTS:

Indicate the portion of the evaluated teaching assignment that is outside of the teacher's area of major professional preparation.

It is my judgment, based upon statutory criteria that this teacher's overall performance has been:

☐ Satisfactory

☐ Unsatisfactory during the evaluation period*

*If unsatisfactory, recommendations for remedial action must be specified.

Evaluator's signature _____ Date _____

My signature below indicated that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement.

Employee's signature _____ Date _____

APPENDIX E – GRIEVANCE REPORT FORM

Grievant's Name

Date Filed

Assignment

Building

STEP 1

Informal meeting:

Yes

No

Date Held _____

Date alleged grievance occurred _____

Nature of grievance: (Include violations of the Agreement, Board policy, etc. Attach additional information to this form)

Remedy Desired:

Signature of Grievant

Association President/Designee Signature

Received by:

Signature

Date

STEP 1

Response Received _____

DISPOSITION:

Settled

COPY TO:

Grievant

STEP 2

Grievance notification sent _____

Withdrawn

Supervisor

Grievance Meeting Held on _____

Appealed to Arbitration

Superintendent

Response Received _____

Association

STEP 3

Grievance notification sent _____
Grievance Meeting Held on _____ Date _____
Response Received _____

APPENDIX F – POSITION EXCHANGE FORM

Two employees may apply to exchange positions by completing the following form. This form must be submitted by April 1.

We _____ and

Employee #1

Position

School

request to

Employee #2

Position

School

exchange positions for the period beginning

and ending

or

permanently

Employee #1 Signature

Date

/

Employee #2 Signature

Date

We agree to the request for position exchange.

Supervising Administrator for Employee #1

Date

Supervising Administrator for Employee #2

Date

Date received by the Superintendent

Approved

☐☐

Disapproved

Superintendent's Signature

Date

Distribution: Employee #1
Employee #2

Supervising Administrator #1
Supervising Administrator #2

Personnel

4/93

APPENDIX G – JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”
2. **REASONABLE RULE OR ORDER:** “Was the Employer’s rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer’s business, and (b) the performance that the Employer might properly expect of the employee?”
3. **INVESTIGATION:** “Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”
4. **FAIR INVESTIGATION:** “Was the Employer’s investigation conducted fairly and objectively?”
5. **PROOF:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”
6. **EQUAL TREATMENT:** “Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?”
7. **PENALTY:** “Was the degree of discipline administered by the Employer in a particular case reasonably related to
 - a. the seriousness of the employee’s proven offense, and
 - b. the record of the employee in his service with the Employer?”

APPENDIX H – ANNUAL STAFF ASSIGNMENT INTEREST SURVEY



ANNUAL STAFF ASSIGNMENT INTEREST SURVEY

Pullman Public Schools is currently in the process of finalizing the staffing plan for the upcoming school year. We are surveying certificated staff members regarding their plans for the next school year as well as to develop a list of individuals who might be interested in transferring assignments.

Please return your completed form to the Human Resources Department.

NAME:

DATE:

PLEASE INDICATE YOUR PLANS FOR THE NEXT SCHOOL YEAR BY CHECKING THE APPROPRIATE BOX BELOW:

- ☐ I plan to teach/work in Pullman next year.
- ☐ I do not plan to teach/work in Pullman next year. **NOTE:** *If you are planning to resign, you will need to submit a separate letter indicating such to the Superintendent's Office as soon as possible.*
- ☐ I plan to apply for retirement. **NOTE:** *If you are planning to retire, you will need to submit a separate letter indicating such to the Superintendent's Office as soon as possible.*
- ☐ My plans are indefinite at this time.

If you are interested in the possibility of transferring to a different teaching assignment for the upcoming school year, please indicate your choice(s) in the box below.

Employees desiring to transfer to a vacant position will need to submit a written letter of interest to the Human Resources Department once they have been notified of an opening matching their preference. Please note that only certificated personnel currently employed under the terms of a continuing contract are eligible to submit a transfer request.

POTENTIAL TRANSFER REQUEST*:

- ☐ I would like to potentially transfer to a different assignment within the building.
- ☐ I would like to potentially transfer to a different assignment in another building within the district.
- ☐ I would like to potentially return to the position from which I was involuntarily transferred.

Building(s):

Subject Area/Grade Level:

Reason for Request:

*Please note that there is no guarantee that your assignment request will be granted. However, the District will consider all employee requests based on instructional programming, student/building needs and teaching certification/experience. Employees wishing to transfer buildings will be contacted for an interview if they submit a letter of interest for the position. Indicating a preference on this form does not mean that you will be required to transfer.

APPENDIX I



SPECIAL EDUCATION TEACHER EXTENDED DAY SELECTION FORM 2023-2024 SCHOOL YEAR

Per the current collective bargaining agreement, special education teachers have been approved for additional compensation for responsibilities beyond the base contract of each employee. These days, which are referred to as extended days, will be mutually scheduled between the employee and principal. Each year, all special education teachers will have the option to select whether they would like to claim the extended days for payment or substitute release time.

Please indicate your preference for the 2023-2024 school year by selecting one of the options in the box below and return the completed form to Dagny Myers, Human Resources Manager, no later than **Thursday, August 31, 2023**. Employees will be required to submit a new election form prior to the beginning of each school year.

NAME:	DATE:
--------------	--------------

PLEASE INDICATE YOUR PREFERENCE BELOW BY SELECTING THE APPROPRIATE BOX:

☐ **Option #1*:** I elect to receive a total of six (6) extended days, paid at per diem rate, for the 2023-2024 school year. In order to claim payment for these days the hours must be submitted, via a white time slip, in either half or full day increments. Hours must be worked on non-contracted days in order to be eligible for payment.

☐ **Option #2*:** I elect to receive a total of eight (8) days of substitute release time for the 2023-2024 school year. Requests for substitute coverage will be submitted through the absence management system. If selecting this option, employees will be required to work from their assigned building.

****Regardless of the option selected, one and a half (1.5) days will be district directed.***

NOTE: Failure to return this form by the deadline listed above will result in your preference being defaulted to Option #2 for the 2023-2024 school year.

INDEX

A

Agreement	
Distribution of	6
Assignment	20
Association	
Dues Deductions	8
Association Leave.....	61
Attendance Incentive Program.....	58

B

Benefits, Insurance	69
Bereavement Leave	58
Business	8

C

Calendar.....	78
Class Size.....	31
Classroom Visitation	17
Co-curricular and Supplemental Stipends.....	68
Complaint Procedure	12
Conferences, Parent.....	37
Conformity to Law	6
Contract Compliance.....	64
Contracting Out.....	5
Contracts	
Compliance	64
Extended	70

D

Discipline, Student	15
District Committees	10
Due Process/Just Cause	12
Dues Deductions	8

E

Electronic Devices.....	19
Electronic Monitoring	43
Emergency Leave	56
Employee Absence.....	58
Employee Rights	12
Employee Safety	17
Evaluation	
Certificated Support Personnel	81
Comprehensive Option	45
Long Form	82

Long-Form	51
Personnel Files.....	75
Provisional Employees.....	43
Scoring Band.....	47
Short-form	52
Short-Form	83
Support for Basic and Unsatisfactory Performance	50
Timeline	79

F

Family/Medical Leave.....	57
---------------------------	----

G

Grants.....	68
Grievance	
Report Form	84
Grievance Procedure	71
Binding Arbitration	74
Form	84
Individual Rights	13
Informal Communications	72

H

Harassment	18
Hold Harmless	8

I

Illness, Injury and Emergency Leave.....	56
Individual Rights	13, 72
Insurance Benefits.....	69
Involuntary Reassignment	21
Involuntary Transfer	24

J

Job Sharing	25
Jury Duty and Court Appearances	58
Just Cause	
Seven Key Tests.....	88
Just Cause/Seven Key Tests	88

L

Labor Management Meetings	6
Layoff.....	27
Leaves	

Association	61
Bereavement	58
Emergency	56
Family/Medical	57
Jury Duty and Court Appearances	58
Military	61
Parenting	59
Personal	60
Public Service	60
Sick-Leave Conversion	62
Long-Form Evaluation	51

M

Management Rights	7
Mentor Program	38
Military Leave	61
Moving	
Assistance with	24

N

Nondiscrimination	13
Non-Instructional Duties	38

O

Orientation of Staff	10
----------------------------	----

P

Parent Conferences	37
Parenting Leave	59
Part-time Employees	67
Pay Procedures	67
Payment	
Salary	66
Payroll Deductions	8
Per Diem Rate of Pay	66
Personal Leave	60
Personnel File	14
Personnel Files	75
Position Exchange Form	86
Preparation Time	36
Pre-service Training	10
Probation	52
Professional Days	67
Professional Rate of Pay	66
Protection of Employees and Property	18
Provisional Employees	43
Public Service Leave	60

R

Reassignment	
Involuntary	21
Voluntary	21
Recognition	4
Reduction in Force	27
Criteria	27
Steps	29
Retirement Buy Back or Death Conversion	62
Rights	
Association	10

S

Safety	
Employee	17
Harassment	18
Protection of Employees and Property	18
Schedule	
Salary	77
Seniority	27
Short-form Evaluation	52
Sick-Leave Conversion	62
Social Media	19
Special Education	34
Student Discipline	15
Supplemental Stipends	68
Support for Basic and Unsatisfactory Performance	50

T

Transfer	
Involuntary	24
Voluntary	23
Travel Reimbursement	70

V

Vacancy	22
VEBA	62
Voluntary Reassignment	21
Voluntary Transfer	23

W

Work Environment	15
Work Year	64
Workday	64
Working File	15
Workload Relief	32