

**COLLECTIVE BARGAINING AGREEMENT**

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

**SEPTEMBER 1, 2012 TO AUGUST 31, 2017**

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1 **COLLECTIVE BARGAINING AGREEMENT**  
2 **PUYALLUP PUBLIC SCHOOL DISTRICT NO. 3**  
3 **PUYALLUP EDUCATION ASSOCIATION**  
4

5 THIS AGREEMENT IS MADE AND ENTERED INTO by and between Puyallup School District No. 3  
6 (hereinafter referred to as the "District") and the Puyallup Education Association, (hereinafter referred to as  
7 the "Association" or "PEA"), as follows:  
8

9 **PART I - ADMINISTRATION**

10  
11 **ARTICLE 1. ADMINISTRATION OF AGREEMENT**  
12

13  
14 **Section 1.1 Recognition**

15 The District recognizes the Association, an affiliate of the Washington Education Association (WEA), as the  
16 sole and exclusive negotiating representative for all regular certificated employees of the District and all  
17 regular substitute certificated employees. The term "regular substitute certificated employees" shall mean  
18 substitutes who in the previous or current school year worked 20 full consecutive days in the same  
19 assignment or 30 full days during the year in various assignments. The term "certificated employees" shall  
20 include all certificated personnel regularly employed and under contract by the District or on an approved  
21 leave or layoff, excluding all administrative staff. Exclusions for newly created positions shall be reviewed  
22 jointly by the District and Association utilizing Public Employment Relations Commission (PERC)  
23 guidelines or services if required. Although the Association has functions not herein described, the District  
24 recognizes that the function of negotiations is exclusively accorded the Association as the representative of  
25 certificated employees as is the function of grievance representation.  
26

27 Unless otherwise noted, the terms "staff," "certificated staff," "employee," and "certificated employee" shall  
28 mean employees of the District covered by this bargaining unit and Collective Bargaining Agreement  
29 (CBA).  
30

31 **Section 1.2 Management Rights**

32 Consistent with the provisions covered in this Agreement or those items which are mandatory topics of  
33 negotiations, the District shall have the right to carry out management functions as required.  
34

35 **Section 1.3 Duration**

36 This Agreement shall become effective when ratified and signed by authorized representatives of the  
37 District and the Association and may be changed only after written request(s) for amendment by either party  
38 and then only by the mutual consent of both parties, with such amendments being arrived at through  
39 negotiations and formalized in the same manner as this Agreement.  
40

41 This Agreement and any amendments hereto shall remain in force until August 31, 2017. Either party shall  
42 notify the other party in writing of its intent to amend, modify, or terminate the Agreement not less than 120  
43 days, or more than 150 days, prior to the expiration day of this Agreement.  
44

45 **Section 1.4 Status of the Agreement**

46 Both the District and the Association recognize the need for adherence to rules, regulations, policies, and  
47 this Agreement in carrying out their respective functions. In cases where there is a conflict between this  
48 Agreement and said rules, regulations, policies, or individual certificated employee's contracts, or the  
49 application thereof, this Agreement shall prevail. The Appendices are integral parts of this Agreement and  
50 by this reference are incorporated herein.  
51  
52



1 **Section 1.5 Savings Clause**

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

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

11  
12 **Section 1.6 Funding**

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

19  
20 **Section 1.7 Distribution**

21 Copies of this Agreement shall be printed by the District, made available to prospective certificated  
22 employees, posted on the District website, and distributed to certificated employees who request a copy  
23 within 60 days of contract ratification and Board approval. In addition, 100 copies shall be provided to the  
24 Association. Upon hiring, the district shall provide each new certificated employee with a copy of the  
25 Collective Bargaining Agreement.

26  
27 **Section 1.8 Subcontracting**

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

32  
33  
34 **ARTICLE 2. ASSOCIATION RIGHTS**

35  
36 **Section 2.1 Cooperation**

37  
38 **Section 2.1.1 Availability of Information**

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

42  
43 **Section 2.1.2 Labor Management Meetings**

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

46  
47 **Section 2.1.3 Electronic Communication**

48 All certificated employees, including the Association President, shall be provided with email  
49 addresses. The President's email address shall be made available to all certificated staff and the  
50 Association President shall be included on the "All-District" email communications lists. Members of  
51 the Association shall be permitted to use the District email communications system to conduct

1 Association business. District email shall not be used by the Association for the purpose of advocating  
2 for specific political action, work stoppage, or other communication use prohibited by law.  
3

#### 4 **Section 2.1.4 Orientation Meetings**

5 An opportunity shall be provided for Association representatives to participate in orientation meetings  
6 for new certificated employees including substitutes.  
7

#### 8 **Section 2.1.5 Equipment Use**

9 The District shall honor reasonable requests by the Association for the use of facilities and equipment,  
10 the use of in-District mail service, and making bulletin board space available. The Association shall  
11 follow proper District procedures in requesting use of resources.  
12

#### 13 **Section 2.1.6 Access**

14 Representatives of the Association shall be permitted to transact Association business on school  
15 property and shall follow site check-in/check-out procedures. Such business shall preferably be  
16 transacted outside of the student day, but under no condition shall be conducted at times which  
17 interfere with normal school operation or interrupt other employees during the performance of their  
18 assigned duties.  
19

#### 20 **Section 2.2 Association Leave**

21 In order to provide proper representation of members of the bargaining unit and/or to confer with the  
22 District or its representative(s), leave shall be granted by the District according to the provisions of this  
23 section. All such leave shall be granted upon request of the Association President. Request for leave shall  
24 be submitted in writing as far in advance as possible but never later than three school days before the leave  
25 is to take effect unless circumstances prevent earlier notification, in which case a discussion will be held  
26 with the Director of Employee Relations. The arrangements for the leave shall be discussed with the  
27 Association President. Billing for the leave shall be made to the Association by the District using the  
28 following guidelines in accordance with current practices regarding frequency or for purposes as mutually  
29 agreed between the Association and the District:  
30

- 31 A. District-scheduled meetings such as grievance processing shall not be billed.
- 32
- 33 B. Professional meetings affecting employer/employee relationships shall be billed at the cost of  
34 the substitute including the hourly rate, employer FICA costs, Workman's Compensation,  
35 and retirement compensation if applicable.  
36
- 37 C. Employee interest activities such as lobbying and Association training sessions shall be billed  
38 to provide full reimbursement to the District for salaries and employer costs paid.  
39
- 40 D. The Association shall reimburse the District for leave billed within 75 days of the date of use.  
41

42 Certificated employees using such leave shall be responsible to provide appropriate preparation and lesson  
43 plans as necessary for their substitutes, as well as to provide appropriate follow-up after such leave. Contract  
44 provisions for Association Release time and Supplemental Conditions of the Grievance procedure are  
45 deemed not to be in conflict with this section.  
46

#### 47 **Section 2.3 Association Released Time**

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

1  
2 If the Association President remains a part-time employee, he/she will receive full salary and benefits as  
3 though employed full-time. However, the Puyallup Education Association will reimburse the Puyallup  
4 School District for the difference between what the Association President would have received as a part-  
5 time employee and the amount the Puyallup School District actually pays in compensations and benefits,  
6 except as specified below in items one through four.

7  
8 If the Association President has full-time release, the District will be reimbursed for all compensation paid  
9 by the Puyallup School District during the period of release whether the full-time release is for the entire  
10 school year or a portion of a school year. Any additional stipend the president receives, as determined by the  
11 Association, shall be paid by the District as extended days and reimbursed by the Association.  
12 Compensation that exceeds the highest paid employee in the Association will not be accepted by the  
13 Department of Retirement Services.

14  
15 However, it is agreed the Association President shall be deemed an employee of the District during the  
16 period of release and shall not be penalized in regard to salary, seniority, benefits, or rights pertaining to  
17 employment. Specifically, the Association President: 1). will accrue leaves as other full-time employees;  
18 2). will be eligible for TRI as approved by the Association; 3). will receive payment for supplemental days  
19 at the same rate as other full-time employees as approved by the Association; 4). will be eligible for State  
20 Retirement System employer contributions by the District only to the extent the law requires payment by the  
21 District during such leave.

22  
23 The Association President shall have full rights to reinstatement subject to the Layoff/Recall provisions, if  
24 applicable, to his/her original job at termination of his/her term of office. If the original position is no  
25 longer in existence, the Association President shall be treated as an involuntary transferee with the rights  
26 afforded thereto.

27  
28 Any employee elected or appointed to a position with the Summit UniServ Council requiring release time  
29 shall be granted the requested release and will be provided the same rights as identified for the Association  
30 President above. Reimbursement for said release time shall be paid to the District by the Summit UniServ  
31 Council as appropriate.

32  
33 Any employee elected or appointed to a full-time position with NEA or WEA requiring full time release  
34 time shall be granted the requested release for the length of the term of office and shall be reinstated to a  
35 position for which they are qualified. Reimbursement for said release time shall be paid to the District by  
36 NEA or WEA as appropriate.

## 37 38 **Section 2.4 Payroll Deductions**

### 39 40 **Section 2.4.1 Dues Deductions**

41 The Association shall have the exclusive right to payroll deduction of dues, assessments, and fees  
42 required for membership for those certificated employees represented, provided, that the Association  
43 shall present said deductions to the District in one billing which shall change no more than three times  
44 per fiscal year, exclusive of the addition or deletion of individuals. Authorization and/or revocation of  
45 membership shall be provided to the District on jointly developed forms, authorized and provided to  
46 individuals by the Association. In order to be effective, revocation forms shall be returned by individuals  
47 to the Association not later than September 11 in order that the Association can deliver said forms to the  
48 District by September 12. The District shall continue to provide such deduction service during the period  
49 of this Agreement.

1 **Section 2.4.2 Representation Fee**

2 The terms and conditions of this Agreement in regard to membership in the Association as a required  
3 condition of employment, or alternatively, the payment of an amount equal to Association dues required  
4 for membership, as a required condition of employment are as follows:  
5

- 6 A. All certificated employees who are members of the Association shall maintain their  
7 membership in good standing in the Association during the life of this Agreement or pay a  
8 representation fee pursuant to Ch. 41.59 RCW.  
9
- 10 B. All certificated employees shall become a member of the Association, or alternatively, have  
11 deducted from his/her salary a representation fee equivalent to the Association dues required  
12 for membership as a condition of employment.  
13
- 14 C. A certificated employee who objects to the payment of representation fees based on bona fide  
15 religious tenets or teachings of a church or religious body of which said employee is a  
16 member shall have deducted from his/her salary an amount equivalent to the representation  
17 fee, which shall be transmitted to a charitable organization mutually agreed to by such  
18 employee and the Association. If the employee and the Association are unable to agree on a  
19 charitable organization, the organization shall be determined by the Public Employment  
20 Relations Commission (PERC), provided that such organization shall not be the church or  
21 religious body described above. The District shall send the Association verification of such  
22 transmittal.  
23
- 24 D. Representation fees shall be deducted from employees' salaries in the same manner as  
25 Association dues and shall be transmitted to the Association. A suitable record keeping  
26 system for application, deduction, payment, transmittal, etc. of representation fees shall be  
27 developed jointly by appropriate representatives of the Association and the District.  
28
- 29 E. The Association, solely, shall assume the responsibility of providing such notification as it  
30 deems appropriate to bargaining unit members affected by these representation fee provisions  
31 and shall also provide a copy of said notification to the District.  
32

33 **Section 2.4.3 Hold District Harmless**

34 The District shall be held harmless by the Association, including reasonable attorney fees, for any  
35 attorney mutually approved by the Association and the District for compliance with, deduction of dues,  
36 fees, assessments, and collection of representation fees.  
37

38 **Section 2.4.4 Other Deductions**

39 The District shall, upon receipt or authorization from a certificated employee, deduct from said  
40 employee's salary and make appropriate remittance for medical plans, tax-sheltered annuities, salary  
41 insurance, United Way, savings plans, or any other plans or programs jointly approved for deduction by  
42 the Association and the District.  
43  
44

45 **ARTICLE 3. GRIEVANCE PROCEDURE**

46 **Section 3.1 General**

47 The purpose of the following grievance procedure shall be to provide for the orderly and expeditious  
48 adjustment of grievances at the earliest possible time. This procedure shall be utilized as a method of  
49 solving problems in the interest of educational programs and in the spirit of cooperation among the  
50 administration and the certificated employees.  
51  
52

1 **Section 3.2 Terms and Definitions**

- 2
- 3 A. A "grievant" shall mean a certificated employee(s) or the Association.
- 4
- 5 B. A "grievance" shall mean a claim by a grievant that there exists a violation, misinterpretation,  
6 or misapplication by the District of a specific provision of the Collective Bargaining  
7 Agreement or any other written agreement between the Association and the District. In the  
8 case of a grievance filed by the Association, the Association shall state the specific  
9 instance(s) or circumstance(s) which precipitates said grievance.
- 10
- 11 C. "Days" shall mean school days during the period September 1 through May 30 and all  
12 weekdays during the remainder of the year.
- 13
- 14 D. If stipulated "time limits" are not met by the District, the grievant shall have the right to  
15 appeal the grievance to the next step. If the stipulated time limits are not met by the grievant,  
16 the grievance is deemed satisfied and may not be appealed further. The parties involved may  
17 by mutual written agreement modify any time limits contained in the procedure. The District  
18 and the Association shall receive copies of such agreements.
- 19

20 **Section 3.3 Procedure**

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

23

24 Step 1. The District and the Association acknowledge and the parties involved are advised that it is  
25 desirable for a certificated employee and the appropriate administrator to resolve problems  
26 through free and informal communications. If an employee chooses to meet informally with  
27 his/her supervisor, he/she may have a representative join him/her at any grievance meeting.  
28 Every effort shall be made to resolve the grievance at this level. An employee must notify  
29 his/her immediate supervisor of a grievance within 30 days of his/her knowledge of a  
30 disagreement or violation of the contract or the incident will be considered invalid and  
31 subject to no further process.

32

33 Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1 it may be  
34 presented as a written grievance by the grievant and/or his/her designated association  
35 representative to the appropriate administrator within ten days following the supervisor's  
36 response to the informal meeting. The grievance shall state the fact(s) upon which it is  
37 based, the issue involved, any Agreement provisions allegedly violated, and the relief sought.  
38 The appropriate administrator shall arrange for a meeting with the grievant through the  
39 designated association representative within five days after receipt of the written grievance.  
40 The date, time, and location of the meeting shall be mutually agreeable to all parties. Within  
41 ten days after the meeting between the parties involved, the appropriate administrator shall  
42 provide the grievant and the association representative with a written response. Such  
43 response shall include the reason(s) for the decision.

44

45 Step 3. If the grievant is not satisfied with the disposition of the grievance at Step 2, the decision  
46 may be appealed to the Superintendent or designated representative within ten days of the  
47 receipt of the written response. The Superintendent or designated representative shall  
48 arrange for a hearing with the grievant through the association representative within five days  
49 of receipt of the written appeal. The hearing date, time, and location shall be mutually  
50 agreeable to all parties. Upon conclusion of the hearing, the Superintendent or designated  
51 representative shall within ten days, provide the grievant and the association representative  
52 with a written response. Such response shall include the reason(s) for the decision.

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Step 4. Arbitration:

A. General. Any grievance which pertains to the Collective Bargaining Agreement or other written agreements between the District and the Association may be presented to the Association for submission in binding arbitration if the grievant is not satisfied with the disposition at Step 3. Such request shall be presented in writing to the Association within five days of receipt of the written response at Step 3. If the Association determines that the grievance involves an alleged violation, misinterpretation, or misapplication by the District of a specific provision of the Collective Bargaining Agreement or other written agreements, the Association may, by written notice to the Superintendent presented within 15 days after receipt of the request at Step 4, submit the grievance to binding arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall first be ruled on by the arbitrator selected to hear the grievance.

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

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

B. Procedure. The following procedures shall be followed in processing arbitrable grievances.

1. Within ten days after written notice of submission to binding arbitration, the District and the Association shall seek agreement upon a mutually acceptable arbitrator who will serve. If the District and the Association are unable to agree upon or get commitment to serve from an arbitrator within the ten day period, a request for a list of arbitrators shall be made by the Association to either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the list, the parties shall individually strike the names on the list they find unacceptable, number the remaining names in order of preference, and return the list to the selected agency within ten calendar days. The parties involved and the arbitrator shall be bound by the rules and procedures of the selected agency, except as provided below.
2. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step 3.
3. The arbitrator selected shall confer with the Superintendent or designated representative and the Association and hold hearings promptly, and shall issue the decision not later than 30 days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements

1 and proofs are submitted. The arbitrator's decision shall be in writing and  
2 shall set forth his findings of fact, reasoning, and conclusions on the issues  
3 submitted. The arbitrator shall be without power or authority to make any  
4 decisions which require the commission of an act prohibited by law or which  
5 is in violation of the terms of written agreement between the Association and  
6 the District. The decisions of the arbitrator shall be submitted to the District  
7 and the Association and shall be final and binding on both parties.  
8

- 9 4. The cost for the service of the arbitrator, including per diem expenses, if any,  
10 travel and subsistence expenses, and cost of any hearing room shall be borne  
11 equally by the District and the Association. All other costs, including attorney  
12 fees, shall be by the party incurring them except as provided herein.  
13

### 14 **Section 3.4 Representation**

- 15
- 16 A. The District recognizes the Association as the sole and exclusive grievance representative for  
17 all certificated employees represented by the Association. The grievant may, at the grievant's  
18 option, request the assignment of an Association Representative during formal grievance  
19 proceedings. The Association may investigate grievances at any level.  
20
- 21 B. If, in the judgment of the Association, a grievance affects a group of certificated employees  
22 or the Association, or if the grievance involves more than one supervisor or an administrator  
23 above the building level, the grievance may be filed at step 2 directly with the Assistant  
24 Superintendent of Human Resources who will assign the grievance to the appropriate  
25 administrator.  
26
- 27 C. The parties involved may include in the proceedings such witnesses as they deem necessary  
28 to develop facts relevant to the grievance.  
29
- 30 D. Nothing herein shall be construed as limiting the right of any certificated employee having  
31 filed a formal grievance to have the problems adjusted without the intervention of the  
32 Association provided that: 1). the Association shall be notified of the scheduled meetings;  
33 2). the Association shall be permitted to send a representative to scheduled meetings and may  
34 offer an opinion pertinent to the grievance; and 3). the Association shall be notified in writing  
35 of the disposition of the grievance. Such notification shall include the reason(s) for the  
36 decision.  
37
- 38 E. The Association on its own may continue any grievance filed and later dropped by a grievant,  
39 provided that the grievance involves the application or interpretation of the Collective  
40 Bargaining Agreement or any other agreement between the Association and the District, and  
41 the Association exercises this option within ten days.  
42
- 43 F. Resolution of grievance shall be consistent with agreements between the District and the  
44 Association, and the grievance procedure shall not be used for the purpose of creating new  
45 agreements between the District and the Association.  
46

### 47 **Section 3.5 Supplemental Conditions**

- 48
- 49 A. All individuals who might possibly contribute to the acceptable adjustment of a grievance are  
50 urged to provide any relevant information that they may have to the grievant or the District at  
51 the earliest possible time.  
52

- 1 B. The grievant, District, and Association shall cooperate in the investigation of any grievance  
2 and shall furnish such information as is required for the processing of any grievance.  
3  
4 C. No reprisal will follow any involvement in this grievance procedure.  
5  
6 D. Should the mutually established meetings related to the investigation or processing of any  
7 grievance require that a grievant or an Association representative be released from his/her  
8 regular assignment, the release shall be without loss of pay or benefits. Substitute costs shall  
9 be borne by the District.  
10  
11 E. All documents, communications, and records dealing with the processing of a grievance shall  
12 be filed separately from the personnel files of the participants.  
13  
14 F. The Association and the District recognize that confidentiality and good faith are key  
15 elements to a successful grievance procedure. Accordingly, both pledge themselves to  
16 participate in good faith in the execution of this procedure and to hold all matters pertaining  
17 thereto in confidence and to admonish and require all parties involved to limit the number of  
18 additional persons knowing of the grievance to those necessary to a successful resolution  
19 and/or implementation.  
20  
21

## 22 **PART II – PERSONNEL**

### 23 24 25 **ARTICLE 4. INDIVIDUAL RIGHTS**

#### 26 27 **Section 4.1 Rights of Citizenship and Nondiscrimination**

28 Certificated employees shall be entitled to full rights of citizenship as granted to citizens generally.  
29 Employees shall not be discriminated against by reason of race, creed, religion, color, marital status, sexual  
30 orientation, gender, age, national origin, domicile, bona fide political activity or lack thereof, or the presence  
31 of any sensory, mental, or physical disability, except as permitted in accordance with this Agreement or by  
32 law, nor shall the position on the salary schedule affect a certificated employee's assignment and/or  
33 promotion.  
34

35 The private and personal life of any certificated employee shall not be within the concern of the  
36 Superintendent unless there is actual, probable, or potential adverse effect on the duties and responsibilities  
37 of the employee.  
38

#### 39 **Section 4.2 Just Cause**

40 Certificated employees shall not be disciplined for arbitrary or capricious reasons but only for just cause.  
41 The District agrees to follow a policy of progressive discipline. Progressive discipline includes: verbal  
42 warning, letter of reprimand, suspension without pay, or termination of employment. Warnings shall be  
43 documented in the working file. Other forms of discipline shall be placed in the employee's personnel file.  
44 Any disciplinary action taken against a certificated employee shall be appropriate to the behavior which  
45 precipitates said action.  
46

#### 47 **Section 4.3 Right to Representation**

48 In accordance with the law, all employees have the right to Association representation at any meeting they  
49 reasonably believe could lead to disciplinary action. When an administrator reasonably expects that a  
50 meeting may lead to disciplinary action against an employee, the administrator shall advise the employee of  
51 his/her right to representation prior to discussing the matter with the employee. All employees have the right  
52 to stop any such meeting to obtain such representation. The specific grounds forming the basis for



1 disciplinary action shall be made available to the certificated employee and to the Association in writing if  
2 requested. In the event that an allegation of misconduct is investigated and not supported by the available  
3 evidence, such records shall be retained by the District to substantiate that a thorough investigation was  
4 conducted and concluded.

5  
6 **Section 4.4 Complaint Procedure**

7 Any complaint or accusation made against a certificated employee which could result in disciplinary action  
8 or have an adverse impact on the employee's evaluation will be promptly called to the attention of the  
9 employee within 15 school days if consistent with law enforcement practices if applicable. The certificated  
10 employee will be told the substance of the complaint/accusation and the source. The possible options for  
11 handling said complaint/accusation will be discussed between the certificated employee and the  
12 administrator receiving the complaint. Normally, the certificated employee and complainant will be  
13 encouraged to attempt to resolve the complaint/accusation informally; however, there may be circumstances  
14 where such an approach would not be productive. After the certificated employee has discussed the concern  
15 with the administrator receiving the complaint, the employee shall have the right to have an Association  
16 representative present at any formal meeting held where the employee and the complainant are in  
17 attendance.

18  
19 Any complaint or accusation not called to the attention of the certificated employee may not be used as the  
20 basis for any disciplinary action or adverse evaluation against the certificated employee. A  
21 complaint/accusation of which the employee has knowledge may be incorporated into an evaluation  
22 provided the reference shall be specific in nature and opportunities to resolve the complaint are verified.

23  
24 **Section 4.5 Administrative Leave**

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

29  
30 When circumstances allow, the employee shall be notified of the decision to place him/her on administrative  
31 leave in a respectful and discrete manner, preferably at the end of the employee's work day in a private  
32 setting.

33  
34 The employee shall be notified in writing of the specific complaint or allegation to be investigated as soon  
35 thereafter as possible. Investigations shall be conducted as quickly as possible. Administrative leave is not  
36 considered disciplinary.

37  
38  
39 **ARTICLE 5. STAFF PROTECTION**

40  
41 **Section 5.1 Coverage**

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

45  
46  
47 **Section 5.2 Hold Harmless**

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

1  
2 **Section 5.3 Worker's Compensation**

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

13  
14 A work related illness or injury may run concurrently with FMLA. The Human Resources department must  
15 be notified of forthcoming absences as a result of a job related illness or injury. Upon determination of an  
16 approved work injury claim, the Human Resources department will determine FMLA eligibility. Upon  
17 approval of FMLA eligibility, all related employee absences will be counted toward the employee's annual  
18 twelve week FMLA leave entitlement.

19  
20 Additionally, the District will pay the medical insurance premiums for the balance of the school year for an  
21 employee eligible for Worker's Compensation who has exhausted all sick leave.

22  
23 **Section 5.4 Personal Property Insurance**

24 The District shall provide insurance as specified by State statutes protecting certificated employees while  
25 they are acting within the scope of their employment obligations to the District. When certificated  
26 employees use personal property in a school-related situation with appropriate safeguards against loss or  
27 damage, the District shall provide insurance to protect the property from loss or damage to a maximum of  
28 \$1,500 total value per individual. Such insurance protection shall apply only to items for which prior  
29 approval has been given each year, in writing, by the principal or program director. Items totaling more  
30 than \$1,500 need prior approval of the Superintendent or designee. Such approval must also be sought each  
31 school year and in no case extend beyond the third day after the school year ends.

32  
33 **Section 5.5 Vehicle Damage Insurance**

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

41  
42 **Section 5.6 Assault**

43 Any case of assault arising out of an employment related situation upon a certificated employee shall be  
44 promptly reported to the District. The District shall render assistance to the certificated employee in  
45 connection with handling of the incident by law enforcement and judicial authorities. If the employee  
46 submits a worker's compensation claim and the claim is approved, the employee may make a request to the  
47 Regional Chief Academic Officer to have the first three absence days of the claim restored, if sick leave was  
48 charged for the employee for those three days. This paragraph does not apply to civil litigation instituted by  
49 the certificated employee.

1 **ARTICLE 6. TEACHING OF CONTROVERSIAL ISSUES**  
2

3 Any democracy, if it is to remain a democracy, must expect and anticipate change politically, socially and  
4 economically. In a democracy, change should come through law and through orderly procedure rather than  
5 through revolution and use of force. There are controversial issues inherent in change, which if correct  
6 solutions are to be found, must be freely and openly discussed.  
7

8 Consistent with accepted professional standards and practices, all pupils shall have an opportunity to learn  
9 and certificated employees to teach, relevant to the course content, to find facts, to collect factual materials,  
10 to organize factual materials, to interpret factual materials, to examine attitudes, to survey prejudices, to  
11 note appeals, to rethink assumptions, and to consider what ought to be as well as what is, and to generalize  
12 upon the basis of this material.  
13

14 No certificated employee shall use his/her position to propagandize in the interests of any religious, social,  
15 economic, or political creed. The techniques of dealing with controversial issues are the most valuable  
16 outcomes of those classes and include an ability to collect information, to refrain from passing judgments  
17 before sufficient facts have been secured upon which to base these judgments, to organize materials, to seek  
18 relationships, and to draw inferences and conclusions. Every certificated employee shall have the right to  
19 express personal views on controversial subjects, as long as other views/perspectives are also presented. No  
20 certificated employee shall express personal views at a time or in a manner that would interfere with the  
21 achievement of these outcomes, or would condition the thinking of the pupil upon the controversial issues  
22 under consideration before that pupil has basic facts.  
23  
24

25 **ARTICLE 7. STAFFING: REASSIGNMENT, TRANSFER (VOLUNTARY AND**  
26 **INVOLUNTARY), LAYOFF AND RECALL**  
27

28 **Section 7.1 Terms**  
29

30 "Open position" is a vacant position, not occupied by an incumbent, for which the site administrator  
31 has submitted a requisition and the District intends to fill.  
32

33 "Assignment" means the specific teaching work within a building department, grade level, or  
34 program schedule that a staff member holds for a school year.  
35

36 "Displacement" means either reassignment or involuntary transfer.  
37

38 "Voluntary Transfer" means a change from an employee's current position to an open position.  
39

40 "Involuntary Transfer" means an employee on a continuing contract who has been involuntarily  
41 transferred from his/her position with written notice from the Human Resources Department.  
42

43 "Placement" means the appointment of an employee by the Human Resources Department to a  
44 position within the bargaining unit.  
45

46 "Position" means a certificated employment opportunity in a building or program.  
47

48 "Reassignment" means a change in assignment within a building or a program by the appropriate  
49 administrator. For program staff it means a change of location. Reassignment does not mean a  
50 change in the number of sections in each department.  
51

52 "Seniority" means:

1  
2 “District Seniority” shall be defined as the number of years of experience in the Puyallup  
3 School District, and partial shall be calculated as they are for the S-275 Form.  
4

5 “State Seniority” shall be defined as the number of years of service granted upon entry into  
6 the District, plus one additional year of seniority granted for each year of service thereafter  
7 that meets the criteria for advancement on the salary schedule (Appendix H attached).  
8

9 All staff members may review their documented seniority and credits online at any time.  
10 Following annual electronic notification by the District no later than November 15, it shall be  
11 the responsibility of the employee to review the seniority and credit information and to report  
12 to the District any errors by December 15 of each school year.  
13

14 “Tie Breaker.” In the event ties exist in number of years in the District, the employee(s) having the  
15 highest number of college or university credits beyond the B.A. degree earned by September 1 and  
16 as documented in the Human Resources Office by October 1 of the current school year shall have  
17 preference. If ties remain, the decisions shall be determined by lot.  
18

19 The “Core/Lead Team” shall be defined as employees representative of grade levels and subject  
20 areas serving as the planning faculty for a new school.  
21

22 “Qualified” means an employee shall be qualified for a position when holding a Washington State  
23 certificate (including required endorsements) that allows the employee to hold the position.  
24

25 “Layoff” means an employee on a continuing contract for whom the District does not have a position  
26 in the following school year.  
27

28 “Recall” means offering a laid-off employee a continuing contract.  
29

## 30 **Section 7.2 New School Year Assignment and Reassignment**

### 31 **Section 7.2.1**

32 On or before February 1 of each year each principal or program administrator shall distribute an  
33 assignment preference form to each employee at a school or program for the purpose of determining  
34 each employee’s first, second, and third preference for assignment for the following year. Employees  
35 shall have five work days to return the form.  
36  
37

### 38 **Section 7.2.2**

39 Reassignments shall be made only for valid educational reasons regarding staffing, program, or  
40 student needs. The term “valid educational reason” is defined as an authentic rationale directly  
41 related to improving student learning, as distinguished from one that is arbitrary, capricious, or based  
42 on personality, race, religion, creed, gender, or other irrelevant factors.  
43

### 44 **Section 7.2.3**

45 If it becomes necessary to make reassignments due to staffing or student enrollment changes or other  
46 building or program needs, principals or program administrators shall involve staff members in  
47 determining general assignment or schedules for the upcoming school year, and such teams may  
48 create an initial assignment or schedule based on employee preferences. However, the final  
49 assignment or schedule is the responsibility of the principal or program administrator who will make  
50 those assignment decisions based on individual qualifications, district seniority, preferences, and the  
51 best interest of the building or program. Employees in the process of pursuing National Board

1 Certification shall have priority in reassignment decisions to be placed in the same grade level or  
2 department in order to continue the certification process.

3  
4 **Section 7.2.4**

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

8  
9 If a reassignment would result in an identified increase in the work year for an employee, said  
10 position must be made available to employees through the voluntary transfer process.

11  
12 **Section 7.2.5**

13 Employees shall be notified of their final teaching and room assignments as soon as possible but no  
14 later than the Friday before the last day of school.

15  
16 If a change is made after the final notice, the employee affected by the change will be notified of the  
17 change and the reason as soon as possible.

18  
19 Upon request, the principal/program director will meet with an employee or employees whose  
20 assignment(s) have been changed to discuss the reasons for the change(s).

21  
22 **Section 7.2.6**

23 When an employee is required to change rooms within the same school, the employees will receive  
24 up to four hours of pay at the professional rate in order to complete the move to the new room.

25  
26 **Section 7.3 General Timeline for Filling Open Positions**

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

28  
29 **Section 7.3.1 Open Staffing Season**

30 Generally no earlier than September 1st and no later than May 31st: For these postings, the  
31 principals will select the most senior applicant (using District seniority) or interview and recommend  
32 from the following qualified applicants:

- 33  
34 A. At least three most senior applicants (using District seniority) defined by the collective  
35 bargaining agreement.  
36  
37 B. Up to three applicants identified by Human Resources as qualified involuntary transfers,  
38 unassigned new hires, or leave of absence returnees.  
39  
40 C. If there are two or fewer qualified applicants from subsections A or B, the interview pool  
41 may include the temporary incumbent (the person presently in the position that was filled  
42 after the school year began). If there are no qualified applicants from subsections A or B,  
43 the interview pool may include qualified external candidates.

44  
45 If the candidates are nearly equal, the candidate who has greater district seniority will be awarded  
46 the position.

47  
48 **Section 7.3.2 Placement Staffing Season**

49 Placement Staffing Season shall be generally no later than June 1st through August 31<sup>st</sup>. Open  
50 positions which have not been filled by June 1st (or an earlier date mutually agreed to by the parties)  
51 will be filled by qualified involuntarily transferred employees, any employees returning from leave,  
52 and unassigned new hires. If the parties agree that employees eligible for this season in a particular

1 job category have been placed, the parties may agree to close this placement process for that job  
2 category prior to August 31st.

3  
4 During this season, open positions shall first be filled by qualified involuntarily transferred  
5 employees and employees returning from leave, then unassigned new hires shall be placed.  
6 Placement shall be made based on qualifications, expressed interest of the employee, and State  
7 seniority.

8  
9 After all involuntary transfers and leave return employees are placed (by employment category),  
10 open positions and new positions will be filled from the employment recall pool.

## 11 **Section 7.4 General Staffing Procedures**

### 13 **Section 7.4.1**

14 An employee interested in transferring to an open position must complete a portion of the regular  
15 District application process. The Human Resources Department and the Association shall confer to  
16 mutually agree on a condensed application process for internal applicants. Employees may indicate  
17 their preferred grade levels, assignments, and buildings. This form will be logged in by date and  
18 time, which will be certified by the Human Resources Department.

### 20 **Section 7.4.2**

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

### 29 **Section 7.4.3**

30 The successful applicant for an open position shall have sixteen ESC business hours from receipt of  
31 notification to accept or reject the position. Except for employees assigned to positions during  
32 placement season, once an employee accepts a position, said employee may not apply for another  
33 open position effective that same school year.

### 35 **Section 7.4.4**

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

### 43 **Section 7.4.5**

44 All employees who are interviewed for an open position will be notified by the Human Resources  
45 Department within five (5) work days after the open position has been filled.

### 47 **Section 7.4.6 Opening of New Schools**

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

1  
2 **Section 7.4.7 Consensual Transfer**

3 At any time upon agreement by and between the affected administrator(s), one or more employees,  
4 the Human Resources Department, and the Association, employees may transfer to a different  
5 position for the benefit of the employee, a program, a school, or other District needs.  
6

7 **Section 7.5 Involuntary Transfer**

8 An involuntary transfer shall occur when necessitated by an elimination or reduction in program, declining  
9 student enrollment, closure of schools, changes in school boundaries, or reduction in staffing ratio.  
10 Involuntary transfer will not be made arbitrarily or capriciously but will be based on staffing, program, or  
11 student needs. Involuntary transfer may occur to provide gender diversity in secondary school health and  
12 fitness departments in order to provide locker room supervision. Building administrators and program  
13 supervisors will begin the involuntary transfer process by asking for volunteers. If the volunteering  
14 employee has an evaluation of “does not meet criterion,” the District and Association must agree that the  
15 employee may volunteer for involuntary transfer.  
16

17 The District shall meet with the Association prior to an involuntary transfer. The Association and the  
18 District shall annually conduct a meeting for all involuntary transfers in order to review their rights and the  
19 process for being placed, and answer questions.  
20

21 **Section 7.5.1**

22 Involuntary transferees will be identified in the following manner:  
23

- 24 A. The District will involuntarily transfer the person with the least State seniority within the staffing  
25 category in the building or program, unless another employee in the staffing category volunteers  
26 and is qualified to be transferred. Staffing categories are the categories identified in the layoff  
27 and recall provision, and world language (by language). Special programs shall include: Library,  
28 Elementary Health and Fitness, K-12 Music, Career-Technical Education, STARS, Options/SOS,  
29 KITE, Advance, Excel, WRAP, Preschool, Resource, Support Centers, Elementary and  
30 Secondary Title I/LAP, AVID, QUEST and PAGE.  
31

32 Each secondary school may by-pass one employee per school year for involuntary transfer due to  
33 the employee’s critical assignment(s) (activities, athletics, or academics) if no other employee  
34 assigned to the building is willing and qualified to accept the critical assignment(s).  
35

- 36 B. No later than May 1 of each year, employees who have been identified as involuntary transferees  
37 will be notified in writing of their transfer. If the District cannot reasonably calculate its staffing  
38 because of the State Legislature's failure to act upon a K-12 budget, the parties to this Agreement  
39 will mutually agree to a reasonable extension of the involuntary notification timeline.  
40

- 41 C. If during the fall of the subsequent school year, a school is determined to be overstaffed, the  
42 building administrator will identify the involuntary transferee utilizing the aforementioned  
43 process. If this occurs, the involuntary transferee will be transferred to a different building or  
44 site. If overstaffing at the Kindergarten level necessitates a .5 FTE reduction, and there are no  
45 volunteers to transfer, the least senior Kindergarten teacher at the impacted school will be  
46 transferred, unless the employee, the Association, and the District arrive at a mutually agreeable  
47 alternative solution. For a period of two years following the transfer, the impacted Kindergarten  
48 teacher shall have a first right of refusal to any full time open Kindergarten, First or Second  
49 grade position available at either of the schools for which they held the split Kindergarten  
50 assignment.  
51

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

13  
14 E. When an involuntary transfer occurs during the school year, up to three days of release time shall  
15 be given to the affected teacher in order to complete the move and become oriented to the new  
16 building or site. Outside the school year, when an employee is involuntarily transferred from one  
17 school to another, the employees will receive up to eight hours of pay at the professional rate in  
18 order to complete the move and become oriented to the new building. The District shall provide  
19 assistance as needed in moving equipment and materials.

20  
21 F. When an employee is involuntarily transferred to a new subject area, grade level, special  
22 program or service area, appropriate observations of other employees will be arranged.

23  
24 G. In instances where teaching positions within a building are combined or where declining  
25 enrollment in separate buildings causes the combining of teaching positions, the principal and the  
26 employees involved who are qualified to meet the identified instructional needs will attempt to  
27 arrive at a mutually acceptable identification of who will fill the respective positions. If the  
28 employees cannot agree, the employee with the greatest State seniority will be given his/her  
29 choice of the remaining position(s) or of being identified as an involuntary transferee. The  
30 aforementioned process will be followed going from the most senior to the least senior  
31 employee, until no positions remain. In the case where none of the employees involved are  
32 interested in the remaining positions, said positions shall be awarded to the employee(s) with the  
33 least length of service in the State.

34  
35 **Section 7.5.2**

36 Employees may be transferred involuntarily for valid educational reasons when continuation in the  
37 assignment is detrimental to the program and/or employees due to serious conflict between  
38 employees or the employee and administration. Such valid educational reasons must be directly  
39 related to improving the learning/work environment or improving staff relationships and not for  
40 arbitrary or capricious reasons. Before the employee may be involuntarily transferred, the employee  
41 shall have been notified of those concerns by his/her immediate supervisor, and shall be provided a  
42 reasonable opportunity/time to remediate the problem. The amount of time may vary depending on  
43 the situation. (e.g. employee(s) refuses the opportunity to remediate).

44  
45 Prior to providing notice to the employee of the District's intention to implement such involuntary  
46 transfers above, the District and the Puyallup Education Association will meet and discuss the  
47 circumstances of, and necessity for, the proposed transfer.

48  
49 An Association representative may make a request to the District in writing that an employee be  
50 transferred. Such written request shall include the reason(s) for the transfer. The District and the  
51 Association will meet and discuss the reasons for the request.



1 Employees involuntarily transferred under this section do not have return rights to their former  
2 position.  
3

#### 4 **Section 7.6 Openings for Building Department Coordinators**

5 At the building level, Department Coordinators shall be selected annually by the building administrator with  
6 input from members of the Department.  
7

#### 8 **Section 7.7 Layoff and Recall**

##### 9 10 **Section 7.7.1 Overview**

11  
12 Determination by the District that any certificated employee of the District shall be laid off for the  
13 following school year by reason of financial necessity, including, but not limited to, levy failure or  
14 decreased State support, redirection, reduction, or reduced enrollment necessitating layoff or  
15 discontinuation of a position(s) including those resulting from termination or reduction of funding of  
16 categorically funded projects over and above attrition, shall be made pursuant to the provisions of  
17 this agreement, and shall be based upon financial resources available for the following school year.  
18

- 19 A. The term "layoff" as used herein refers to action by the District to reduce the number of  
20 certificated employees in the District over and above attrition, and due to economic reasons  
21 only; it does not refer to decisions to discharge or non-renew an individual certificated  
22 employee for cause.  
23
- 24 B. Layoff of certificated employees with valid contracts shall not be made during any school  
25 year. All layoffs shall commence at the end of the school year. In the event of layoff, the  
26 District shall provide written notice of non-renewal to all affected certificated employees on  
27 or before the statutory notification date (usually May 15, unless the State has failed to adopt a  
28 budget). The Association shall be notified of the possibility of layoffs not later than April 15.  
29
- 30 C. The District shall make a thorough effort to secure cooperation and funding from local, State  
31 and Federal government and non-government resources. Copies of written reports submitted  
32 to the School Board detailing these efforts shall be provided to the Association.  
33
- 34 D. Retained programs and activities shall attempt to minimize the consequence of the reductions  
35 upon the student(s). Health and safety standards shall be maintained.  
36
- 37 E. Layoff of certificated employees shall not occur unless the District can show there is a  
38 financial problem that would prevent the District from employing certificated staff at the  
39 same level as the previous year, or there is a reduction in enrollment necessitating layoff over  
40 and above attrition, or there is discontinuation of a position(s) including those resulting from  
41 termination or reduction of funding categorically funded projects. The District shall provide  
42 the Association, upon its request, with a detailed report on the financial affairs of the District,  
43 including copies of documents related to said finances and information related thereto.  
44

##### 45 **Section 7.7.2 Procedures for Staff Reduction**

46 In the event that it is necessary to reduce the number of certificated employees, those certificated  
47 employees (collectively "certificated employees" herein) who will be retained to implement the  
48 District's reduced or modified program and those certificated employees who will be terminated  
49 from employment or adversely affected in contract status will be identified by using the following  
50 procedures:  
51

1 A. Determination of Vacant Positions. The District will determine, as accurately as possible, the  
2 total number of certificated staff, leaving the District for reasons of retirement, family  
3 transfer, normal resignations, leaves, discharge, or non-renewal, etc., and these vacancies will  
4 be taken into consideration in determining the number of available certificated positions for  
5 the following school year.

6  
7 B. Certification. Possession of any valid Washington State Certificate with the necessary  
8 endorsements which may be required by statute or administrative code for the position(s)  
9 under consideration shall be a prerequisite for retention.

10  
11 C. Employment Categories. The following categories and specialties are established to ensure  
12 the qualifications of personnel assigned to retained positions:

- 13 1. Elementary teachers will be considered for retention in one category (K-6).
- 14 2. Secondary teachers (7-12) will be considered for retention by teaching  
15 endorsements such as science, math, social studies, language arts, etc.
- 16 3. Other certificated employees will be considered for retention according to  
17 their endorsement, which will include:  
18

19 English Language Learner (ELL)  
20 School Nurses  
21 Counselors  
22 Librarians  
23 Deaf and Hard of Hearing  
24 Special Education Teachers  
25 Preschool  
26 Audiologists  
27 Psychologists  
28 Social Workers  
29 Speech Language Pathologists  
30 Physical Therapists  
31 Occupational Therapists  
32 Vision Specialists  
33 Mobility and Orientation Specialists  
34

35  
36  
37  
38 Certificated employees on leave from the District shall be placed in the category appropriate  
39 to said employees, and certificated employees employed on one year non-continuing  
40 contracts shall not be so included.

41  
42 D. Retention by Employment Category. Each certificated staff member will be considered for  
43 retention in the category(ies) for which they are certified or endorsed.

44  
45 E. Selection Within Employment Categories. Certificated employees shall be considered for  
46 retention in available positions within the categories or specialties for which they qualify, in  
47 accordance with the provisions for retention by employment category. In the event there are  
48 more qualified employees than available positions in a given category or specialty,  
49 employees shall be recommended for retention by State seniority.

50  
51 F. Action by Superintendent or his/her Designee. The procedures for staff reductions shall be  
52 implemented on or before the statutory deadline (usually May 15, unless the State has failed

1 to adopt a budget) of the school year prior to the school year in which any staff reductions  
2 may be necessary. The Superintendent or his/her Designee shall take such action as may be  
3 required by statute to non-renew or adversely affect the employment contracts of affected  
4 employees. Employees non-renewed are eligible to join the substitute roster and shall  
5 receive priority consideration for substitute assignments.  
6

7 **G. Layoff & Recall Pool.**  
8

9 All certificated employees who are not recommended for retention in accordance with these  
10 procedures shall be terminated from employment and placed in a pool for possible  
11 reemployment for a period of up to two years.  
12

13 As positions become available (if there are no qualified unassigned involuntary transfers), the  
14 Human Resources Department shall reinstate qualified individuals from the layoff pool, using  
15 qualifications and State seniority. Individuals returning to work in a certificated position with  
16 the District shall be recalled and returned to continuing contract status.  
17

18 The District may hire new employees only where there is no individual in the layoff pool who  
19 meets the certification and qualification criteria specified herein for the available position.  
20

21 Individuals who obtain additional certification, qualifications, or college preparation while in the  
22 layoff pool shall be entitled to update their records with the Human Resources Department. In  
23 filling a vacancy, the most recent category eligibility and certification, qualification and college  
24 preparation information on file in the Human Resources Department shall be determinative.  
25

26 An individual in the layoff pool shall have the right to reject one offer of recall. If an individual  
27 in the layoff pool rejects a second offer of recall, his/her name shall be removed from the layoff  
28 pool and shall constitute forfeiture of all recall rights.  
29

30 An individual in the layoff pool shall have sixteen ESC work hours to respond following actual  
31 notice by telephone, in person, or in writing (including e-mail) of an offer of recall. If the  
32 individual fails to respond, his/her name shall be passed over for the position. If the individual  
33 fails to respond a second time to an offer of recall, his or her name shall be placed at the bottom  
34 of the seniority list for the layoff pool in the relevant categories. The individual is responsible for  
35 keeping the Human Resources Department informed of his or her most current contact  
36 information and if the individual's address, telephone number, or e-mail address is no longer  
37 valid when the District attempts to offer recall, it shall count as a failure to respond.  
38

39  
40 **ARTICLE 8. RELEASE FROM CONTRACT**  
41

42 A teacher under contract shall be released from the obligations of the contract upon request under the  
43 following conditions:  
44

- 45 A. A letter of resignation must be submitted to the Director of Human Resources.
- 46
- 47 B. A release from contract, prior to July 1, shall be granted provided a letter of resignation is  
48 submitted prior to that date.
- 49
- 50 C. A release from contract shall be granted after July 1 provided a qualified replacement  
51 (satisfactory to the District) has been obtained, or upon mutual consent of the District.  
52

- 1 D. A release from contract shall be granted upon the teacher's request in case of illness or other  
2 personal matters which make it impossible for the teacher to continue in the District.  
3  
4

## 5 **ARTICLE 9. SALARY GUIDES**

### 6 **Section 9.1 General**

7 The purpose of the District Salary Schedule shall be to secure new certificated employees who are  
8 personally competent and professionally well prepared, encourage the professional growth of certificated  
9 employees while in service, and retain the most competent certificated employees in the school system. The  
10 salary schedules are presented in Appendix A, and will include all monies distributed from the State  
11 Allocation Model (SAM). Stipends and rates of pay provided in this Agreement which are calculated on a  
12 factor of base salary in Appendix A shall be calculated utilizing the 2010-11 salary schedule. This provision  
13 shall remain in effect until Appendix A exceeds that of the 2010-11 salary schedule.  
14  
15

### 16 **Section 9.2 Placement on Salary Schedule**

17 All certificated employees will be placed on the negotiated base salary schedule (Schedule A) according to  
18 qualifying highest degree, number of credits, and experience as determined by the regulations promulgated  
19 by the Washington Office of Superintendent of Public Instruction for placement on the State allocation  
20 schedule and printed in the "S-275" instructions. ESA staff employed as of 9/1/05 who were granted  
21 experience not recognized by these regulations will be placed on Schedule A consistent with the regulations  
22 and will receive a supplemental incentive stipend for the difference between that placement and the  
23 placement they would obtain based on experience previously granted. Additional years of clinical  
24 experience will be considered on a case-by-case basis and will be granted if meeting the District established  
25 criteria.  
26

### 27 **Section 9.3 Salary Deductions and Payments**

- 28
- 29 A. Salary Deductions for Absences. In case of absence other than those for which paid leave  
30 applies, the salary deduction shall be one full day's pay in accordance with the contracted  
31 days of employment.  
32
- 33 B. Payment of Salaries. Payment of salaries shall be on the last business day of each month.  
34 Upon the certificated employee's appropriate written instructions, warrants/pay stubs shall be  
35 held at the Education Service Center to be picked up by the certificated employee. In the  
36 absence of such written instruction, or in the event the document being held at the Education  
37 Service Center for pickup is not so claimed within a one week period, the document shall be  
38 mailed to the certificated employee's address of record.  
39

40 All employees shall be paid through direct bank deposit. Employees shall complete a direct  
41 deposit form and submit it to the Payroll Department within the first five days of hire.  
42

- 43 C. Early Payout. Upon application, certificated employees retiring from the teaching profession  
44 shall receive the balance of their salary payments on the June payday during the year in  
45 which they leave. The District may elect to pay off any other certificated employee(s) at the  
46 time he/she leaves the District. All deductions due for the remainder of the year for which  
47 this salary is paid shall be made at this time and appropriately transmitted by the District,  
48 along with fringe benefits due for this time period. At the request of the employee, the  
49 District shall continue to deduct insurance contributions due for the months of June, July and  
50 August, and shall make its normal contribution for those months in the normal manner.  
51 Employees should consult a tax accountant to review possible tax implications regarding this  
52 section.

1  
2 D. Errors in Contract Salaries. Following notification to the employee, errors resulting in over  
3 or underpayments shall be corrected on the next month's payroll. If requested by the  
4 employee, the Human Resources Department and the employee will work out a repayment  
5 agreement prior to any adjustment to the employee's pay warrant. In the event an employee  
6 is notified of an overpayment prior to receiving said payment, the District may elect to  
7 deduct the amount of overpayment from the employee's next pay warrant.  
8

9 **Section 9.4 Part-Time Contracts**

10 A certificated employee's prorated pay for less than a full year shall be figured in the following manner: use  
11 as the numerator the actual number of days that the certificated employee is employed, and as the  
12 denominator the actual number of basic contract days in the entire year. This fraction times the annual  
13 salary for said certificated employee's position on the salary schedule shall equal their pay for the part of the  
14 year employed. Partial day employment pay shall be similarly prorated.  
15

16 **Section 9.5 Supplemental Contracts**

17 When supplemental contract positions are known, these contracts shall be issued to the employee to  
18 facilitate the beginning of payment by the end of the October pay period.  
19

20 For Additional Assignment Schedules, see the Appendices.  
21

22 **Section 9.6 Mid-Contract Increase**

23 In the event the School District receives from the State of Washington more funds for the specific purpose  
24 of increasing certificated employee's salaries and/or benefits than the District has contracted to pay for the  
25 given school year, the District shall notify the Association and begin negotiations with the Association on  
26 the distribution of such funds for application to the salaries and/or benefits for certificated employees for  
27 said year and shall then make such adjustments, including amendments to the individual certificated  
28 employees' contracts, if necessary, as soon as practicable.  
29  
30

31 **ARTICLE 10. INSURANCE BENEFITS**  
32

33 **Section 10.1 Benefit Allocation**

34 For all years of this agreement, the District shall allocate the amount identified in the State Appropriations  
35 Act (for educational employees) for each full-time certificated employee for mandatory long-term disability  
36 insurance, vision, life, and dental insurance, all jointly approved by the District and the Association. Part-  
37 time employees will receive a prorated allocation based on their FTE. Job share staff will be eligible to  
38 share one benefit allocation on a pro rata basis. The District is solely responsible for paying the HCA  
39 premium for retirees.  
40

41 When a portion of this contribution is applied to a combination of medical insurances, the application shall  
42 be first to the mandatory insurances in this Article, then to health insurance up to the amount of the  
43 premium.  
44

45 The allocations identified in this article are dependent on the State both authorizing and providing funding  
46 to pay such benefit allocation. If the State fails to authorize and fund the District to the full extent of the  
47 allocation stated above, the District shall pass through any State funding actually received.  
48

49 **Section 10.2 Pooling**

50 All unused insurance allocations from the section above shall be pooled for the benefit of bargaining unit  
51 members. Funds shall be distributed equally to all employees with out-of-pocket costs for medical

1 insurance on a dollar for dollar basis until all such funds are fully expended. Part-time employees shall  
2 receive a prorated allocation of these pooling dollars based on their FTE.  
3

4 The pooling calculation shall be made once each year no later than December to apply to the earliest pay  
5 period practicable thereafter, and for the following 11 months. Benefit amounts published during the open  
6 enrollment period shall reflect out-of-pocket costs with zero pooling assistance.  
7

## 8 **ARTICLE 11. TRAVEL, TIME, AND REIMBURSEMENT**

9  
10  
11 Certificated employees shall be reimbursed for reasonable expenses of mileage, meals, housing, and  
12 registration fees when such employees are on official business.  
13

### 14 **Section 11.1 Travel Within the District**

15 Reimbursement for travel expenses of certificated employees shall be limited to those cases where work  
16 requires regular and frequent travel from school to school and the Director of Human Resources has  
17 approved reimbursement. When needed, adjustments will be made to provide reasonable travel time as  
18 follows:  
19

- 20 1. For traditionally itinerant employees (librarians, music teachers, elementary PE teachers, ELL  
21 teachers, nurses, SLPs, etc.) the first priority is to schedule their work day so that travel time can  
22 be accommodated within the work day, along with contractual planning time and lunch break.  
23
- 24 2. If an employee is placed in assignments at more than one site during a work day (a split  
25 assignment), and the work schedule cannot be adjusted to accommodate travel, contractual  
26 planning time and lunch break, then the addresses of the sites will be entered into the directions  
27 function of mapquest.com to establish a standard mileage and time for travel between the two  
28 sites. The employee will submit monthly mileage claims based on the number of days during the  
29 month that the employee traveled between work sites, using the mapquest.com mileage. Mileage  
30 claims shall not be submitted for days the employee was absent or otherwise did not travel  
31 between the sites.  
32
- 33 3. The employee will be compensated on a monthly basis, at the per diem rate for that employee,  
34 for the time determined by mapquest.com, plus ten minutes, per day that travel was required, as  
35 compensation for lost planning time. This compensation will be suspended for leaves of  
36 absence, but not for short term absences. In the event the employee is unable to complete the  
37 required travel in the time allowed on a substantial and consistent basis, the employee will  
38 document actual travel time and request an increase in the time allowed. In the event the  
39 employee encounters occasional or seasonal instances when the allotted travel time is  
40 insufficient, the employee may log those instances and request at the end of the year that the  
41 extra time be balanced against any absences when the employee was compensated for travel time  
42 any way. If the balance favors the employee by at least 30 minutes, the employee will be  
43 compensated for the difference.  
44
- 45 4. The Director of Human Resources shall approve and coordinate the implementation of the  
46 arrangements required by Paragraphs two and three.  
47
- 48 5. Any agreement to pay employees for time spent traveling does not apply to an employee  
49 accepting two separate part-time positions or requesting a split assignment. If an employee  
50 requests a split assignment, he or she may claim mileage as established by mapquest.com.  
51

1 **Section 11.2 Travel Outside of the District**

2 Prior approval of the District shall be required for reimbursement of certificated employees who travel  
3 outside of the District on school business. Direct billing and/or advance payment of travel, registration fees,  
4 lodging and subsistence costs may be authorized, provided that advance approval of overnight travel has  
5 been approved by the District.  
6

7 **Section 11.3 Reimbursement**

8 Mileage reimbursement shall be paid at the IRS rate. Mileage records shall conform to State Examiner  
9 requirements. On forms provided by the principal, meals and mileage shall be listed and receipts for  
10 registration fees and lodging attached.  
11

12 **Section 11.4 Employee Travel For Trainings and Meetings**

13 Mileage will be reimbursed for travel between work sites when such travel is required for District directed  
14 trainings or meetings. However, if the employee is directed to report to a single, alternate work site and will  
15 not be driving between two work sites during one work day, no mileage will be reimbursed. The building  
16 administrator must approve such travel in advance. To the extent possible, staff will make efforts to carpool.  
17

18 **ARTICLE 12. EVALUATION OF CERTIFICATED EMPLOYEES**

19  
20 **Section 12.1 General**

21 All certificated employees shall be evaluated during each school year in accordance with the procedures and  
22 criteria set forth herein. The evaluation of certificated employees is intended to provide a positive attitude  
23 by all parties toward the development and improvement of the instructional staff of the District; the written  
24 evaluation report shall not be the method used to formally discipline a certificated employee; provided,  
25 however, that this is not intended to prevent discussion of disciplinable problems as these affect teaching  
26 competency. The evaluation procedure recognizes high levels of teaching performance which have a  
27 positive impact on student learning as well as encouraging improvement in specific areas identified through  
28 the evaluation of the certificated staff member. The improvement of instructional services available to  
29 students is the ultimate objective of the evaluation program and should be effected by an open discussion of  
30 strengths and weaknesses. Extenuating circumstances (including but not limited to placement in an  
31 unfamiliar content area/grade level or extreme workload/overload situations), shall be acknowledged in  
32 evaluation of employee performance.  
33

34 A copy of the Evaluation Report Form and Evaluation Criteria shall be made available to, and discussed  
35 with, certificated employees at the beginning of the school year. Prior to September 30 of each school year,  
36 all certificated employees shall be notified of the name of their planned or intended evaluator for that year,  
37 provided that the planned or intended evaluator shall not be changed without good cause and that the  
38 employee shall be notified of said change within ten school days of the decision to make the change. The  
39 planned or intended evaluator shall not be changed after February 1 of each school year unless there are  
40 unusual circumstances. In the event of such unusual circumstances, the employee and the administration  
41 shall mutually agree upon another evaluator within ten school days.  
42

43 **Section 12.2 Responsibility for Evaluation**

44 Within each school the principal or designee shall be responsible for the evaluation of employees assigned  
45 to that school. Within the District, program directors or their designees shall be responsible for the  
46 evaluation of employees assigned to those programs.  
47

48 Certificated employees assigned to more than one school or job shall be evaluated by the principal or  
49 designee of one school or by the program director or designee. Such certificated employee may request  
50 additional evaluations at other assignments other than those evaluations provided by the District.  
51

1 Responsibility for evaluation shall not be designated to members of the bargaining unit; however, the  
2 planned or intended evaluator may request that the Supervisor of Nurses and the department coordinators  
3 assist in the observation and evaluation process.

4  
5 **Section 12.3 Evaluation Criteria**  
6

7 A. All certificated employees serving as classroom teachers, music teachers, elementary physical  
8 education teachers, reading improvement teachers, librarians, special education teachers, and  
9 resource teachers shall be evaluated during each school year on the basis of the adopted criteria and  
10 appropriate criterion indicators in accordance with WAC 392-191-010:

- 11  
12 1. Professional Preparation and Scholarship: The certificated employee exhibits, in his or her  
13 performance, evidence of having a theoretical background and knowledge of the principles  
14 and methods of teaching, and a commitment to education as a profession.
- 15 a) Possesses and maintains appropriate academic background in subject area and current  
16 teaching techniques.
  - 17 b) Demonstrates commitment to the profession, and its code of ethics.
  - 18 c) Participates in professional development such as building and District professional  
19 development, workshops, and college classes in areas that will enhance professional  
20 skills.
    - 21 i) Establishes individual goals designed to foster school improvement,  
22 professional growth and/or student learning.
    - 23 ii) Participates in school improvement activities.
    - 24 iii) Works within the context of a particular team or department.
    - 25 iv) Engages in opportunities to enhance individual professional knowledge and  
26 skills.
- 27  
28 2. Knowledge of Subject Matter: The certificated employee demonstrates a depth and breadth  
29 of knowledge of theory and content in general education and subject matter specialization(s)  
30 appropriate to the elementary and/or secondary level(s).
- 31 a) Possesses and maintains competence in subject matter areas.
  - 32 b) Responds appropriately to student questions.
  - 33 c) Connects subject matter to other disciplines when appropriate.
- 34  
35 3. Instructional Skill: The certificated employee demonstrates in his or her performance, a  
36 competent level of knowledge and skill in designing and conducting an instructional  
37 experience.
- 38 a) Utilizes teaching techniques which are consistent with the selected objectives.
    - 39 i) Makes effective use of instructional technology, materials and  
40 resource personnel.
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- ii) Uses a variety of instructional strategies to assist students in meeting District and State standards and considers the maturity and attention span of the students.
  - iii) Gives explanations, assignments, and directions clearly.
  - iv) Makes reasonable, relevant and appropriate assignments.
  - v) Provides direction and assistance for students.
  - vi) Maintains awareness of the knowledge, abilities and interests of students for the purpose of guiding instruction.
- b) Uses a variety of assessment strategies and data to guide instruction.
- i) Connects assessments to instructional objectives and standards.
  - ii) Communicates learning expectations and assessment criteria to students.
  - iii) Assesses student learning and refines instruction as needed.
- c) Helps students to develop productive and acceptable work habits and study skills.
- d) Teaches the District adopted curricula.
- e) Uses supplemental materials as needed that support District curricula.
- f) Makes an effort to use culturally responsive teaching practices to meet the diverse needs of students.
- g) Develops, maintains and utilizes effective listening and communications skills.
4. Classroom Management: The certificated employee demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
- a) Selects and prepares equipment and materials in advance of lesson.
  - b) Manages time and materials effectively.
  - c) Uses classroom management strategies and techniques to maintain a safe and appropriate classroom environment.
  - d) Interacts with students in an appropriate and respectful manner.
  - e) Provides appropriate lesson plans for a substitute teacher.
5. The Handling of Student Discipline and Attendant Problems: The certificated employee demonstrates the ability to manage non-instructional human dynamics in the educational setting.

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- a) Provides clearly defined behavior expectations to students and parents/guardians.
- b) Teaches and regularly reinforces expected behaviors.
- c) Demonstrates consistency and fairness when dealing with individual students.
- d) Enlists the assistance of parents, counselors, other supportive personnel or administrators in developing and implementing a variety of interventions for behavior support.
- e) Helps to enforce building rules throughout the school campus and at job-related school activities.

6. Interest in Teaching Pupils: The certificated employee demonstrates an understanding of, and commitment to, each pupil, taking into account each individual's unique background and characteristics. The certificated employee demonstrates enthusiasm for or enjoyment in working with pupils.

- a) Works to develop student and parent/guardian relationships in a professional manner.
- b) Deals with personal information and communication in an ethical manner.
- c) Responds to student's academic, social and emotional needs.
- d) Establishes and maintains high expectations for each student.

7. Effort Toward Improvement When Needed. The certificated employee demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.

- a) Respectfully interacts with school personnel to improve professional practices.
- b) Responds to constructive suggestions.
- c) Follows through in response to recommendations.
- d) Contributes to a positive building atmosphere.
- e) Engages in reflective analysis of teaching practices

B. All certificated employees serving as support personnel including, but not limited to, psychologists, counselors, nurses, speech language pathologists, behavior support specialists, education specialists and instructional coaches, shall be evaluated during each school year on the basis of the adopted criteria and appropriate criterion indicators.

1. Knowledge and Scholarship in Special Field: Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. The employee demonstrates an understanding of, and knowledge about, common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

- 1 a) Possesses and maintains appropriate academic background in the area of specialty.  
2  
3 b) Demonstrates understanding of the basic principles of human growth and  
4 development.  
5  
6 c) Demonstrates ability and knowledge to make appropriate referrals.  
7  
8 d) Relates and applies knowledge, research findings and theory derived from the  
9 individual's specific discipline to the development of a program of services.  
10
- 11 2. Specialized Skills. Each certificated support person demonstrates in their performance a  
12 competent level of skill and knowledge in designing and conducting specialized programs of  
13 prevention, instruction, remediation and evaluation.  
14
- 15 a) Designs and conducts a program providing specific and unique services within the  
16 individual's specific discipline.  
17
- 18 b) Demonstrates ability to synthesize and integrate formal and informal assessment data  
19 concerning the student.  
20
- 21 i) To help others who are involved with the student interpret and  
22 use data appropriately and accurately.  
23
- 24 ii) To help other specialists by providing case study materials.  
25
- 26 c) Administers assessment procedures or assists in organizing and preparing those who  
27 will administer assessment procedures.  
28
- 29 d) Demonstrates ability to assist teachers and administrators to integrate specialized  
30 information into the regular curricular program.  
31
- 32 e) Develops goals and objectives consistent with District level goals and objectives  
33 which will facilitate the implementation of programs and services.  
34
- 35 f) Makes an effort to use culturally responsive teaching practices to meet the diverse  
36 needs of students.  
37
- 38 3. Management of Special and Technical Environment: Each certificated support person  
39 demonstrates an acceptable performance in managing and organizing the special materials,  
40 equipment and environment essential to the specialized programs.  
41
- 42 a) Selects or recommends formal and informal assessments, materials and equipment  
43 appropriate to student needs.  
44
- 45 b) Understands the use, limitations and restrictions of devices, materials and procedures.  
46
- 47 c) Uses comparative and interpretive data to guide instruction and work with students.  
48
- 49 d) Creates an environment which provides privacy and protects student and family  
50 information, as mandated by code of ethics, Federal and State regulations, and  
51 District policies.  
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e) Provides appropriate lesson plans for substitutes when applicable.

4. The Support Person as a Professional: Each certificated support person demonstrates awareness of their limitations and strengths and demonstrates continued professional growth.

a) Demonstrates awareness of the law as it relates to area of specialization.

b) Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics.

c) Participates in professional development such as building and District professional development, workshops, and college classes in areas that will enhance professional skills.

i) Establishes individual goals designed to foster school improvement, professional growth and/or student learning.

ii) Participates in school improvement activities.

iii) Works within the context of a particular team or department.

iv) Engages in opportunities to enhance individual professional knowledge and skills.

d) Responds to constructive suggestions.

e) Follows through in response to recommendations.

f) Respectfully interacts with school personnel to improve professional practices.

g) Engages in reflective analysis of teaching practices.

5. Involvement in Assisting Pupils, Parents and Educational Personnel: Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

a) Consults with other staff, school personnel and parents concerning the development, coordination and/or extension of services to those needing specialized programs.

b) Plans and develops support program to serve the preventive and developmental needs of the school population and the special needs of some students.

c) Interprets characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communications.

d) Allows and expects students to accept responsibility for possible consequences of decisions.

e) Develops, maintains and utilizes effective listening and communication skills.

f) Works to develop student and parent/guardian relationships in a professional manner.

1  
2 **Section 12.4 Observations**

3 Each provisional certificated employee shall be observed in the performance of the work assignment for the  
4 purpose of evaluation at least twice during the first year of employment. The first observation shall be made  
5 within 90 calendar days of employment and shall be for a total observation of at least 30 minutes.  
6

7 During each school year, each certificated employee shall be observed for the purpose of evaluation at least  
8 twice in the performance of the assigned duties. Both observations shall be for at least 30 minutes, and total  
9 observation time for each employee shall not be less than 60 minutes.  
10

11 In addition to required observations and evaluations, supervisors may make additional observations and  
12 evaluations at any time during the school year. If such observations result in potentially negative feedback  
13 to the employee, the supervisor will conference with the employee within five working days.  
14

15 At the request of either the evaluator or employee, a formal observation series shall be preceded by a  
16 conference in which observation arrangements and the goals and objectives for the observation are  
17 discussed by the employee and the planned or intended evaluator.  
18

19 Following each formal observation or series of observations there shall be a post-observation conference  
20 between the planned or intended evaluator and the certificated employee. The following shall be included  
21 in the discussion, as necessary, during this conference:  
22

- 23 A. The goals and objectives of the observation.
- 24
- 25 B. The observation.
- 26
- 27 C. Specific plans for improvement and supervision, if needed.  
28

29 Employees shall not be required to complete written questionnaires for a pre or post observation conference.  
30 Written lesson plans may be required.  
31

32 Evaluators may interact with students to gauge their understanding in an unobtrusive and non-disruptive  
33 manner. Final conclusions and evaluation ratings shall be based on a range of evidence and the evaluator's  
34 professional analysis of that evidence.  
35

36 The results of each observation shall be provided to the employee in writing within ten school days of each  
37 observation.  
38

39 **Section 12.5 Evaluations**

40 Final written evaluations should be completed 30 days prior to the end of school, particularly for certificated  
41 employees who have had significant competency problems that school year, and must be completed ten days  
42 prior to the end of the school year for all certificated employees. In any school year, after an evaluator  
43 develops concerns regarding the performance of an employee for any evaluative criterion, a conference  
44 must occur within ten school days of each required observation. Prior to the preparation of the final written  
45 evaluation, any teacher may request an evaluation conference.  
46

47 All copies of the evaluation form shall be signed by the evaluator and the certificated employee. Signature  
48 of the employee does not necessarily imply agreement with the evaluation. The certificated employee may  
49 submit signed comments concerning the evaluation report within ten days of receipt of the report and such  
50 comments shall be attached to the evaluation report in the personnel file. The original of the evaluation  
51 shall be submitted to the Director of Human Resources or designee for review and filing in the personnel  
52 file. A second copy shall be provided to the certificated employee and a third copy shall be retained by the

1 principal or the Director of Human Resources or designee. The Evaluation Conference shall not be used as  
2 a disciplinary meeting to issue a formal warning, reprimand, or discipline, provided, however, that this is  
3 not intended to prevent discussion or disciplinable problems as these affect teaching competency.  
4

5 Evaluation statements based on complaints from other data sources shall only be incorporated as per the  
6 Complaint Procedure section.  
7

#### 8 **Section 12.5.1 Short Form Evaluation**

9 Notwithstanding the above, as per RCW 28A.405.100. Minimum criteria for the evaluation of  
10 certificated employees, including administrators - Procedure - Scope - Penalty.  
11

12 After an employee has four years of satisfactory evaluation under subsection (1) of this section, a  
13 school district may use a short form of evaluation. The short form of evaluation shall include either  
14 a thirty-minute observation during the school year with a written summary or a final annual written  
15 evaluation based on the criteria in subsection (1) of this section and based on at least two observation  
16 periods during the school year, totaling at least sixty minutes without a written summary of such  
17 observations being prepared. However, the evaluation process set forth in subsection (1) of this  
18 section shall be followed at least once every three years and an employee or evaluator may request  
19 that the evaluation process set forth in subsection (1) of this section be conducted in any given  
20 school year. The short form evaluation process may not be used as a basis for determining that an  
21 employee's work is unsatisfactory under subsection (1) of this section nor as probable cause for non-  
22 renewal of an employee's contract under RCW 28A.405.210.  
23

24 The above process will be available to building administrators but shall not be used if a staff member  
25 prefers the long form process. If an administrator would like to use the short form process, it is  
26 agreed that:  
27

- 28 A. Notice of this request will be given to the employee prior to September 30.
- 29
- 30 B. No person being evaluated by the process will be rated less than satisfactory.
- 31
- 32 C. The same summary form will be used as with the long form, but without narrative.  
33

#### 34 **Section 12.5.2 Professional Growth Option**

35 The District will offer the Professional Growth Option as an evaluation component (See WAC 392-  
36 192), located in Appendix I.  
37

#### 38 **Section 12.6 Transferred, Resigned or Terminated Employees**

39 If a certificated employee is transferred after October 1 to another position not under the supervisor's  
40 jurisdiction, an evaluation shall be made at the time of such transfer, if possible. If an employee resigns or  
41 is terminated during the school year, a final evaluation shall be completed prior to his final date of  
42 employment, if possible.  
43

#### 44 **Section 12.7 Relationship to the Grievance Procedure**

45 Except for the procedural requirements of the evaluation and probation sections of this Agreement, the  
46 content of a certificated employee's evaluation, or of an administrator's report pursuant to the Articles  
47 regarding Probation and Personnel Files, shall not be subject to the Grievance Procedure. Further, since the  
48 contracts of replacement employees expire automatically as per RCW 28A.405.900, procedural errors  
49 regarding the evaluations of these employees shall only be subject to Steps 1, 2 and 3 of the Grievance  
50 Procedure.  
51  
52

1 **ARTICLE 13. PROBATION**

2  
3 **Section 13.1 General**

4 The probationary procedure as set forth herein shall provide a certificated employee (excludes provisional  
5 and replacement employees) with an opportunity to demonstrate improvement in the areas of deficiency and  
6 offer assistance in the improvement of performance. The probationary period shall commence on or after  
7 October 15 and shall extend for 60 school days.

8  
9 Provisional employees who are experiencing performance difficulties will be advised by the District  
10 Administration of their right to contact the PEA President or UniServ Director for representation at a  
11 meeting with the employee's evaluator. This meeting will be conducted prior to any official personnel  
12 action.

13  
14 **Section 13.2 Advisory Conference**

15 If the supervisor contemplates recommending that a certificated employee be placed on probation, the  
16 supervisor shall confer with the employee prior to making the recommendation and shall:

- 17  
18 A. Review the reasons for the contemplated probation and specify which of the evaluative  
19 criteria in Article 12 the employee is failing to demonstrate satisfactorily.  
20  
21 B. Review the improvements required for the performance to be considered acceptable.  
22  
23 C. Discuss the specific and reasonable program of improvement being contemplated to  
24 recommend to the Superintendent.  
25

26 The advisory conference may be held at any time. At the request of the employee, Association  
27 representation may be present.  
28

29 The three items above will be provided to the employee in writing prior to the advisory conference and in  
30 the same document the employee shall be notified that he/she is entitled to Association representation  
31 during the advisory conference. If the decision is still to recommend probation to the Superintendent, the  
32 supervisor shall provide to the employee a copy of the written interim evaluation and the recommendation  
33 being sent. If the employee wishes to respond to the interim evaluation, the response should be delivered to  
34 the Superintendent.  
35

36 **Section 13.3 Establishment of Probationary Period**

37 If the Superintendent concurs with a supervisor's judgment that the performance of a certificated employee  
38 is unsatisfactory, the Superintendent shall place the employee in a probationary status. After October 15 but  
39 no later than 60 school days before the end of the school year, said employee shall be given written notice of  
40 the action of the Superintendent which notice shall contain the following information:

- 41  
42 A. Specific areas of performance deficiencies.  
43  
44 B. Improvements required for acceptable performance and a suggested specific and reasonable  
45 program for improvement.  
46  
47 C. A statement indicating the duration of the probationary period and that the purpose of the  
48 probationary period is to give the employee the opportunity to demonstrate improvement in  
49 his/her area(s) of deficiency.

1  
2 **Section 13.4 Evaluation, Assistance and Recommendation**

3 During the probationary period, the evaluator shall meet with the employee at least twice monthly to  
4 supervise, observe, and make a written evaluation of the progress, if any, made by the employee.  
5

6 The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the  
7 employee in improving his/her areas of deficiency. The evaluator shall discuss such appointment with the  
8 probationer. If the assigned probationary duties require absence from a teaching assignment, any necessary  
9 substitute shall be paid by the District.  
10

11 At the conclusion of the probationary period, the principal or director shall complete a written evaluation for  
12 each probationary employee and recommend to the Superintendent:  
13

- 14 A. That the certificated employee has demonstrated sufficient improvement in the stated area(s)  
15 of deficiency to justify the removal of the probationary status, or
- 16
- 17 B. That the certificated employee has demonstrated sufficient improvement in the stated area(s)  
18 of deficiency to justify removal of the probationary status if accompanied by a letter  
19 identifying areas where further improvement is required, or
- 20
- 21 C. That the certificated employee has not demonstrated sufficient improvement in the stated  
22 area(s) of deficiency and action should be taken to not renew the employment contract of the  
23 certificated employee.  
24

25 Should the required reports of the certificated employee's probationary progress, if any, contain information  
26 not previously made known to the certificated employee, the certificated employee may submit a written  
27 statement which shall be appended to such report.  
28

29 **Section 13.5 Action by Superintendent**

30 Following a review of any report submitted pursuant to this Article, the Superintendent shall determine  
31 which of the alternative courses of action is proper and shall take appropriate action to implement such  
32 determination. Probationary employees shall be notified as soon as possible of the Superintendent's decision  
33 regarding the disposition of their probationary status. Following the probationary period and at the  
34 Superintendent's discretion, the Superintendent may remove the employee from his or her assignment and  
35 place the employee in an alternative assignment at the same rate of pay and benefits or place the employee  
36 on paid leave for the balance of the contract term, provided that the employee's reassignment shall not  
37 displace another employee.  
38

39  
40 **ARTICLE 14. PERSONNEL FILES**  
41

42 Certificated employees shall, upon reasonable notice, have the right to inspect the contents of their  
43 personnel files which would include the building working file, in addition to the personnel file maintained at  
44 the Education Service Center. The working file, which may be in print or on a computer, may include  
45 evaluation and supporting documentation.  
46

47 If requested, file materials shall be reproduced for the employee as promptly as feasible, with the employee  
48 paying the expense of such reproduction. An Association representative, at the certificated employee's  
49 request, may be present in this review. No other individual personnel file will be kept without the  
50 employee's knowledge.  
51



1 Unidentified derogatory material shall not be included in the personnel file. Identified derogatory material  
2 shall be shown to a certificated employee within 15 school days after receipt or composition. Derogatory  
3 materials from nonprofessional sources shall not be included in the personnel file, except in extraordinary  
4 circumstances. The certificated employee shall sign the material to indicate only that he/she has read it and  
5 shall have the right to attach their own written comments.  
6  
7

## 8 **ARTICLE 15. PROFESSIONAL DEVELOPMENT**

9

### 10 **Section 15.1 Professional Opportunities and Funds**

11 Certificated employees need opportunities for the development of increased competence beyond that which  
12 they may attain through the performance of their assigned duties. In light of their impact upon the lives of  
13 students and in keeping with the breadth of experience and training which they possess, opportunities need  
14 to be especially rich and varied. These opportunities include such activities as visits to other classrooms and  
15 other schools, conferences involving other personnel from the District, county, state, region or nation;  
16 membership on committees, training in classes and workshops offered within the District; released time and  
17 leaves of absence for travel and study; and further training in institutions of higher learning. The District  
18 shall encourage such activities.  
19

20 Professional Funds: Employees shall have \$300 in 2012-13, 2013-14 and 2014-15, and \$375 in 2015-16  
21 and 2016-17 available for the following purpose(s):  
22

- 23 A. To pay for tuition costs or expenses related to attending a workshop/conference on a non-  
24 work day, or to pay for memberships to professional organizations.  
25
- 26 B. For literature subscriptions and journals.  
27
- 28 C. To purchase instructional materials, supplies, or equipment. Said materials or equipment  
29 shall be considered property of the employee.  
30
- 31 D. To pay for licensing fees, certification fees, and testing fees.  
32

33 Such funds shall be provided in a lump sum stipend payable to the employee on the November pay warrant.  
34 Employees hired on or after second semester shall be paid half of the professional fund amount identified  
35 above.  
36

### 37 **Section 15.2 National Board Certification**

38 The District will provide support for staff members seeking their National Board Certification. Such support  
39 will take the form of:  
40

- 41 A. Payment of the sixty-five dollar (\$65.00) application fee.  
42
- 43 B. Seven hundred dollars (\$700.00) toward the tuition fee.  
44
- 45 C. Two (2) release days to work on National Board portfolios and/or exams.  
46
- 47 D. Paper supplies and copying necessary to complete the National Board portfolios.  
48  
49  
50  
51

1 **ARTICLE 16. LEAVES**

2  
3 It is agreed that employees need to be able to access reasonable amounts of leave to maintain and restore  
4 their health and to deal with emergencies and other personally compelling events.  
5

6 It is also agreed that regular attendance is important to provide students with the optimum learning  
7 experience, to balance the workload for all staff, and to enhance the operation of each school.  
8

9 The District understands that employees have legitimate privacy concerns regarding some circumstances  
10 that call for the use of leave, and will work with employees to minimize the disclosure of information.  
11

12 The Association recognizes that employees must collaborate with their supervisors and the Human  
13 Resources Department to ensure that leave is used properly and that District operational needs are  
14 efficiently addressed.  
15

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

17 A full time certificated employee shall be allowed 12 days a year for the certificated employee's personal  
18 illness, injury, and emergency leave. The 12 days shall be posted to the credit of the employee effective the  
19 first day each school year, but shall be reduced proportionately for an employee who fails to complete the  
20 first quarter of the school year for any reason other than illness, injury, or emergency. Such leave shall be  
21 accumulated from year to year as allowed by law. No deduction from salaries shall be made during these  
22 days. Certificated employees working less than a full year shall be allowed sick leave as follows: number of  
23 days worked, divided by 180, multiplied by 12. An employee may choose to use such leave to care for  
24 his/her children, spouse or partner, parents, parents-in-law, grandparents, or children over age 18 with  
25 disabilities with a serious health condition as defined by the Family and Medical Leave Act (FMLA).  
26

27 The District may inquire regarding an employee's use of leave under this section after three consecutive  
28 days absent from work, when the employee has demonstrated a pattern of leave usage of concern to the  
29 District, or when circumstances raise concerns. A medical practitioner's statement or other verification of  
30 absence may be required.  
31

32 The District will require a medical practitioner's verification of an employee's absence and fitness to return  
33 to work (with or without restrictions) after five consecutive days absent from work.  
34

35 An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature  
36 beyond the control of the certificated employee which threatens the physical well-being or property of the  
37 certificated employee or his/her immediate family, and is of such nature that pre-planning is not possible or  
38 could not relieve the necessity for the certificated employee's absence. Application for emergency leave  
39 shall be made to the Human Resources Department.  
40

41 Even though a substitute teacher is not called when certain personnel are absent, the regular policies of  
42 deductions and sick leave shall be used.  
43

44 Sick leave shall also apply to disabilities caused or contributed to by pregnancy, miscarriage, abortion,  
45 childbirth and recovery therefrom.  
46

47 Eligible employees may utilize the FMLA for their own serious health condition. All the provisions of the  
48 FMLA shall be extended to employees with work assignments of seven and one half (7.5) or more hours per  
49 day and at least 180 days per year who meet all other FMLA eligibility requirements.  
50

51 **Section 16.1.1 Attendance Incentive Program**

1 **Non-VEBA Conversion:** Certificated employees may elect an annual conversion of accumulated  
2 sick leave in accordance with letter “A” below. Employees may elect a conversion of sick leave  
3 upon retirement, separation from service or death for monetary compensation in accordance with  
4 letter “B” below. The conversion procedures are as follows:  
5

6 A. **Annual Conversion:** Any certificated employee who at the end of the previous calendar year  
7 shall have accumulated in excess of 60 days of unused sick leave, may convert unused sick  
8 leave earned the previous year in excess of the said 60 days to monetary compensation at the  
9 rate of 25 percent of the employee's current full-time daily rate of compensation for each full  
10 day of eligible sick leave up to 12 days. Any such election shall be made by written notice to  
11 Human Resources during the month of January. Any such annual conversion of accumulated  
12 sick leave shall be in accordance with law.  
13

14 B. **Conversion Upon Retirement, Separation from Service or Death:** Any certificated employee  
15 who shall retire, separate from service or die while employed by the District may elect  
16 (personally or by a personal representative, as appropriate) to convert accumulated unused  
17 sick leave days to monetary compensation at the rate of 25 percent of the employee's full-  
18 time daily rate of compensation at the time of retirement, separation from service or death for  
19 each full day of eligible sick leave up to a maximum of 180 days. Any such conversion of  
20 sick leave upon retirement, separation from service or death shall be in accordance with law,  
21 including RCW 28A.400.210 and RCW 28A.400.212.  
22

23 **VEBA Conversion:** The Association will annually notify the District of its intent to participate in  
24 VEBA III. Any such conversion of sick leave annually or upon retirement, separation from service  
25 or death shall be in accordance with the law, including Internal Revenue Code Section 501(c)(9).  
26

### 27 **Section 16.2 Bereavement Leave**

28 The District and the Association understand the deep impact that death can have on an individual and  
29 family. Therefore, the following bereavement leave provisions are available to provide employees time off  
30 from work to plan and attend a funeral/memorial service and to deal with immediate family matters  
31 surrounding a death.  
32

33 A. Employees shall be allowed bereavement leave for the death of any relative residing in the  
34 employee's household and/or the following family members: spouse, domestic partner,  
35 parent, step-parent, child, step-child, sibling, parent-in-law, child-in-law, sister-in-law,  
36 brother-in-law, grandparent, grandchild, aunt, uncle, niece and nephew. Upon request by an  
37 employee to the Director of Human Resources, bereavement leave for the death of any other  
38 close family member as defined by the employee will be considered on a case by case basis  
39 and will not be unreasonably withheld. The number of days of leave, not to exceed five per  
40 occasion of death shall be allowed according to the circumstances of each case as determined  
41 by the Director of Human Resources. Bereavement leave days need not be used  
42 consecutively, but shall normally be used within one month following the death, unless the  
43 Director of Employee Relations has authorized an extended usage period. Bereavement leave  
44 days are not cumulative or transferable. No deductions from salaries or sick leave shall be  
45 made during these days. Additional emergency leave days from the employee's sick leave  
46 may be utilized upon approval from Human Resources.  
47

48 B. An employee who has a death of a student in his/her classroom shall be authorized one day  
49 of bereavement leave to attend the memorial and/or a funeral service. An employee who has  
50 a death of a colleague or a former student may be authorized a half day or one full day of  
51 bereavement leave by the District to attend the memorial and/or a funeral service. No  
52 deduction from the employee's salary or sick leave shall be made for this day.

- 1  
2 C. For the death of any individual of personal significance to the employee not listed above, the  
3 employee may use up to three days of personal leave or emergency leave if the employee  
4 does not have available personal leave or has already received approval to use his/her  
5 available personal leave, to attend a funeral/memorial service.  
6

7 **Section 16.3 Personal Leave**

8 Employees shall be allowed four days of personal leave for important compelling personal matters,  
9 including family illness not otherwise covered by sick leave. This leave shall not be used for conducting  
10 income producing business and shall not be used for a strike against the Puyallup School District. Personal  
11 leave shall not be used on the following “blocked” days: State funded professional development days,  
12 Supplemental Days, snow make-up days, the WSPA career fair day, or during the first or last five days of  
13 school. Additionally, if a Principal confirms an employee’s presence is required for End of Course Exam  
14 days, High School Proficiency Exam days, or Measurement of Student Progress testing days, the employee  
15 may not use Personal Leave on such days. Personal Leave approved prior to notification of the testing  
16 schedule shall be honored. An employee may request special consideration for personal leave to be granted  
17 during the blocked days for personally compelling reasons.  
18

19 The District shall grant personal leave in the order the requests are received provided the requests are made  
20 in compliance with the above conditions. On the day before or after a holiday or vacation period, only 20  
21 personal leave requests shall be honored. On Fridays, only 20 personal leave requests shall be honored. On  
22 all other work days, a maximum of 45 personal leave requests shall be honored. Employees may request  
23 personal leave days as early as one year in advance. If an employee does not have the requested number of  
24 personal leave days to use at the time the leave is to be taken, the absence days will be denied and leave  
25 without pay will not be available.  
26

27 A maximum of three personal leave days may be carried into the following school year, to a maximum  
28 accumulated of ten days. A maximum of five days, excluding family illness or bereavement days, may be  
29 used in any one school year, unless additional use is approved by the Director of Employee Relations.  
30

31 Employees may receive monetary compensation at per diem for three of their unused personal leave days. A  
32 request for monetary compensation must be made by June 1 on a form provided by the Human Resources  
33 Office. Upon notice of retirement to Human Resources by March 1, an employee may cash out up to five  
34 additional days of Personal Leave at per diem.  
35

36 Two days of unused personal leave may be shared with other employees at the option of the individual  
37 employee. Employee’s may not donate or receive more than two days of personal leave per school year.  
38 Employees who choose to share personal leave must complete the Personal Leave Sharing Authorization  
39 Form before transferring leave to another employee.  
40

41 **Section 16.4 Family and Medical Leave (FMLA)**

42 In accordance with the FMLA, full time certificated employees (employees who work at least seven and one  
43 half (7.5) hours per day and at least 180 days per year), who have also worked for the District at least one  
44 year in the preceding year shall be entitled to 12 work weeks of unpaid FMLA leave during any 12 month  
45 period for the following:  
46

- 47 1. To care for a newborn or adopted child of the employee who is under the age of 18 at the  
48 time of placement for adoption, or a newly-placed foster child;
- 49
- 50 2. To care for a spouse, domestic partner, parent or child of the employee who has a serious  
51 health condition; or  
52

1           3.       For a personal health condition if it renders the employee unable to perform his or her job.

2  
3 FMLA shall run concurrently with all applicable paid leave time available to the employee.

4  
5 Leave taken for newborn or adopted child care shall be completed within one year after the date of birth or  
6 placement for adoption. FMLA leave authorized under this policy must be taken full time and consecutively  
7 unless an alternative schedule is approved by the Human Resources Department or where intermittent or  
8 reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave without  
9 the approval of the Director of Employee Relations. An instructional employee may be transferred to an  
10 alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is  
11 available.

12  
13 The District will continue to pay its portion of the employee's medical and dental benefit during approved  
14 FMLA leave.

15  
16 If both parents of a newborn or newly adopted child are employed by the school district, they shall be  
17 entitled to a total of 12 work weeks of Family Leave during any 12 month period, and leave shall be granted  
18 to only one parent at a time. There is no pooling in effect for spouses if the FMLA leave is related to a  
19 serious health condition.

20  
21 The Human Resources Department shall require written verification from the employee's health care  
22 provider.

23  
24 The District may obtain the opinion of a second health care provider, at District expense, concerning any  
25 information pertinent to the employee's leave request. If the opinions of the health care providers differ on  
26 any matter determinative of the employee's eligibility for FMLA leave, the two health care providers shall  
27 select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

28  
29 Return to Work. Any employee returning from an authorized FMLA leave within 12 work weeks, shall be  
30 entitled to the same position held by the employee when the leave commenced, or to a position with  
31 equivalent benefits and pay.

32  
33 Reinstatement of an employee returning from FMLA leave need not occur if: a). the specific job is  
34 eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work,  
35 b). an employee on leave takes a position with another employer outside the home, or c). the employee fails  
36 to provide the required notice of intent to take leave or fails to return on the established ending date of leave.  
37 If an employee fails to return from leave for a reason other than the employee's death, the District may  
38 recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required  
39 to delay their return from family leave to the beginning of the next semester under the following  
40 circumstances:

- 41
- 42           1.       The employee began leave five or more weeks before the end of the semester, the leave is for  
43                   more than three weeks, and the employee would otherwise return to work within three weeks  
44                   of the end of the semester.
  - 45
  - 46           2.       The employee began family leave (except for a personal health condition) less than five  
47                   weeks before the end of the semester, the leave is for more than two weeks, and the  
48                   employee would otherwise return to work within two weeks of the end of the semester.
  - 49
  - 50           3.       The employee began family leave (except for a personal health condition) three or fewer  
51                   weeks before the end of the semester and the period of leave is more than five working days.

1  
2 **Section 16.5 Long-Term General Leave**

3 Employees requesting a long-term general leave of absence for the following school year must normally do  
4 so on or before March 1. Employees requesting a long-term general leave of absence for the following  
5 semester must do so by March 1 (for first semester of the following school year) or December 1 (for second  
6 semester). The District cannot always grant a long-term leave of absence as there is no certainty of a  
7 vacancy to make room for the employee when returning. The Director of Human Resources, however, will  
8 consider such cases individually and may grant a long-term leave of absence without pay for a period not to  
9 exceed one calendar year. Leave may be granted beyond one calendar year under special circumstances if  
10 approved by the District. A certificated employee granted such leave shall be guaranteed reemployment by  
11 the District at the conclusion of said leave, consistent with the contract provision regarding Layoff and  
12 Recall. The returning employee will not necessarily be assigned to the identical position occupied before  
13 the leave, but will be reinstated to a certificated position equivalent in duties and salary to that held at the  
14 time the leave of absence began. Such reinstatement is contingent upon the availability of such a position.  
15 A salary increment shall not be given for the year during which the leave of absence is taken unless the  
16 individual is engaged in a District approved teaching assignment, or has been drafted into the United States  
17 Armed Services. A long-term leave of absence shall generally not be granted to an employee until  
18 completion of three years of experience. General Leave may run concurrently with any FMLA leave taken,  
19 depending on the nature of the long-term leave. While on an approved long-term general leave, an  
20 employee's benefits, accrual of benefits and accrual of seniority shall continue as indicated in the section  
21 titled Benefits While on Leave.

22  
23 **Section 16.6 Short-Term General Leaves of an Extraordinary Nature**

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

32  
33 **Section 16.7 Pregnancy Disability/Adoption/Parental Leave**

34  
35 **16.7.1 Pregnancy Disability Leave**

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

40  
41 The certificated employee who becomes pregnant shall notify her immediate supervisor and Human  
42 Resources of the condition by the beginning of the fifth (5th) month of pregnancy, or, if beyond the  
43 fifth (5th) month, at the earliest time the condition is confirmed by her personal physician or licensed  
44 health care provider. At that time she shall indicate in writing to her immediate supervisor and the  
45 Director of Human Resources whether she plans to:

- 46  
47 1. Take pregnancy disability leave only for time of temporary disability;  
48  
49 2. Take FMLA leave for a period of up to 12 weeks including the period of pregnancy  
50 disability, if eligible. The District will extend the employee's health benefits during  
51 any period of unpaid FMLA leave;  
52

- 1                   3.       Request a combination of #1 and #2;
- 2
- 3                   4.       Request a general leave to care for the child. If an employee is eligible for FMLA
- 4                   leave and has leave remaining, the general leave would include any leave available
- 5                   under the FMLA;
- 6
- 7                   5.       Terminate her employment.
- 8

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

15

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

19

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

#### 25

#### 26       **16.7.2 Adoption/Parental Leave**

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

41

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

45

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

50

51       Eligible employees may utilize the FMLA leave to care for their newborn or newly adopted child.  
52       All the provisions of the FMLA shall be extended to employees with work assignments of seven and

1 one half (7.5) or more hours per day and at least 180 days per year who meet all other FMLA  
2 eligibility requirements.

3  
4 **Section 16.8 Leave Sharing**

5  
6 **16.8.1 Receiving Shared Leave**

7 An employee is eligible to receive donated leave if any of the following are true:

- 8
- 9 A. The employee requesting shared leave suffers from, or has a relative or household  
10 member suffering from, an extraordinary or severe illness, injury, impairment or  
11 physical or mental condition which has caused, or is likely to cause, the employee to:
- 12
- 13 1. Go on leave-without-pay status; or
- 14
- 15 2. Terminate his/her employment.
- 16
- 17 B. The employee's absence and the use of shared leave are justified;
- 18
- 19 C. The employee has depleted, or will shortly deplete, his/her annual leave and sick  
20 leave reserves;
- 21
- 22 D. The employee has been called to service in the uniformed services;
- 23
- 24 E. A state of emergency has been declared anywhere within the United States by the  
25 Federal or State government, and the employee's volunteer service has been accepted  
26 by either a governmental agency or to a nonprofit organization involved in  
27 humanitarian relief in the devastated area;
- 28
- 29 F. The employee is a victim of domestic violence, sexual assault, or stalking;
- 30
- 31 G. The employee has abided by District rules regarding sick leave use; and
- 32
- 33 H. If the employee is later found to be eligible for industrial insurance benefits, the  
34 employee agrees to and shall reimburse the District for the time loss compensation  
35 that is paid to him/her to the extent that the employee is paid time loss compensation  
36 (temporary total disability compensation or loss of earning power compensation) and  
37 shared sick leave for the same day(s). An employee shall not use shared sick leave or  
38 donated leave to supplement the difference between time loss compensation and  
39 either net or full wages. If an employee has already received shared sick leave and is  
40 later found to be eligible to receive industrial insurance benefits, the remaining  
41 difference between shared leave minus the industrial insurance benefit shall be  
42 deducted from the employee's sick leave balance, even if it results in a negative  
43 balance.
- 44

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

50  
51 **Section 16.8.2 Donating Shared Leave**

52 District employees may donate or sick leave as follows:



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

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

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

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

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

**Section 16.9 Jury Duty, Subpoena**

Leave with pay shall be allowed for jury duty.

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

**Section 16.10 Public and Military Service Leave**

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

1  
2 **Section 16.11 Fringe Benefits While on Leave**

3 Certificated employees on non-compensated leave may, at said employee's option, be continued in any  
4 fringe benefit programs of the District, provided said certificated employee reimburses the cost of the  
5 programs to the District in advance by the first of each month. Certificated employees on compensated  
6 leave shall receive all fringe benefits for which they are eligible.  
7

8 While on an approved leave, an employee will retain accrued sick leave, personal leave and seniority rights.  
9 However, sick leave, personal leave and seniority shall not accrue while the employee is on a leave of  
10 absence.  
11

12 **Section 16.12 Religious Observance**

13 In accordance with Federal and State law, the District shall reasonably accommodate employees whose  
14 religious affiliation mandates religious obligations that prevent them from working by granting unpaid  
15 leave. Employees may also use accrued personal leave or emergency leave for such obligations.  
16  
17

18 **ARTICLE 17. CALENDAR**

19  
20 **Section 17.1 Calendar**

21 The parties will schedule spring break so that the State required assessments do not occur the week  
22 following spring break, if possible. In the event of a change in vacation breaks of an approved calendar, and  
23 in recognition that this change may result in some employees being unable to obtain refunds for previously  
24 planned travel, the District agrees to provide 1-5 days of substitute coverage for up to 20 employees for the  
25 previously scheduled break, on a first come, first serve basis (this provision does not apply to designated  
26 snow make-up days). The District shall provide notice of this opportunity to all certificated staff via email  
27 and bulletin boards. Employees who are absent under this agreement during the previously scheduled break  
28 must agree to work the number of days they were absent during the new break. The District will arrange  
29 activities designed to promote the Strategic Directions for these employees to work on during this time.  
30

31 The normal student calendar shall be developed using the following formulas for key dates. If calendar  
32 anomalies occur in any given year, the parties will discuss alternatives. Each year, no later than October 1<sup>st</sup>,  
33 the student calendar shall be finalized for the following year.  
34

- 35 1. First Day of School. The first Thursday in September, or the Wednesday after Labor Day,  
36 whichever is earlier.
- 37
- 38 2. State In-Service Day. As recognized by the State (typically the second Friday in October).  
39
- 40 3. Winter Break. At least ten week-days, ending after New Year's Day. If New Year's Day falls  
41 or is observed on a Monday, students will return to school on the next day (Tuesday).  
42
- 43 4. Mid-winter Break. President's Day and the preceding Friday.  
44
- 45 5. Spring Break. Five days, scheduled up on mutual agreement of the District and Association.  
46
- 47 6. Snow Make-up Days. At least three snow days shall be scheduled, including the Friday before  
48 Memorial Day in May, and the first two days following the last day of school in June.  
49 Additional snow make-up days may be added in June as necessary.  
50

- 1 7. Holidays. Labor Day (when school begins before this day in September), Veteran’s Day  
2 (November), Thanksgiving Day (November), the day after Thanksgiving Day (November),  
3 Martin Luther King Jr. Day (January), President’s Day (February), and Memorial Day (May).  
4
  - 5 8. Supplemental Days. To be scheduled through the regular calendar setting process in labor  
6 management between the District and Association.  
7
  - 8 9. Furlough Day. In recognition of the State’s 1.9% reduction of funding for certificated  
9 employees, beginning with the 2012-13 school year, the Additional TRI pay for all employees  
10 shall be 1.711% which reflects the value of a half-day (or equivalent for less than 1.0 FTE  
11 employees) unpaid furlough, to be observed on the day before winter break in 2012-13 and  
12 observed on the day before Thanksgiving for all other years of this agreement.  
13
  - 14 10. State Waiver Days. Beginning with the 2013-14 school year, the District and Association  
15 agree to apply for two State Waiver Days annually to be used for District-directed  
16 professional development to enhance student learning and achievement. In any year, if waiver  
17 days are not approved by the State, the District and Association shall discuss implications to  
18 the student calendar and employee work year.  
19
  - 20 11. State Funding. Over the term of the contract, the parties agree to monitor changes in State  
21 education funding and other available resources, in an effort to phase out the half day furlough  
22 and State waiver day requirements.  
23
  - 24 12. Student Learning and Conference Release Days. Beginning with the 2013-14 school year,  
25 students will be released 150 minutes early on the following days, used for student learning  
26 and conferencing work:
    - 27 a. October – three consecutive days for conferences
    - 28 b. November – one day for student learning
    - 29 c. January – one day for student learning
    - 30 d. March – two consecutive days for conferences, and one day for student learning  
31
- 32 Effective Student Learning time is designed to be coherent, relevant, meaningful,  
33 collaborative, engaging and focused on the best interest of student achievement.  
34
- 35 13. Grading Release Days. Beginning with the 2013-14 school year students will be released 150  
36 minutes early on the following days for grading:
    - 37 a. Elementary: One half (1/2) day near the end of first and second trimester
    - 38 b. Secondary: One half (1/2) day at the end of first semester  
39

## 40 **ARTICLE 18. LENGTH OF WORK YEAR**

### 41 **Section 18.1 Regular Work Year**

42 The length of the regular certificated employee work year shall be one hundred eighty (180) days plus any  
43 State provided additional days.  
44

### 45 **Section 18.2 Responsibility Contract**

- 46
- 47
- 48
- 49 A. The District and Association agree and affirm the following beliefs: 1). the success of the  
50 Puyallup School District is dependent upon hiring and retaining the highest quality teachers;  
51 2). providing a quality education for students requires from teachers a commitment to the  
52 profession beyond the base contract, normal workday hours and school year; 3). State law

1 allows additional compensation for additional time, additional responsibilities or incentives  
2 (TRI); 4). the additional commitment required of Puyallup's teachers cannot be accurately  
3 measured in hours or days; and 5). the time necessary to fulfill any one teacher's  
4 responsibilities will vary from that of another teacher as determined by the individual's own  
5 professional judgment.

6  
7 B. Each employee will be issued a supplemental contract in recognition of these additional  
8 responsibilities and as an incentive to provide the additional services.

9  
10 C. The supplemental contract recognizes that employees will provide a professionally  
11 responsible level of service in the following areas which are above the basic contract:

- 12 1. Preparation for school opening
- 13 2. Work connected with the conclusion of the school year
- 14 3. Conferencing/communicating with students or parents
- 15 4. Supporting school/student activities
- 16 5. Providing individual help to students
- 17 6. Evaluating student work, including preparation of progress reports and report  
18 cards
- 19 7. Workshops, classes and in-service work
- 20 8. Researching educational materials and supplies
- 21 9. Improving and maintaining professional skills
- 22 10. Preparation and revisions of materials
- 23 11. Planning with other employees in areas of instruction and curriculum
- 24 12. Working with computers and other technology as related to educational uses
- 25 13. Attending District and/or school-connected meetings such as PTSA, etc.
- 26 14. Attending IEP meetings to participate as required by law and to fulfill  
27 professional responsibilities
- 28
- 29

30 D. Compensation for these duties shall be in accordance with the TRI Salary Schedule and  
31 payment will be made in equal monthly installments as is done with regular paychecks. Full  
32 year employees at .5 FTE or above are eligible for full TRI except where staff members are  
33 job sharing. In job share situations, the two staff members will each receive their respective  
34 FTE times the amount for which they would qualify in a full time position. Staff members  
35 who are less than .5 FTE will be eligible for pro rata TRI on an FTE basis, but not less than  
36 one-half the TRI base.

### 37 38 **Section 18.3 Supplemental Days**

39 All employees will be required to work four supplemental days in 2012-13, 2013-14 and 2014-15, and five  
40 supplemental days in 2015-16 and 2016-17 for training, professional development, student learning  
41 activities, and/or work related to the building's Comprehensive School Improvement Plan.

42  
43 If an employee is sick, he/she may use sick leave and must call in their absence to the Principal/program  
44 administrator and the substitute office automated attendance system. In addition, the employee shall contact  
45 the Principal/program administrator for missed content and/or assignments. Part time and job share  
46 employees will be required to work and will be paid for 7.5 hours on such days regardless of their FTE.  
47 Required days will be paid through the term of each employee's contract in equal monthly payments,  
48 according to each employee's per diem, except in circumstances where an employee's pay has been  
49 stopped.

- 1 A. For itinerant certificated staff and specialists not assigned to classrooms, curriculum night  
 2 activities can be satisfied by an appropriate alternative parent contact activity approved by  
 3 their immediate supervisor(s).  
 4  
 5 B. For Secondary schools in 2012-13, the District shall designate a full supplemental day for  
 6 two parent conference activities to be scheduled by each building. Employees not assigned to  
 7 a specific building are responsible for participating in program-directed activities unless  
 8 approved by a building Principal to attend a specific building activity.  
 9  
 10 C. In addition to the days above, certificated employees new to the District shall attend up to  
 11 three mandatory orientation days paid at the employee's per-diem rate of pay.  
 12

13 **Section 18.4 Counselors**

14 In addition to their base contract, and any other required supplemental days, elementary counselors will be  
 15 issued supplemental contracts for one additional day to be paid at their respective per diem rate and  
 16 secondary counselors will be issued supplemental contracts for 15 additional days to be paid at their  
 17 respective per diem rate. Unless mutually agreed upon by a secondary counselor and his/her supervisor, ten  
 18 of these days will be the ten workdays prior to the beginning of school and five will be scheduled at the  
 19 employee's discretion to meet the duties of their job.  
 20

21 **Section 18.4.1 Counselor Workload Stipends**

22 To address Counselor workload, Counselors will receive a stipend each school year based on the  
 23 chart below. Stipends will be paid based on the official enrollment counts on October 1 divided by  
 24 the total counseling FTE. Counselors with a split assignment working at different levels shall receive  
 25 a prorated stipend by FTE/Student workload at each level. In the event an employee believes his/her  
 26 total student workload is excessive, a meeting with the Assistant Superintendent of Student Learning  
 27 shall be convened to consider options to relieve workload, including but not limited to, additional  
 28 staffing, classified assistance, or additional compensation.  
 29  
 30

**ELEMENTARY:**

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

**JUNIOR HIGH:**

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

**HIGH SCHOOL:**

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

1  
2 **Section 18.5 State Funded Professional Development Days**  
3

4 **Section 18.5.1 Purpose**

5 For as long as the State shall fund them, in addition to the base contract year of 180 days, there shall  
6 be State Funded Professional Development Days, whose purpose it is to provide time for  
7 instructional and ESA staff to work with administrators. All employees will be required to work  
8 these days and will be paid for 7.5 hours on such days regardless of their FTE. If an employee is  
9 sick, he/she may use sick leave and must call in their absence to the Principal/program administrator  
10 and the substitute office automated attendance system. In addition, the employee shall contact the  
11 Principal/program administrator for missed content and/or assignments.  
12

13 **Section 18.5.2 Definitions**

14 A State Funded Professional Development Day is a scheduled workday (or two half days) other than  
15 one of the 180 base contract days.  
16

17  
18 **ARTICLE 19. LENGTH OF WORK DAY**  
19

20 **Section 19.1 Contracted Day**

21 The normal contracted day shall be defined as the period from the required arrival time to the permitted  
22 departure time and shall consist of seven and one half (7.5) hours. Included in the normal contracted day  
23 are the required half hour on duty before and after the student school day for student/patron time, the  
24 Revised Code of Washington required half hour duty free lunch period, and the planning periods or release  
25 time wherever in force. In 2012-13, Elementary student/patron time at the end of the school day shall be  
26 thirty (30) minutes. Beginning in 2013-14, Elementary student/patron time at the end of the school day shall  
27 be 25 minutes. If, in future years, the District and Association have agreed to eliminate the furlough half day  
28 and State waiver days pursuant to the Calendar Article, elementary afternoon student/patron time will be  
29 restored to 30 minutes.  
30

31  
32 **Section 19.2 Payment for Work Beyond Contracted Day**  
33

- 34 A. Assigned supervision of student activities outside the 7.5 hour day not compensated on the  
35 Additional Assignment Schedule, or from activity stipends, will be compensated at the  
36 activity rate which shall be equal to half the professional hourly rate (item C below) or on a  
37 per event basis agreeable to the employee. Any such supervision shall be at the discretion of  
38 the employee and purely optional.  
39
- 40 f) Elementary staff who are responsible or requested to return to school for a school program  
41 will receive the full professional hourly rate.  
42
- 43 C. Except for the monthly staff meeting, certificated non-administrative staff will receive the  
44 professional hourly rate for building level and district level meetings they are asked to attend  
45 outside the 7.5 hour work day.  
46
- 47 D. The professional hourly rate to be paid per each half hour completed or each half class period  
48 "covered" will be .097% of the base salary (BA - 0 Step) of the non-administrative  
49 certificated salary schedule.  
50
- 51 E. Employees who provide training to other District employees shall be allowed one-half (1/2)  
52 hour of preparation time for each hour of the training length at the Presentation Rate which

1 shall be equal to 1.25 times the Professional Rate. Employees presenting the same  
2 presentation for the third time will be allowed a maximum of one hour preparation time. If  
3 the training occurs outside of the work day, the employee providing the training will be paid  
4 at the Presentation Rate. If the presentation is during the work day the employee will be paid  
5 for the preparation time only.  
6

- 7 F. Bargaining unit members who are paid on an hourly basis for extra contract work shall be  
8 paid the Activity, Professional or Presentation Rate. This shall not be deemed the exclusive  
9 method of payment for extra contract work. If not previously identified in the collective  
10 bargaining agreement, the employee shall be informed of the rate of pay prior to performing  
11 the work.  
12

### 13 **Section 19.3 Non-Instructional Detention**

14 Supervision of non-instructional detention will be offered at the site, by seniority to certificated employees.  
15 If no bargaining unit members desire the work, it may be offered as the District chooses. Payment will be at  
16 the Activity Rate.  
17

## 18 **ARTICLE 20. RELEASE TIME AND PLANNING PERIODS**

### 19 **Section 20.1 Collaboration and Student Learning Time**

20  
21 Beginning with the 2013-14 school year, every Monday in which school is in session, all students will begin  
22 school 60 minutes later than the Tuesday/Wednesday/Thursday/Friday start time. One Monday each month  
23 (except December and June) shall be designated as Student Learning time. On all other Monday's, this time  
24 shall be used by employees for individual time or team/department collaboration and administration shall  
25 not schedule meetings during this time.  
26  
27

### 28 **Section 20.2 Elementary Supervision Duty**

29 In order to ensure adequate planning time for elementary teachers, teachers shall not be required to do bus  
30 duty, before or after school student supervision duty, or recess duty. However, to ensure the safety of  
31 students, teachers will walk students to the bus pick up area and may be expected to do bus duty in  
32 extenuating circumstances.  
33

### 34 **Section 20.3 Secondary Planning Time**

35 All certificated employees teaching in grades 7-12 shall be provided the equivalent of one teaching period  
36 per day for planning. Principals will work with employees to mitigate the impact of school schedule  
37 anomalies that reduce employee planning time. A secondary teacher who regularly teaches an assigned class  
38 during his/her preparation period shall receive additional pay prorated according to the total number of  
39 teaching and planning periods in the day. Students shall not be assigned to a certificated employee during  
40 their planning period unless the employee agrees. When buying out the planning period of any staff  
41 member, qualified teachers in seniority order who have the same planning period, or where student and  
42 master schedules can be adjusted with minimal impact, will be given the first option for the buy out. Buy  
43 outs will be calculated using a multiplication factor of .2 FTE.  
44

#### 45 **Section 20.3.1**

46 It is recognized that counselors and librarians need time to do work without students. Employees  
47 shall work with their principal to schedule such time.  
48

#### 49 **Section 20.3.2**

50 All secondary librarians shall receive two additional days to be used for the opening or closing of a  
51 library. These days will be authorized through issuance of a supplemental contract and will be paid  
52 at each librarian's per diem rate.

1  
2 **Section 20.4 Elementary Planning Time**

3 The following provisions apply to elementary teachers' planning time.

- 4  
5 A. Eligibility. All elementary classroom teachers (preschool, K-6), music specialists, physical  
6 education specialists, and remediation specialists are eligible for planning time.

7  
8 It is recognized that counselors and librarians need time to do work without students.  
9 Employees shall work with their principal to schedule such time.

10  
11 Principals will work with employees to mitigate the impact of school schedule anomalies that  
12 reduce employee planning time.

- 13  
14 B. Average Minutes Per Day. Beginning the first day of school, full time elementary classroom  
15 teachers (preschool, K-6) shall have not less than 40 continuous minutes per day to plan and  
16 be available to pupils and patrons prior to student arrival in the classroom. Of these 40  
17 minutes, preschool, K-6 teachers shall have the option of using 15 minutes prior to or after  
18 the student day, and shall inform their principal of which option has been selected. In  
19 addition, preschool, K-6 teachers shall have 30 minutes duty free lunch and be available to  
20 pupils and patrons after the student day, pursuant to the time allocated in the Contracted Day  
21 Section, 19.1. Said planning time shall not supersede other contractual meeting obligations  
22 as per Section 19.2.C.

23  
24 Beginning the first day of school, planning time for primary elementary classroom teachers  
25 (Full Day K-3) shall be for not less than 30 continuous minutes during the students' recess  
26 period each day.

27  
28 Full Day K-3 teachers will receive on average three 30 minute periods of planning per week  
29 provided by Specialists and Intermediate teachers will receive on average, five 30 minute  
30 periods of planning per week provided by specialists.

- 31  
32 g) Staff Breaks. To address the need for short breaks for all staff who do not have a break, the  
33 faculty of each elementary school shall meet prior to the end of the second week of school to  
34 discuss how breaks will be provided to staff. Consistent with the Staff Utilization section,  
35 non-certificated staff may be utilized whenever possible to release certificated staff. It shall  
36 be the expectation to implement solutions that will not reduce instructional time. Another  
37 possible solution may include having staff members work collaboratively to arrange for  
38 coverage through joint supervision of students.

- 39  
40 D. Specialists Starting Time. Classroom starting time for music, physical education, and  
41 librarians will be the first day of school and will continue through the last full day of school.

- 42  
43 E. Librarians Starting Time and Closing Time. Librarians will begin having classes the first day  
44 of school.

- 45  
46 1. All elementary library materials will be due eight school days prior to the end  
47 of the school year. All elementary libraries will be open for kindergarten  
48 through grade six through the day before school ends, or as planning is  
49 scheduled. The elementary library will be open through the next to last day  
50 for in-library use of selected materials for all grade levels.



2. All elementary librarians shall receive two days prior to the opening of school and two days to be used for the opening or closing of a library. These days will be authorized through issuance of a supplemental contract and will be paid at each librarian's per diem rate.
3. For 2012-13, all elementary librarians shall be allowed to use two LIC Wednesdays near the end of the school year to perform work related to closing down their libraries. The specific dates shall be determined upon mutual agreement of the building and program administrators. For all other years of this agreement, elementary librarians shall work with their building administrator to identify 3 hours of time to complete this work near the end of each school year.
4. After scheduling planning for building staff and other educational program needs, consideration will be given to provide librarians with time prior to the first class to accommodate open library and the check in/report printing process.
5. To address librarian workload issues during the last four weeks of the school year, a team of four paraeducators shall be trained and assigned to assist with inventory for the elementary librarians in the final weeks of school. The inventory team will be assigned to each school for a period of four to six hours depending on the size of the library collection. Paraeducator time will be assigned as follows:
  - a. Schools with a library inventory count of less than 11,000 will receive a total of 16 hours of paraeducator time (four days, four hours each).
  - b. Schools with a library inventory count of 11,000-13,000 will receive a total of 20 hours of paraeducator time (four days, five hours each).
  - c. Schools with a library inventory count greater than 13,000 will receive a total of 24 hours of paraeducator time (four days, six hours each).

It is understood that hours are allocated to be spent only if paraeducators are available to be hired or assigned.

- F. Kindergarten Sessions. Kindergarten sessions will be broken by at least a 20-minute library, music, P.E. or recess time in each 2.5 hour session daily beginning no later than Monday of the first full week of school.

### **Section 20.5 Class Coverage and Loss of Planning Time**

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

In the event an employee takes on responsibility for supervising a class in addition to their regular assignment, the employee shall be paid at the professional rate for the time spent with the additional

1 students. If a class of students is divided among a number of employees, each employee shall receive a  
2 proration of the professional rate based on the division of the class.

3  
4 Administration will meet with building staff to mutually determine an emergency substitute coverage plan.  
5

### 6 **Section 20.6 Primary Assessments**

7 The District will provide one day of substitute assistance during each trimester of the school year to provide  
8 kindergarten teachers with time for assessing students. It is understood that this time will be subject to the  
9 availability of substitutes and will be coordinated by the Chief Academic Officer and scheduled through the  
10 substitute office.

11  
12 The District will provide two substitute release days at the employee's discretion for conferences. These  
13 days shall not be used for vacation purposes or to extend any school break period. In addition, each  
14 kindergarten, first, and second grade teacher shall be granted one day of release time to conduct one-on-one  
15 State and District required student assessments near the start of the school year, if they submit a requested  
16 schedule for these days to their Principal by September 15. Upon mutual agreement of the Principal and  
17 employees, assessments may occur prior to the start of the school year with employees paid at the  
18 professional rate instead of utilizing the release time. These days shall not be used for vacation purposes, to  
19 extend any school break period, or to extend any use of personal leave days.  
20

### 21 **Section 20.7 Special Circumstances**

22 Special circumstances may require additional released time for individuals within each building, i.e.,  
23 lunchroom supervision, federal projects, vocational instruction, etc.  
24

### 25 **Section 20.8 ESA Planning Time**

26 ESAs shall have a minimum of three hours per week of planning in no less than 30 minute increments.  
27 Each ESA shall have flexibility in scheduling his/her planning time. Any ESA not receiving a minimum of  
28 three hours per week of planning will meet with the Executive Director of Special Services, an Assistant  
29 Director or the appropriate coordinator and a PEA representative to reach a mutually agreeable solution, one  
30 of which may be submitting time sheets for the lost time.  
31

### 32 **Section 20.9 Release Time and Stipends for Athletic Coordinators**

#### 33 **Section 20.9.1. Senior High Athletic Coordinators**

34 The senior high athletic coordinator shall have release time equivalent to one teaching period per  
35 day. In addition, senior high athletic coordinators shall receive a stipend of \$7,500 for work  
36 performed outside their contract day and two additional days at their per diem rate to be used prior to  
37 the start of the school year. Coordinators shall provide support and coordination in carrying out the  
38 directives of the supervisor for the athletic program.  
39

40  
41 To ensure that the duties and responsibilities for the athletic coordinator fit within the release period  
42 and time compensated by the stipend, high school athletic coordinators, principals, other District  
43 representatives and PEA representatives will meet at the beginning of the school year to mutually  
44 agree to the work that is to be done and will meet periodically thereafter.  
45

#### 46 **Section 20.9.2 Junior High Athletic Coordinator**

47 Junior high athletic coordinators shall receive a stipend of \$5,500 for work performed outside their  
48 contract day. In addition they shall receive twelve release days to be used during the school year.  
49 These days shall not be used for vacation purposes or to extend any school break period. They will  
50 receive a total of two days of per diem rate to be used prior to the start of the school year.  
51

1 Junior High Athletic Coordinators shall evaluate Junior High Head Coaches within 30 days of the  
2 end of the season in which they coach, in accordance with the PECAAA negotiated procedures and  
3 evaluation form. The Junior High Athletic Coordinators will be paid a stipend of \$450 for  
4 completing evaluations from August-July annually, to be paid on the employee's July pay warrant.  
5

6 **Section 20.10 Exercise Programs for Staff**

7 Both the District and the Association recognize that employees who are in good physical condition will be  
8 better prepared to meet the physically and mentally demanding tasks of teaching students. Therefore, the  
9 District agrees to allow exercise programs which are conducted within the confines of their assigned school  
10 site and which do not interfere with assigned responsibilities.  
11

12 **Section 20.11 English Teachers**

13 English teachers in grades 9-12 shall receive two release days each year to evaluate and assess student work.  
14 These days shall be prorated by the number of 1 credit English classes (9<sup>th</sup> through 12<sup>th</sup> grade) assigned,  
15 with each section (.2 FTE) equal to a ½ day of release up to a total of two release days. Release days must  
16 be requested in whole or half day increments. Requests shall be granted if made at least two weeks in  
17 advance of the requested release day, to a maximum of five requests per day. Requests made less than two  
18 weeks in advance of the requested release day will be granted based on availability. Release days must be  
19 approved in advance by the employee's supervisor for purpose of checking availability on the professional  
20 development calendar. These days shall not be used for vacation purposes or to extend any school break  
21 period.  
22  
23

24 **ARTICLE 21. PROFESSIONAL RESPONSIBILITY**

25  
26 **Section 21. Professional Responsibility**

27 Members of the bargaining unit do not have the authority to direct or control the actions of other members  
28 of the bargaining unit. Non-administrators, such as but not limited to, Department Coordinators, Education  
29 Specialists, Athletic and Activities Coordinators, Career Specialists, On-Time Graduation Specialists, ESA  
30 Coordinators, BSST members, etc., shall provide support and coordination for programs in carrying out the  
31 programs and directives of their supervisors but shall not have the authority to perform supervisory  
32 functions (i.e. discipline, evaluation, directing, etc.).  
33

34 Prior to November 15 each year, the District shall provide the Association a list of employees holding  
35 supplemental assignments not addressed in this agreement. The list shall include the employee's name,  
36 assignment, and form of compensation.  
37

38 Employees who need access to a secure printer will work with their building Principals/Supervisors to  
39 identify a secure printer and submit a service request form to the Information Technology Center.  
40  
41

42 **ARTICLE 22. JOB SHARE**

43  
44 Employees who job share shall: 1). receive a TRI package based on their respective FTE, times the amount  
45 for which they would qualify in a full time position, 2). share one benefit allocation on a prorated basis, 3).  
46 be eligible to work full State funded professional development days and supplemental work days, 4). share  
47 one professional growth fund, and 5). any other compensation provision agreed to by the parties.  
48  
49  
50  
51

**PART III - INSTRUCTION**

**ARTICLE 23. CLASS SIZE**

**Section 23.1 Class Size Goals\***

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

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

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

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

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

**Section 23.2 Workload Relief**

If an employee experiences excessive workload due to the combination or unique needs of students, the employee may request a meeting with the building administrator to discuss potential solutions to provide workload relief.

**Section 23.3 Elementary Class Size Triggers**

A \$750 stipend will be provided to classroom teachers when the class size exceeds the class size goal by one or more students, based on the enrollment counts on November 1 and March 1.

Additionally, paraeducator class size support shall be allocated to each school site in August based on enrollment projections. Each school site shall be allocated class size support using the following formula: one hour of class size paraeducator support for every two students over the class size goal for each classroom, multiplied by 70%, up to a maximum of 210 hours District-wide. The building Principal shall assign each school site’s allocation in an equitable manner, based on identified needs once the school year begins. Those classes with the largest class sizes will receive priority consideration.

An additional count will be taken on the 10<sup>th</sup> school day for the purpose of allocating remaining class size paraeducator support (not to exceed 300 hours District-wide per school year) and reallocating existing class size paraeducator support as necessary throughout the District. The additional para educator support will be authorized no later than the 12<sup>th</sup> school day and filled pursuant to the regular staffing practice.

On February 1, an additional count will be taken for the purpose of adding or reallocating class size paraeducator support (not to exceed 300 hours District-wide per school year) in an equitable manner throughout the District, to accommodate changes in class size.

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

2  
3 Following the count days, District administrators and PEA representatives will meet to discuss the class size  
4 loads district-wide and any anticipated problem situations. Throughout the year, as specific class size issues  
5 arise, the parties will meet to discuss the issues.

6  
7 If an individual class is six or more students over the class size goal, or 33% of classrooms at a school are  
8 above the class size goal, the Chief Academic Officer, the Association, and the affected teachers, including  
9 specialists, will meet to discuss additional paraeducator assistance, release time, balancing class sizes within  
10 the building, additional staffing (certificated or classified), and/or compensation.

11  
12 Resource room teachers are excluded from the process above. Staffing is done using a different process,  
13 which includes the consideration of individual students' needs. A resource staffing report will be provided  
14 to the PEA by October 15.

15  
16 **Section 23.4 Combination Classrooms**

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

22  
23 Upon creation of a combination classroom the appropriate Chief Academic Officer will meet with the  
24 impacted employee(s) and a PEA representative to consider options to alleviate the curriculum concerns,  
25 including but not limited to additional certificated or paraeducator assistance, release time, and  
26 compensation.

27  
28 **Section 23.5 Inclusion of Special Education Students**

29 Where special education students from self-contained classes are in an elementary classroom for instruction,  
30 those students should count as part of the class size if they are in that class more than five hours per week.  
31 However, students mainstreamed for lunch, recess, P.E., or music should not count as part of the class size.

32  
33 Paraeducators who are assigned in Elementary or Secondary one-on-one assignments shall accompany the  
34 student during time with specialists or in general education activities. If an Elementary or Secondary  
35 paraeducator is not assigned in a one-on-one assignment, coordination of when the paraeducator shall  
36 accompany students during time with specialists or in general education activities shall be made by the  
37 general education teacher, the special education case manager, and the Principal (if requested by either  
38 party).

39  
40 **Section 23.6 Secondary Class Size Triggers**

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

Total Student Workload (1.0 FTE)	Stipend Per Semester
150 – 155	\$500
156 – 160	\$1,000
161 - 165	\$1,200
166 – 170	\$1,400
171 or more	\$1,600
PE: 170-175	\$500
PE: 176-180	\$1,000
PE: 181-185	\$1,200
PE: 186-190	\$1,400
PE: 191 or more	\$1,600
Jr. Hi Music: 231 or more	\$1,000
Sr. Hi Vocal: 206 or more	\$1,000
Sr. Hi Instrumental: 181 or more	\$1,000

Total Student Workload (0.4 FTE)	Stipend Per Semester
60 – 62	\$200
63 – 64	\$400
65 – 66	\$480
67 – 68	\$560
69 or more	\$640
PE: 70-72	\$200
PE: 73-74	\$400
PE: 75-76	\$480
PE: 77-78	\$560
PE: 79 or more	\$640
Jr. Hi Music: 93 or more	\$400
Sr. Hi Vocal: 83 or more	\$400
Sr. Hi Instrumental: 73 or more	\$400

Total Student Workload (0.8 FTE)	Stipend Per Semester
120 – 124	\$400
125 – 128	\$800
129 – 132	\$960
133 – 136	\$1,120
137 or more	\$1,280
PE: 140-144	\$400
PE: 145-148	\$800
PE: 149-152	\$960
PE: 153-156	\$1,120
PE: 157 or more	\$1,280
Jr. Hi Music: 185 or more	\$800
Sr. Hi Vocal: 165 or more	\$800
Sr. Hi Instrumental: 145 or more	\$800

Total Student Workload (0.2 FTE)	Stipend Per Semester
31	\$100
32	\$200
33	\$240
34	\$280
35 or more	\$320
PE: 35	\$100
PE: 36	\$200
PE: 37	\$240
PE: 38	\$280
PE: 39 or more	\$320
Jr. Hi Music: 47 or more	\$200
Sr. Hi Vocal: 42 or more	\$200
Sr. Hi Instrumental: 37 or more	\$200

Total Student Workload (0.6 FTE)	Stipend Per Semester
90 – 93	\$300
94 – 96	\$600
97 – 99	\$720
100 – 102	\$840
103 or more	\$960
PE: 105-108	\$300
PE: 109-111	\$600
PE: 112-114	\$720
PE: 115-117	\$840
PE: 118 or more	\$960
Jr. Hi Music: 139 or more	\$600
Sr. Hi Vocal: 124 or more	\$600
Sr. Hi Instrumental: 109 or more	\$600

1  
2  
3  
4  
5  
6  
7  
8

Digitool teachers will receive a stipend based on the total number of 9<sup>th</sup> grade students served divided by two.

The following are excluded from the above provision: JAG, advisory, homeroom, and TAs. These excluded positions shall be eligible for relief at the building level through the money distributed to the building on an FTE basis.

1 Under special circumstances, an employee may have an unusually small class. In such cases, if the small  
2 class negatively affects the overall daily class size trigger amount, the employee shall discuss the matter  
3 with Human Resources and a PEA Representative to determine the appropriate class size trigger.  
4

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

11 Teachers who are eligible for stipends may pool their money and purchase paraeducator time.

12  
13 Stipends will be paid based on the official enrollment counts on November 1 and March 1.  
14  
15

## 16 **ARTICLE 24. SPECIAL SERVICES**

### 17 **Section 24.1 General**

18 Special Services programs provide support and intervention for students who have health needs and/or who  
19 have been identified for specific interventions. Current special services policies and regulations are available  
20 on the Puyallup School District website. All students are general education students first. An individual  
21 student can receive additional support through special services programs when he/she qualifies by meeting  
22 eligibility criteria. Collaboration between special and general education staff is essential to plan, implement,  
23 and assess appropriate support including Functional Behavioral Assessments (FBA) and Behavior  
24 Intervention Plans (BIP). Placements of students with Individual Education Plans (IEPs) will be in the least  
25 restrictive environment as determined by the IEP team and will be consistent with State and Federal  
26 guidelines and regulations.  
27  
28

29 Workspace. Employees will work with special services administrators and assigned building principals to  
30 identify appropriate work and/or teaching spaces. A secure space will be available to keep confidential  
31 materials. In addition, effort will be made to provide access to locking storage, a computer, a printer, and a  
32 phone.  
33

### 34 **Special Services Program Definitions:**

- 35  
36 1. Special Education provides a full continuum of services for students with disabilities, ages 3-  
37 21 within an appropriate, individualized program for each student in the Least Restrictive  
38 Environment (LRE) consistent with State and Federal regulations. Certificated Staff include:  
39 Elementary and Secondary Special Education Teachers, School Psychologists, Speech and  
40 Language Pathologists, Behavior Specialists, Occupational and Physical Therapists,  
41 Audiologists, Vision Specialists, Orientation/Mobility Specialists, Education Specialists,  
42 Teachers of the Deaf & Hard of Hearing.  
43
- 44 2. Title I/LAP (Learning Assistance Program) provides supplemental services in reading,  
45 writing, or mathematics to struggling students. Certificated Staff include: Title I/LAP  
46 teachers.  
47
- 48 3. English Language Learner (ELL) program provides language acquisition instruction for  
49 students who qualify. Certificated Staff include: ELL teachers.  
50
- 51 4. Health Services provides services to students having medical or health related concerns. Staff  
52 include: Registered Nurses.

- 1  
2 5. Section 504 (students) of the Rehabilitation Act of 1973 is a federal regulation that directs  
3 school districts to provide accommodations for students with disabilities. These students may  
4 or may not be eligible for special education services as well.  
5

6 **Section 24.2 Special Education Extra Supplemental Days**

7 Each psychologist will receive 11 extra days at per diem. Each nurse will receive six extra days at per diem.  
8 Each SLP will receive six extra days at per diem. Each OT, PT, and Audiologist will receive three extra  
9 days at per diem, and each special education teacher will receive three and one half extra days at per diem to  
10 prepare individual education plans and/or assessment reports, or hold meetings related to such  
11 responsibilities as determined by the employee. One half (1/2) day of the three and one half days will be  
12 used for District directed professional development related to compliance and special education  
13 requirements. There will be more than one opportunity for these professional development trainings. Part-  
14 time employees (except nurses) shall receive a pro-rated number of days based on their FTE.  
15

16 Each employee will have the option to convert one of his/her extra supplemental days into two days of  
17 release time to complete work on or off site. Employees who elect to work off site must inform their  
18 Principal of their selected work location and must be available by telephone. These days shall not be  
19 combined with holidays, school breaks, or personal leave days. Employees electing this conversion must  
20 notify Human Resources no later than October 1.  
21

22 Payment for all extra supplemental days will be spread over the December-August pay periods in equal  
23 installments.  
24

25 **Section 24.3 Class Balance/Work Load/Case Load**

26 Classes are formed taking into consideration the balance of student needs and the consequent demands on  
27 teacher/specialist time and available resources. At all times efforts will be made to ensure that the Special  
28 Services and General Education teachers work together to create balanced classrooms. It is considered best  
29 practice to look at scheduling and placement early to provide a smooth transition for each student.  
30

31 The District will evaluate special services caseload and workload using student data. Caseload consideration  
32 for special education staff will include current IEPs only (does not include referrals). A staffing report for  
33 ESAs and special services staff will be provided to PEA by October 15<sup>th</sup>.  
34

35 The District shall make efforts to balance caseload numbers for equitable workload.  
36

37 IEP case managers will be compensated \$30 for each qualifying IEP on the employee's caseload in the  
38 current school year. Compensation will be based on the June 1<sup>st</sup> count to be paid on the employee's July pay  
39 warrant.  
40

41 An employee may request a workload impact meeting with the program administrator and a PEA  
42 representative to discuss caseloads when one of the numbers below is reached or the employee believes  
43 his/her caseload is excessive. If a mutually agreeable resolution cannot be reached, the employee and PEA  
44 representative may request a meeting with the Executive Director of Special Services to resolve the issue.  
45

46 **Secondary Caseload Numbers:**

- 47 Options 14  
48 STARS/SOS 12 per session  
49 Resource 32  
50 KITE 13  
51 Advance 14  
52 EXCEL 13



1 WRAP 14  
2 Support Centers 14  
3

4 Elementary Caseload Numbers:

5 Preschool 26  
6 Resource 32  
7 KITE 12  
8 WRAP 12  
9 EXCEL 9  
10 Support Centers 14  
11

12 The caseload numbers shall be pro-rated for part time employees.  
13

14 SLPs, OTs and PTs have caseloads which may include a combination of related, direct, consultative, and  
15 integrated services. An employee may request a workload impact meeting with the program administrator  
16 and a PEA representative to discuss solutions for workload concerns. If a mutually agreeable resolution  
17 cannot be reached, the employee and PEA representative may request a meeting with the appropriate  
18 administrative supervisor to resolve the issue.  
19

20 The positions listed below are unique. An employee may request a workload impact meeting with the  
21 program administrator and a PEA representative to discuss solutions for workload concerns. If a mutually  
22 agreeable resolution cannot be reached, the employee and PEA representative may request a meeting with  
23 the appropriate administrative supervisor to resolve the issue.  
24

25 Audiologists	ELL
26 Nurses	Vision Specialists
27 Psychologists	Orientation and Mobility Specialists
28 Title I/LAP	
29	

30 The workload impact meeting conversation will include consideration of the following factors before a  
31 solution is determined to be necessary:  
32

- 33 • Number of IEPs and number of minutes on IEPs
- 34 • Existing paraeducator, COTA, SLPA, psych intern support
- 35 • Space and equipment available
- 36 • Number of sites/schools and travel time
- 37 • Specific student and behavioral needs
- 38 • Other unusual and/or impacting factors  
39

40 A pool of \$200,000 will be available for possible solutions.  
41

42 ESAs and nurses shall not be assigned supervision for Advisory.  
43

44 **Section 24.4 Determining Special Service Delivery Models**

45 Each building staff will have the opportunity to be informed about the service delivery models at their site  
46 during LIC and/or other staff meetings. Discussions may include sharing research, identifying resources,  
47 sharing relevant information, and providing feedback in order to best meet the individual needs of students.  
48

49 Service delivery models are dependent on the student population and needs and must align with State and  
50 Federal regulations.  
51

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

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

6 **Section 24.6 Students with Health Conditions**

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

11 **Section 24.7 Special Education Student Information**

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

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

- 17
- 18 A. Role of General Education Teacher. The role of the general education teacher is to  
19 collaborate with the special education teacher and IEP team in order to provide appropriate  
20 accommodations and assist the student in achieving IEP goals and grade level expectations.  
21 General education teachers in whose classes the student is enrolled are invited to and shall  
22 participate in developing the individualized education plan and will support implementation  
23 within the general education setting.  
24
- 25 B. Role of Special Education Teacher. The role of the special education teacher is to be the case  
26 manager for students with IEPs or in the referral process. The teacher works with the IEP  
27 team to develop an appropriate IEP and implements, monitors, and collaborates with school  
28 staff and parents. In addition, the special education teacher works with the IEP team to  
29 coordinate appropriate accommodations, assessments, instruction, evaluation, and resource  
30 materials. The special education teacher will be the primary contact person with the parent  
31 for IEP related issues or questions.  
32
- 33 C. Role of Student Review Committee. The role of the Student Review Committee (SRC) is to  
34 discuss student concerns and explore and recommend appropriate interventions,  
35 accommodations, modifications, and options for any student based on the student's physical,  
36 social, academic, and psychological needs.  
37
- 38 D. Role of Other Service Providers. The role of other service providers (SLP, OT/PT, school  
39 psychologists, etc.) in supporting and serving staff and students will be determined by the  
40 student's IEP requirements for related services and coordinated through the building support  
41 team and/or SRC, the classroom teacher involved, and the special education teacher.  
42

43 **Section 24.9 Special Services Professional Development**

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

48 **Section 24.10 Nurse Supervisor**

49 The District will provide the nursing supervisor:  
50

- 51 1. .5 FTE release;

2. 21 total days (six days as Special Education Extra Supplemental Days, plus an additional 15 days) paid at per diem, and
3. A stipend equivalent to .76% of the BA/0 step on Schedule A (for base pay and any State funded professional development days only), multiplied by a weighted point factor of 5.0 (for example, in 2008-09:  $\$35,119 \times .76\% = \$266.90 \times 5 = \$1,334$ ).

**Section 24.11 IEP Review Process:**

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

**Section 24.12 Summer IEP Work**

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

**ARTICLE 25. PARAEDUCATORS**

**Section 25.1**

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

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

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

**Section 25.2**

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

**Section 25.3**

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

**Section 25.4 Staff Utilization**

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

1  
2  
3 **ARTICLE 26. BUILDING STANDARDS**  
4

5 **Section 26.1**

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

- 10  
11 A. Assist the Executive Director of Facilities in determining the progress toward readiness of  
12 the facility to be opened using the Board approved educational specifications as the measure  
13 of completion.  
14  
15 B. Make recommendations to the Executive Director of Facilities on what planned work is to be  
16 completed before occupancy. This planned work will be incorporated into the punch list  
17 attached to the "Certificate of Substantial Completion."  
18  
19 C. Assist the Executive Director of Facilities in selecting alternate housing options or a delayed  
20 school opening.  
21

22 Said committee shall make its recommendations on readiness or alternatives at least two weeks in advance  
23 of the opening of school. If said committee finds deficiencies with respect to the Educational  
24 Specifications, it shall recommend what work needs to be completed before occupancy should occur to: 1).  
25 The Executive Director of Facilities, who will incorporate items into the "punch list" attached to the  
26 "Certificate of Substantial Completion"; 2). The Association President; and 3). The Superintendent, who  
27 will share the recommendations with the School Board as a part of his/her regular reports on the status of  
28 District facilities. If occupancy occurs before completion of the recommendations, the District shall report  
29 to the committee as to the status of the committee's recommendations and specify the date by which the  
30 work is expected to be completed.  
31

32 **Section 26.2**

33 The District will continue to include telephones in each classroom as buildings are built or totally remodeled  
34 as an important means of communication.  
35

36 Each existing classroom shall be equipped with a means of communicating with the Main Office. Each site  
37 will have a phone designated for faculty use for private conversations. The need for staff members to  
38 receive messages at work is recognized, and in each building this process will be collaboratively arrived at  
39 for utilizing the system and persons available. However, it is agreed that staff members will, except in  
40 emergency cases, restrict their use of phones to times that will not diminish the District from the educational  
41 process and that personal business calls should be made outside the school day.  
42  
43

44 **ARTICLE 27. STUDENT DISCIPLINE, SAFETY**  
45 **AND SECURITY OF STUDENTS AND STAFF**  
46

47 **Section 27.1 No Tolerance Policy**

48 The District and the PEA are jointly committed to providing quality educational programs in a warm, open,  
49 and supportive environment which protects the safety and security of all students and staff. Therefore, the  
50 parties agree that an optimal teaching and learning climate for staff and students requires a no tolerance  
51 policy for weapons, dangerous devices, and assaultive behavior. The parties recognize the increasing  
52 incidence of weapons, dangerous devices, and serious assaults in the society in general and in the nation's

1 schools, and recognize that with such serious misbehavior, experience has shown that normal sanctions less  
2 severe than expulsion have failed to preserve a safe and orderly educational environment.

3  
4 **Section 27.2 Prohibition of Weapons and Assaultive Behavior**

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

20  
21 **Section 27.3 Assistance and Support**

22 The District shall provide prompt assistance and support to certificated employees in connection with  
23 student discipline problems. An administrator or acting administrator, volunteering to be invested with the  
24 authority to act as such, shall be available during school hours. When the administrator is away from the  
25 building but in the District, an administrator shall be on call. When the building administrator is out-of-  
26 district or absent for half the day or more, a substitute shall be provided when needed to maintain the  
27 building administrative coverage, unless a building's assistant principal is available. Administrative Interns  
28 or former Interns may be asked to accept the administrative responsibility as long as coverage is provided  
29 for their assigned classes.

30  
31 In the maintenance of a sound learning environment, the certificated employee and the District shall expect  
32 and work to enforce acceptable behavior on the part of all students who attend schools in the District.  
33 Certificated employees shall operate within State law and District policy in maintaining good order and  
34 discipline in their classrooms at all times.

35  
36 Without revealing specific information regarding criminal histories, medical histories, or specifically  
37 protected private information, certificated employees who work directly with the student will be notified in  
38 an appropriate manner of students who have exhibited serious assaultive behavior at least one school day  
39 prior to their admittance to classrooms, if such information is known in advance of the student's admittance.  
40 Staff members so informed shall treat the information as confidential. A safety plan shall be developed by  
41 appropriate building staff, (which may include the Principal, counselor, security, BSST member, Special  
42 Services, etc.) and communicated to all impacted staff within three student days or less. The safety plan  
43 shall be implemented as quickly as possible.

44  
45 In the event the employee experiences safety concerns in the workplace due to serious assaultive or  
46 potentially violent student behavior, the employee shall report said concerns to his/her principal or  
47 administrative supervisor who will act to remediate the concern. Remediation may include removing the  
48 student from the classroom until such time as interventions can be implemented.

49  
50 All Special Education staff who work with potentially violent students will be directed to attend age  
51 appropriate training, either during the regular work day or, if the employee prefers, outside the regular work  
52 day paid at the professional rate.

1  
2 All employees working directly with potentially violent students may be directed and shall have the  
3 opportunity to participate in training either during the work day or after the work day paid at the  
4 professional rate.

5  
6 All other employees working with potentially violent students may have the opportunity to participate in  
7 training through professional development offerings scheduled throughout the school year.  
8

9 **Section 27.4 Class Exclusion**

10 Any student who creates a disruption of the educational process in violation of the building disciplinary  
11 standards while under a teacher's immediate supervision may be excluded by the teacher from his or her  
12 individual classroom and instructional or activity area for all or any portion of the balance of the school day  
13 or until the principal or designee and teacher have conferred, whichever occurs first: provided, that except  
14 in emergency circumstances, the teacher shall have first attempted one or more alternative forms of  
15 corrective action: provided further, that in no event without the consent of the teacher shall an excluded  
16 student be returned during the balance of that class or activity period. If a student makes a serious  
17 unfounded allegation against an employee, the employee may request a meeting with the  
18 principal/supervisor to discuss options regarding the student. Further, the authority of certificated  
19 employees to use prudent disciplinary measures for the safety and well-being of students and employees as  
20 well as the authority to use standard disciplinary measures for each disabled student, except where  
21 notification to the contrary has been provided to staff, is supported by the District. In the exercise of  
22 authority by an employee to control and maintain order and discipline, the employee may use reasonable  
23 and professional judgment, including reasonable and prudent use of physical constraint, to protect harm  
24 being done to a student or to him/herself.  
25

26 **Section 27.5 Disciplinary Standards**

27 On or before September 30 of each school year, each building principal and his/her teaching staff shall meet  
28 to develop and/or review building disciplinary standards and uniform enforcement of those standards.  
29 Visitor access regulations will be in the employee handbook. In addition, the special education guidelines  
30 will be reviewed.  
31

32 **Section 27.6 Disruptive Students**

33 If a mainstreamed student(s) is so disruptive that the education of other students is significantly impaired,  
34 the classroom teacher may recommend removal of said student(s) from the classroom in accordance with  
35 applicable Federal and State laws and the IEP of said student(s). Within three (3) days of written notification  
36 (to principal or his/her designee) of a behavior problem of a student with an IEP, an employee shall have the  
37 right to meet and confer with the principal and/or the available members of that student's SRC (Student  
38 Review Committee).  
39

40  
41 **ARTICLE 28. SAFE WORKING CONDITIONS**  
42

43 Certificated employees shall not be expected to work, teach, or supervise students in an area where such  
44 work would likely result in physical or emotional harm to said employee(s) or student(s). When the staff  
45 member(s) and site administrator(s) indicate a hazardous condition exists, the concern will be acted upon  
46 within five working days. If there is a disagreement as to the hazardous condition, the matter may be  
47 referred by either party to the appropriate State or County agency for determination. If the safety concerns  
48 relates to workload, then it shall first be taken up with the principal.  
49

50 All rooms in which students are required to eat lunch shall be cleaned daily, including floor, sinks, and trash  
51 removal.  
52

1 Certificated employees shall promptly report any safety hazards or unsafe conditions they are aware of to  
2 their immediate administrator. The District shall advise certificated employees of any unsafe working  
3 condition(s), as determined by a State or County agency, which would pose an immediate and substantial  
4 threat to their or their students' health in the areas in which they work. A copy of the notification to the  
5 certificated employee(s) will be sent to the Association President within five working days of receipt of the  
6 same by the District. Within five working days following the District's receipt of facility environmental  
7 testing prompted by an Association complaint, a copy of all environmental test results shall be provided to  
8 the Association President.

## 11 **ARTICLE 29. DISTRICTWIDE COMMITTEES**

### 13 **Section 29.1 Instructional Program**

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

### 24 **Section 29.2. Educational Technology Committee**

25 An ongoing educational technology committee, comprised of three certificated employee representatives  
26 (one elementary, one junior high and one high school), shall be convened on a regular basis to address  
27 concerns related to TAC, Student Plus, and other educational related technology tools/programs. The  
28 committee shall act as a clearinghouse for quick tips and work-around tactics for TAC as well as provide  
29 feedback through ITC to the software manufacturer for updates and modifications to the program. The  
30 committee shall also have the opportunity to provide input, pilot, and/or trouble shoot all new technology  
31 prior to implementation across the District.

33 The three committee representatives will meet with ITC at least three times per year to provide input and to  
34 address technology concerns. Committee representatives shall be paid at the professional rate for attending  
35 meetings outside the regular work day.

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

### 42 **Section 29.3 Other Committees**

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

### 50 **Section 29.4 Composition**

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

1  
2  
3 **ARTICLE 30. STUDENT TEACHERS**  
4

5 The Board and Association agree that the acceptance and proper deployment of student teachers in the  
6 Puyallup School District can constitute a significant contribution to the improvement of the educational  
7 profession.  
8

9 Guidelines for consideration include: 1). only one student teacher per year per supervising teacher, 2).  
10 assignment only with an experienced teacher, 3). the program is voluntary, and 4). spring preplanning is  
11 valuable in making the program effective.  
12

13  
14 **ARTICLE 31. GRADING STANDARDS**  
15

16 Teachers are responsible for setting permissible standards for grading students, communicating those  
17 standards, and fairly applying them. Such grades and/or comments will only be changed in accordance with  
18 the law or District policy. Prior to making any decision which alters any grade or comment or making a  
19 recommendation to alter a grade or comment, a building administrator/supervisor will study the records,  
20 ascertain the factors involved, and consult with the employee who gave the grade. If a grade or comment is  
21 altered by a District representative, the employee and parent/guardian of the impacted student shall be  
22 notified in writing. (See WAC 180-44-010 and RCW 28A.150.240)  
23  
24

25 **ARTICLE 32. ONLINE LEARNING**  
26

27 If the District provides on-line learning opportunities for students, the following parameters shall be in  
28 place:  
29

- 30 1. The parties agree to have ongoing discussions regarding the implementation, operation, and  
31 potential expansion of the District's On-Line Academy with the goal of eventually providing  
32 on a self-sustaining basis all elements of the Academy within the District rather than utilizing  
33 outside vendors.  
34
- 35 2. For District-sponsored programs created and delivered by third party course providers, a  
36 minimum of one (1) non-administrative, certificated position (Online Specialist) will be  
37 maintained for every one hundred (100) full time students enrolled in the program.  
38
- 39 3. For all other on-line programs, non-administrative, certificated employees will be used to  
40 guide student learning, subject to all parameters of the negotiated agreement. If employees  
41 are assigned online work within the regular work day they shall be compensated as part of  
42 their FTE or buy-out of their planning period. Online extra work with students outside the  
43 contracted work day will be compensated at the professional rate.  
44  
45  
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52



**PART IV - SUBSTITUTES**

**ARTICLE 33. SUBSTITUTES**

**Section 33.1 Application of Agreement**

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

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

**Section 33.2 Job Assignments**

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

**Section 33.3 Job Exclusion**

The District may elect in which buildings and classrooms to utilize a substitute. A substitute may be excluded from a particular classroom upon request by the classroom teacher. However, the substitute shall be provided with the nature of the complaint and shall have an opportunity to conference with said teacher. The conference shall be arranged through the building administrator. Before deciding not to use a specific substitute in a particular building again because of a complaint(s) regarding that substitute's work, the substitute shall be informed in writing of the nature of the complaint(s) and be given an opportunity to respond to the allegation. A substitute will only be excluded from a particular building if a problem is not remediable as determined by the principal. The Human Resources Department shall review any decision made by a building administrator to not use a specific substitute. However, only when the District decides to drop a substitute from its substitute list is that decision grievable and is grievable only to the extent there is no just cause. For this section, just cause shall include any material or significant breach of the duties of substitutes outlined in the Substitute Teacher Handbook, repeated parental complaints, exclusion from multiple schools and/or classrooms, insubordination, unprofessional conduct, or conduct which reasonable educators would consider detrimental to students or to their education.

**Section 33.4 Compensation**

Substitutes pay shall be .39% of the base salary for teachers. Senior substitutes shall be paid 103% of the regular substitute pay rate. A half-day shall be defined as 4 hours and paid at 54% of the regular substitute full days pay. For 2012-13, on LIC Wednesdays, substitutes shall work 4.5 hours and be paid at 60% of the regular substitute full-day's pay. On the 20th day of work in a single continuing assignment, retroactive to the first day of the assignment, a substitute shall be paid at the per diem rate that employee would receive if paid on the salary schedule for regular employees. Further, when substitutes are placed in assignments

1 known from the outset to extend more than 20 days, that per diem rate shall be paid from day one.  
2 Substitutes shall not be asked to leave a long term assignment (20 days or more) in order to avoid working  
3 20 continuous days and qualifying for the higher rate of pay. If an employee on a long term assignment is  
4 absent due to illness or emergency leave, the substitute shall continue to be paid on the salary schedule for  
5 regular employees when able to return to work the assignment. Substitutes will be compensated for all work  
6 on the next month's regular payroll cycle.

7  
8 Upon completion of the school year, substitutes shall receive one of the following incentive bonuses: \$200  
9 for working the equivalent of 50 full days, \$300 for working the equivalent of 70 full days, or \$400 for  
10 working the equivalent of 90 plus full days. Substitutes who work exclusively in assessment roles shall not  
11 be eligible for the incentive bonuses.

### 12 13 **Section 33.5 Long Term Assignments**

14 When filling a long-term assignment (anticipated to be 20 days or more), the District may: 1). elect to post  
15 the position, 2). select from its applicant pool, 3). retain in the position a substitute who can provide  
16 continuity for the program, or 4). fill the assignment from the substitute pool in the same manner as  
17 selection of daily job assignments. After working 90 days in a long-term assignment, substitutes may  
18 request that their building administrators or program supervisors complete a formal observation of their  
19 work for their files. Pre-conferences and post-conferences shall be optional. The observation form used  
20 shall be the same as that used for regular employees by that supervisor. The substitute shall have the option  
21 of having the evaluation placed in his/her file. The content and process shall not be subject to the Grievance  
22 Article.

### 23 24 **Section 33.6 Length of Work Day**

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

### 33 34 **Section 33.7 Information Access**

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

### 42 43 **Section 33.8 Required Training Support**

44 It is agreed that FBI and WSP fingerprint reports, HIV/Hepatitis B training, and successful completion of  
45 the District's mandatory online annual training classes are conditions of employment, and costs are to be  
46 assumed by any person seeking employment in the District. However, employees who retire from the  
47 District shall be automatically accepted into the substitute pool upon request without application, interview,  
48 and FBI/WSP fingerprinting as long as there has been no break in service from the time the employee retires  
49 to the time he/she joins the substitute pool. If the District requires additional training of represented  
50 substitutes for specific assignments, the District agrees to pay a pro rata of the daily substitute rate for  
51 attending such training.

1 **Section 33.9 Senior Substitutes**

2 Substitutes who have been active on the District’s substitute list more than three school years, employees  
3 who have retired from teaching after at least one year of teaching in this District, or employees in the layoff  
4 pool may request “senior substitute status.” Senior substitutes will be called in the order of seniority for  
5 substitute assignments for other than “same day work” when:

- 6
- 7 1. There has been no other substitute specifically requested by a supervisor or teacher;
  - 8
  - 9 2. The substitute has the necessary background and training;
  - 10
  - 11 3. The substitute has demonstrated competence by previous work in the area of the assignment;
  - 12
  - 13 4. The substitute is available when called; and
  - 14
  - 15 5. The substitute has not already been placed in an assignment for that time period.
  - 16

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

- 18
- 19 1. The substitute is ill or caring for a dependent family member;
  - 20
  - 21 2. The substitute has not requested placement at this grade level (K-3, 4-6, 7-12) or in the  
22 subject area of the assignment; or
  - 23
  - 24 3. The substitute has not requested one week in advance to be excused from assignments during  
25 the period of the assignment.
  - 26

27 The Director of Employee Relations may revoke the “senior substitute status” of a substitute who has been  
28 excluded from multiple schools, per section 33.3. The substitute may make a request to the Director of  
29 Employee Relations for his/her “senior substitute status” to be reinstated after successfully completing one  
30 school year without exclusion from any additional school/department.

31  
32  
33 **PART V - MISCELLANEOUS**

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

36  
37 **Section 34.1**

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

47  
48 **Section 34.2**

49 Site-based decision making shall only address topics and actions that affect the instructional delivery system  
50 of a specific school site and may include such items as staff development (building inservice), student  
51 discipline, staff utilization, early release days, school goals, programs and priorities, and other building

1 instructional concerns, but excluding hiring decisions. Staff may at times be asked for their participation in  
2 hiring processes, and their input and reactions to candidates may be solicited.

3  
4 **Section 34.3**

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

6  
7 **Section 34.4**

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

11  
12  
13 **ARTICLE 35. TEACHER ASSISTANCE PROGRAM**

14  
15 If funded, the District will follow the listed criteria and processes in implementation of the Teacher  
16 Assistance Program in accordance with (WAC 392-196) and the criteria specified.

17  
18 1. **Selection of Mentor and Beginning Teachers**

19  
20 It is recognized that funding may limit the participation of eligible teachers as per WAC 392-196.  
21 Thus selection of beginning teacher participants shall be based on their hiring seniority and  
22 willingness to participate. In the event a beginning teacher is unable to participate, the next eligible  
23 beginning teacher will be contacted by the building principal for participation.

24  
25 Mentor teachers must meet the criteria specified in the legislation and participation will be on a  
26 voluntary basis. Mentor teacher selection will be based on: a). similarity of assignment to the  
27 beginning teacher (i.e. same grade level and subject area) and b). a willingness to fully participate in  
28 program seminars and related activities.

29  
30 2. **Funding and Compensation**

31  
32 The program will be funded through an allocation provided by the State. Compensation will be  
33 based on 75% of the remaining funds to the mentor and 25% to the beginning teacher.

34  
35  
36  
37  
38 **For the District:**

**For the Association:**

39  
40  
41  
42 \_\_\_\_\_  
Lorraine Wilson

Date

\_\_\_\_\_

Date

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

**Advisory**

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

**Allocation of Elementary Planning Time**

For the 2012-13 school year only, to comply with State program requirements regarding hours of instruction for students, the elementary student day has been expanded by six minutes per day, resulting in a loss of 5 minutes of planning time, per Section 20.3, Elementary Planning Time. In order to make up for this loss of planning time, the Parties agree as follows:

1. The Parties agree that the elementary Learning Improvement Calendar (LIC) work schedule on Wednesday afternoons at elementary schools (not including individual planning or evaluation & conference LIC days) will be as follows:

Activity	Early Schools	Late Schools
Student Dismissal	11:51 a.m.	12:21 p.m.
Student & Patron (WAC) Time (15 min.)	11:51 a.m. to 12:06 p.m.	12:21 to 12:36 p.m.
Duty Free Lunch (30 min.)	12:06 to 12:36 p.m.	12:36 to 1:06 p.m.
Make-up Planning Time (45 min.)	12:36 to 1:21 p.m.	1:06 to 1:51 p.m.
LIC Time (90 min.)	1:21 to 2:51 p.m.	1:51 to 3:21 p.m.
Student & Patron (WAC) Time (15 min.)	2:51 to 3:06 p.m.	3:21 to 3:36 p.m.

2. Through individual building collaborative decision-making processes, the schedule listed in the above chart may be rearranged or flexed from one Wednesday to the next on either a permanent or case-by-case basis, as long as the appropriate number of minutes for each activity are met. Those minute allocations are: A total of thirty minutes of Student & Patron (WAC) time, thirty minutes duty free lunch, 45 minutes of make-up planning time, and ninety minutes of LIC time.
3. Elementary teachers will be released from school thirty minutes after students on the early dismissal student days of the day before Thanksgiving and the last day of school. Schools that traditionally trade time on the day before Thanksgiving for work done at evening conferences, shall instead trade the time on the December or January Evaluation & Conference LIC days.

**Evaluation Committee**

The parties agree to establish a joint task force with co-chairs, consisting of no more than seven (7) participants each, to recommend amendments to Article 12, Evaluation of Certificated Employees, and Article 13 Probation to align with State requirements.

The task force work will commence no later than May 21, 2012 and will provide opportunities for employees and administrators to pilot the new evaluation system beginning with the 2012-2013 school year.

1 Employees shall be paid a \$1,000 stipend for the 2011-2012 school year and a \$1,500 stipend for the 2012-  
2 2013 school year for assigned committee work and committee meetings. The District shall pay for the cost  
3 of the necessary substitutes for members of the task force if meetings are held during the work day.  
4

5 The District and Association agree that the joint committee may begin its work once both parties have  
6 signed the MOU.  
7  
8

### 9 **District Improvement Specialists**

10 The District hopes to fill District Improvement Specialist positions as certificated, Association-represented  
11 positions, to provide extra support in targeted curriculum areas in furtherance of the District's improvement  
12 plan. The positions require demonstrated excellence in curriculum and instruction. Experienced, qualified  
13 teachers in the District are concerned about taking such positions without some certainty of their positions in  
14 subsequent years. In order to provide more stability to teachers considering these assignments, the Parties  
15 agree as follows:  
16

- 17 1. Current District teachers who accept District Improvement Specialist positions will automatically  
18 return to the assignment they held prior to accepting the District Improvement Specialist position for  
19 up to two years, if they chose or if the District Improvement Specialist position is not continued in  
20 subsequent years (subject to the normal operation of other staffing procedures which might result in  
21 reassignment within their assigned buildings, or involuntary transfer or layoff within their  
22 assignments and staffing categories).  
23
- 24 2. This agreement is effective immediately upon signature and through the term of this contract.  
25  
26

### 27 **Grading Reporting**

28 In order to provide sufficient time for employees to adequately prepare student progress and report cards,  
29 the following parameters will be in place:  
30

- 31 1. The open window period for completing report cards shall be at least ten (10) school days.
- 32 2. The open window period for completing progress reports shall be at least five (5) school days.
- 33 3. The open grading windows will be posted on the staff intranet by September 15<sup>th</sup>.
- 34 4. When applicable, administrator review of report cards shall begin no earlier than the 4<sup>th</sup> day of the  
35 open window period.
- 36 5. If employees have provided the Principal with their report cards no later than the 4<sup>th</sup> day of the open  
37 grading window, they shall be notified of any requested changes no later than the 3<sup>rd</sup> to last day of  
38 the open window period.
- 39 6. The parties agree to establish a joint task force during the 2012-13 school year, consisting of no  
40 more than four (4) participants each, to recommend efficiency amendments for the elementary report  
41 card.  
42  
43

### 44 **Intermediate Planning Time**

45 The parties agree to establish a joint task force during the 2012-13 school year, consisting of no more than  
46 four (4) participants each, to study the issues related to intermediate planning time. Recommendations are  
47 due to the District and Association by March 1, 2013. Either party may open bargaining on this topic by  
48 notifying the other party by March 15, 2013.  
49  
50  
51  
52

## Learning Improvement Calendar (LIC) Days

For the 2012-13 school year only, the following LIC language (previously Article 23) shall be in effect:

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

1. The principal is the educational leader in a school and is therefore responsible to work continuously with staff to bring about the improvement of instruction and student learning. Principals are obligated to bring legislative mandates, legal requirements, School Board and administrative initiatives, and school issues to the staff.
2. The Comprehensive School Improvement Planning (CSIP) Team will use data and applicable information to determine student improvement needs and professional development opportunities. The team will design the annual plan which includes the work to be accomplished and the time lines for implementation. Team members will ensure that other staff members have been given an opportunity to give input. Following this input, the building administrator, as the instructional leader, will direct and facilitate the work to be accomplished.

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

3. The concept of collaboration is that administrators and certificated staff work together; however work on the Collaboration Wednesdays does not always have to be done with other people. For example, if the CSIP team has been involved in a process to identify strategies for improving achievement scores, the employees might meet in grade level, subject area or job-alike groups to discuss the work to be done, develop individual assignments and meet again when appropriate.
4. Early release (elementary) and late arrival (secondary) days on Wednesdays have been negotiated to provide principals, and certificated staff time to work together. If there is no CSIP work or meeting scheduled, other collaborative work may be completed by individual team members. Employees will be treated as professionals and will be allowed to make collaborative decisions with the principal regarding the use of this time and will be entrusted with responsibility to use the time appropriately. It is understood and expected that work to improve student learning will be accomplished by both parties.
5. It is important that LIC activities be appropriate and related to an employee's assignment. In the event an employee believes a scheduled LIC activity is not relevant to his/her work assignment, the employee shall discuss the matter with his/her supervisor. The employee and

1 supervisor shall mutually agree on an alternate activity for the employee aimed at improving  
2 student learning.  
3

#### 4 **Part Time Employees LIC**

5 Part time employees will participate in Learning Improvement work if they are assigned to work on the  
6 Learning Improvement day and they are scheduled to work in the afternoon. On a case-by-case basis, part  
7 time certificated employees may request or be requested by the building administrator to participate on a  
8 Wednesday and be paid at the employee's per diem rate of pay.  
9

#### 10 **LIC Parameters**

11 The LIC chart shall identify the type of LIC work that is to be performed on specific LIC days. For any  
12 given month, the principal, building staff and District program supervisor may have the flexibility to change  
13 the order of the days, except those days designated for Special Service job-alike training. Any changes to  
14 the LIC must be communicated to the appropriate District supervisor and shall preserve the amount of time  
15 in each respective category.  
16

#### 17 **Specific Requirements**

- 18  
19 1. Non-emergency mandatory building meetings will not be called during individual planning  
20 time.  
21
- 22 2. Any and all Learning Improvement staff development or meetings shall end on or before the  
23 end of the regular employee workday.  
24
- 25 3. Employees assigned to work at more than one site (split schedule) who are not traditionally  
26 itinerant staff shall adhere to the building LIC schedule that comprises the majority of their  
27 FTE. Any schedule conflicts that arise shall be resolved upon mutually agreement of the  
28 employee and the site administrators.  
29
- 30 4. Walker High School will not participate in the LIC in order to accommodate their unique  
31 needs.  
32

#### 33 **Elementary Level LIC**

34 There will be a two and three quarter hour early release at the elementary level, and one and one half (1.5)  
35 hours for LIC time. Learning Improvement Calendar Days shall be used as follows:  
36

- 37 1. Principal Day: for professional development and other work planned by the  
38 Principal/District. Principals may use this day for the monthly staff meeting if they so  
39 choose.  
40
- 41 2. Collaboration and Teaming Day: for collaboration and team work aimed at addressing the  
42 CSIP Plan. Such work may include but not be limited to: CSIP development/review,  
43 collaborative assessment of student work, professional development, short/long range  
44 planning, curriculum development and/or alignment, grade level meetings, IEP collaboration,  
45 vertical teaming, and/or study groups. At a minimum, half of the time will be used for  
46 implementation of this work by grade level or department team  
47
- 48 3. Evaluation and Conference Day: for self-directed work including but not limited to:  
49
  - 50 a. preparing and analyzing student work or assessments;  
51



- b. communicating to parents through conferences or by phone, newsletters, and/or email;
- c. collaborating with specialists or ESAs on IEPs or 504 Plans;
- d. aligning work to the EALRs;
- e. participating in SRC meetings or other staffing; and/or
- f. doing any other work deemed necessary by the educator to fulfill his/her commitment to the total child.

The expectation is that each teacher will hold at least one face-to-face conference with every student's parent/guardian during the first semester of the school year. During the second semester, the expectation is that teachers will hold face-to-face conferences with parents/guardians at the suggestion of the teacher, parent or principal (to address the needs of specific students)

4. Individual Planning Day: for self-directed planning and/or other work focused on meeting the needs of the total child.
5. Special Services Job-alike Day (Resource, Self-Contained, Title/LAP, ELL): for collaboration and team work planned by Special Services. The work on these days may include but not be limited to: professional development, behavior intervention strategies, compliance support, curriculum/instruction and assessment strategies, and/or sharing successful practices. Up to three (3) of these days shall be scheduled throughout the year.

### **Elementary LIC Conferences**

1. Evening conferences may be scheduled at each site to accommodate parents. Each building may designate at least one evening conference date per semester. A principal or designee will be present at the building evening conferences. Needs related to night conferences (i.e. heat, lighting) should be communicated to the principal or designee.
2. When an evening conference is held, principals shall compensate employees by allowing them to leave an equal amount of time early on another early release day, unless the evening conference time is identified as part of a building directed supplemental day.
3. There will be no half-day kindergarten classes on Evaluation and Conference Days in November and March.

### **Secondary Level LIC**

There will be a one and one half (1.5) hours late arrival for students at the secondary level. The one and one half (1.5) hours of LIC time shall be scheduled in the following categories:

1. Principal Day: for professional development or other work planned by the Principal/District. Principals may use this day for the monthly meeting if they so choose.
2. Collaboration and Teaming Day: for collaboration and team work aimed at addressing the Comprehensive School Improvement Plan (CSIP). Such work shall include but not be limited to: CSIP development/review, collaborative assessment of student work, professional

1 development, short/long range planning, curriculum development and/or alignment, grade  
2 level meetings, IEP collaboration, vertical teaming, and/or study groups.

- 3
- 4 3. Department Collaboration Day: for department collaboration work aimed at addressing the  
5 Comprehensive School Improvement Plan (CSIP) and other departmental concerns or issues.  
6 Collaboration time shall be with building departments, District departments or building  
7 interdisciplinary teams.
- 8
- 9 4. Individual Planning Day: for self-directed planning and/or other work focused on meeting the  
10 needs of the total child.
- 11
- 12 5. Special Services Job-alike Day (Resource, Self-Contained, Title/LAP, ELL): for  
13 collaboration and team work planned by Special Services. The work on these days may  
14 include but not be limited to: professional development, behavior intervention strategies,  
15 compliance support, curriculum/instruction and assessment strategies, and/or sharing  
16 successful practices. Up to three (3) of these days shall be scheduled throughout the year.
- 17

### 18 **ESAs and Specialists LIC**

19 The term Educational Staff Associate (ESA) shall include the following certificated staff members:  
20 occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP), audiologists,  
21 nurses, psychologists, vision specialists, orientation and mobility specialists (O&M), and behavior support  
22 specialist team (BSST).

23

24 Learning Improvement Calendar days shall be used as follows, developed by PSS administrators and ESA job-  
25 alike coordinators in support of the Comprehensive Program Improvement Plan (CPIP):

- 26
- 27 1. District Day: for professional development planned or other work directed by a designated  
28 District administrator and group assigned coordinator.
- 29
- 30 2. Collaboration Day: for work with job-alike team, professional development, or collaboration.
- 31
- 32 3. Report/IEP Day: for writing reports, IEPs and conferencing.
- 33
- 34 4. Individual Planning Day: for individual planning.
- 35

36 It is important for ESAs to participate in LIC work in the building in which their role directly impacts  
37 student achievement and to be involved in collaborative work, professional development and job-alike  
38 meeting with their peers. An ESA will communicate with his/her principal/supervisor as to the activity  
39 he/she plans to attend. If there is a conflict between Administrators as to what activity an ESA should  
40 attend, the Administrators will resolve the matter.

41

42 For 2012-13 the following LIC schedule shall be observed:

43

44

45

46

47

48

49

50

51

## 2012-13 ELEMENTARY CALENDAR OF LIC ACTIVITIES

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 <sup>st</sup>	X	PR	EC	PR	X	PR	EC	X	PR	PR
2 <sup>nd</sup>	Fair	EC	EC	I	PR	CT	I (3/15/13)	PR	CT	I
3 <sup>rd</sup>	CT	CT/SS	PTM	F	CT/SS	EC	EC	CT/SS	EC	X
4 <sup>th</sup>	I	I	EC	X	EC	I	EC	I	I	X
5 <sup>th</sup>		I			I				I	

*EC - Evaluation & Conference*

*I - Individual Planning*

*PR - Principal / Prof Dev*

*PTM - Planning Time Make Up (per MOU)*

*CT - Collaboration & Teaming*

*X - No LIC Early Release*

*F - Furlough*

*SS - Special Services Job-alike  
(Resource, Self-Contained, Title, LAP, ELL)*

## 2012-13 SECONDARY CALENDAR OF LIC ACTIVITIES

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 <sup>st</sup>	X	PR	PR	PR	X	PR	PR	X	PR	PR
2 <sup>nd</sup>	Fair	CT	CT	I	PR	CT	I (3/15/13)	PR	CT	I
3 <sup>rd</sup>	CT	D/SS	D	F	D/SS	D	CT	D/SS	D	X
4 <sup>th</sup>	I	I	I	X	CT	I	D	I	I	X
5 <sup>th</sup>		I			I				I	

*D - Department*

*I - Individual Planning*

*PR - Principal / Prof Dev*

*CT - Collaboration & Teaming*

*HS - High School Only*

*X - No LIC Early Release*

*JH - Junior High Only*

*SS - Special Services Job-alike  
(Resource, Self-Contained, Title, LAP, ELL)*

*F - Furlough*

If the State testing schedule impacts LIC Wednesdays, the Association and the District by mutual agreement will make appropriate changes in the LIC calendar.

APPENDIX A:

PUYALLUP SCHOOL DISTRICT  
SALARY SCHEDULE FOR 180 DAYS, TRI, ADDITIONAL TRI, & 4 SUPPLEMENTAL DAYS  
2012-13

Years of Service		BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90	PHD
0	Base	34,073	34,993	35,947	36,903	39,969	41,944	40,851	43,917	45,894	45,894
	TRI	3,173	3,259	3,347	3,436	3,722	3,906	3,804	4,090	4,274	4,487
	ADD'L TRI	594	610	627	644	697	732	712	766	800	800
	Supp Days	772	793	814	836	905	950	925	995	1,040	1,040
	Total	38,612	39,655	40,735	41,819	45,293	47,531	46,293	49,768	52,008	52,222
1	Base	34,532	35,465	36,430	37,428	40,526	42,490	41,305	44,403	46,366	46,366
	TRI	3,216	3,303	3,393	3,485	3,774	3,957	3,846	4,135	4,318	4,534
	ADD'L TRI	602	619	635	653	707	741	720	774	809	809
	Supp Days	782	803	825	848	918	963	936	1,006	1,050	1,050
	Total	39,132	40,189	41,283	42,414	45,925	48,151	46,807	50,318	52,543	52,759
2	Base	34,969	35,911	36,886	37,961	41,051	43,035	41,762	44,851	46,836	46,836
	TRI	3,256	3,344	3,435	3,535	3,823	4,008	3,889	4,177	4,362	4,580
	ADD'L TRI	610	626	643	662	716	751	728	782	817	817
	Supp Days	792	813	836	860	930	975	946	1,016	1,061	1,061
	Total	39,627	40,695	41,800	43,018	46,519	48,768	47,325	50,826	53,076	53,294
3	Base	35,419	36,370	37,356	38,465	41,549	43,581	42,195	45,277	47,310	47,310
	TRI	3,298	3,387	3,479	3,582	3,869	4,058	3,929	4,216	4,406	4,626
	ADD'L TRI	618	634	652	671	725	760	736	790	825	825
	Supp Days	802	824	846	871	941	987	956	1,026	1,072	1,072
	Total	40,137	41,215	42,333	43,589	47,084	49,387	47,817	51,308	53,613	53,833
4	Base	35,861	36,853	37,846	38,993	42,095	44,142	42,650	45,751	47,800	47,800
	TRI	3,339	3,432	3,524	3,631	3,920	4,111	3,972	4,261	4,451	4,674
	ADD'L TRI	625	643	660	680	734	770	744	798	834	834
	Supp Days	812	835	857	883	954	1,000	966	1,036	1,083	1,083
	Total	40,638	41,763	42,887	44,187	47,702	50,022	48,331	51,846	54,168	54,390
5	Base	36,317	37,314	38,317	39,527	42,618	44,706	43,111	46,203	48,291	48,291
	TRI	3,382	3,475	3,568	3,681	3,969	4,163	4,015	4,303	4,497	4,722
	ADD'L TRI	633	651	668	689	743	780	752	806	842	842
	Supp Days	823	845	868	895	965	1,013	977	1,047	1,094	1,094
	Total	41,155	42,285	43,421	44,793	48,295	50,662	48,854	52,358	54,724	54,949
6	Base	36,786	37,761	38,798	40,069	43,144	45,244	43,585	46,660	48,759	48,759
	TRI	3,426	3,516	3,613	3,731	4,018	4,213	4,059	4,345	4,541	4,768
	ADD'L TRI	642	659	677	699	752	789	760	814	850	850
	Supp Days	833	855	879	908	977	1,025	987	1,057	1,105	1,105
	Total	41,686	42,792	43,966	45,407	48,892	51,271	49,391	52,876	55,254	55,481
7	Base	37,610	38,600	39,650	40,990	44,111	46,269	44,471	47,591	49,749	49,749
	TRI	3,502	3,595	3,692	3,817	4,108	4,309	4,141	4,432	4,633	4,864
	ADD'L TRI	656	673	692	715	769	807	776	830	868	868
	Supp Days	852	874	898	929	999	1,048	1,007	1,078	1,127	1,127
	Total	42,620	43,742	44,932	46,451	49,988	52,433	50,395	53,931	56,377	56,609
8	Base	38,816	39,860	40,935	42,386	45,549	47,786	45,866	49,030	51,266	51,266
	TRI	3,615	3,712	3,812	3,947	4,242	4,450	4,271	4,566	4,774	5,013
	ADD'L TRI	677	695	714	739	794	833	800	855	894	894
	Supp Days	879	903	927	960	1,032	1,082	1,039	1,111	1,161	1,161
	Total	43,987	45,170	46,388	48,033	51,617	54,152	51,976	55,561	58,095	58,334
9	Base	38,816	41,165	42,293	43,797	47,034	49,347	47,275	50,514	52,827	52,827
	TRI	3,615	3,833	3,938	4,079	4,380	4,595	4,402	4,704	4,919	5,165
	ADD'L TRI	677	718	738	764	820	861	825	881	921	921
	Supp Days	879	932	958	992	1,065	1,118	1,071	1,144	1,197	1,197
	Total	43,987	46,649	47,927	49,631	53,300	55,921	53,573	57,244	59,865	60,111
10	Base	38,816	41,165	43,667	45,280	48,560	50,950	48,760	52,041	54,430	54,430
	TRI	3,615	3,833	4,066	4,217	4,522	4,745	4,541	4,846	5,069	5,322
	ADD'L TRI	677	718	762	790	847	889	850	908	949	949
	Supp Days	879	932	989	1,026	1,100	1,154	1,105	1,179	1,233	1,233
	Total	43,987	46,649	49,485	51,312	55,029	57,738	55,256	58,974	61,681	61,934
11	Base	38,816	41,165	43,667	46,807	50,158	52,596	50,286	53,639	56,075	56,075
	TRI	3,615	3,833	4,066	4,359	4,671	4,898	4,683	4,995	5,222	5,483
	ADD'L TRI	677	718	762	816	875	917	877	936	978	978
	Supp Days	879	932	989	1,060	1,136	1,191	1,139	1,215	1,270	1,270
	Total	43,987	46,649	49,485	53,042	56,840	59,603	56,985	60,784	63,546	63,807
12	Base	38,816	41,165	43,667	48,284	51,799	54,309	51,873	55,279	57,790	57,790
	TRI	3,615	3,833	4,066	4,496	4,824	5,057	4,831	5,148	5,382	5,651
	ADD'L TRI	677	718	762	842	903	947	905	964	1,008	1,008
	Supp Days	879	932	989	1,094	1,173	1,230	1,175	1,252	1,309	1,309
	Total	43,987	46,649	49,485	54,717	58,699	61,544	58,783	62,643	65,489	65,758
13	Base	38,816	41,165	43,667	48,284	53,480	56,065	53,515	56,960	59,545	59,545
	TRI	3,615	3,833	4,066	4,496	4,980	5,221	4,984	5,304	5,545	5,822
	ADD'L TRI	677	718	762	842	933	978	933	993	1,039	1,039
	Supp Days	879	932	989	1,094	1,211	1,270	1,212	1,290	1,349	1,349
	Total	43,987	46,649	49,485	54,717	60,604	63,534	60,644	64,548	67,477	67,754
14	Base	38,816	41,165	43,667	48,284	55,169	57,887	55,206	58,759	61,367	61,367
	TRI	3,615	3,833	4,066	4,496	5,137	5,391	5,141	5,472	5,715	6,000
	ADD'L TRI	677	718	762	842	962	1,010	963	1,025	1,070	1,070
	Supp Days	879	932	989	1,094	1,250	1,311	1,251	1,331	1,390	1,390
	Total	43,987	46,649	49,485	54,717	62,518	65,598	62,560	66,587	69,543	69,828
15	Base	38,816	41,165	43,667	48,284	56,604	59,393	56,641	60,287	62,963	62,963
	TRI	3,615	3,833	4,066	4,496	5,271	5,531	5,275	5,614	5,863	6,156
	ADD'L TRI	677	718	762	842	987	1,036	988	1,051	1,098	1,098
	Supp Days	879	932	989	1,094	1,282	1,345	1,283	1,366	1,426	1,426
	Total	43,987	46,649	49,485	54,717	64,145	67,305	64,186	68,318	71,351	71,644
16	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	5,535	5,807	5,538	5,895	6,156	6,464
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	65,585	68,816	65,628	69,853	72,953	73,261

17	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	5,535	5,807	5,538	5,895	6,156	6,464
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	65,585	68,816	65,628	69,853	72,953	73,261
18	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	5,535	5,807	5,538	5,895	6,156	6,464
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	65,585	68,816	65,628	69,853	72,953	73,261
19	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	5,535	5,807	5,538	5,895	6,156	6,464
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	65,585	68,816	65,628	69,853	72,953	73,261
20	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	6,365	6,679	6,369	6,779	7,080	7,434
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	66,416	69,687	66,459	70,737	73,876	74,230
21	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	6,365	6,679	6,369	6,779	7,080	7,434
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	66,416	69,687	66,459	70,737	73,876	74,230
22	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	6,365	6,679	6,369	6,779	7,080	7,434
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	66,416	69,687	66,459	70,737	73,876	74,230
23	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	6,365	6,679	6,369	6,779	7,080	7,434
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	66,416	69,687	66,459	70,737	73,876	74,230
24	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,066	4,496	6,365	6,679	6,369	6,779	7,080	7,434
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	49,485	54,717	66,416	69,687	66,459	70,737	73,876	74,230
25	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,798	5,306	7,511	7,881	7,515	7,999	8,354	8,772
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	50,217	55,526	67,561	70,889	67,605	71,957	75,151	75,569
26	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,798	5,306	7,511	7,881	7,515	7,999	8,354	8,772
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	50,217	55,526	67,561	70,889	67,605	71,957	75,151	75,569
27	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	4,798	5,306	7,511	7,881	7,515	7,999	8,354	8,772
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	50,217	55,526	67,561	70,889	67,605	71,957	75,151	75,569
28+	Base	38,816	41,165	43,667	48,284	57,736	60,580	57,773	61,492	64,222	64,222
	TRI	3,615	3,833	5,374	5,942	8,412	8,826	8,417	8,959	9,357	9,825
	ADD'L TRI	677	718	762	842	1,007	1,057	1,008	1,073	1,120	1,120
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	43,987	46,649	50,792	56,163	68,463	71,835	68,507	72,917	76,153	76,621

No employee may move into the BA + 135 column after January 1, 1992.

- A \$5,000 annual stipend will be added for employees holding Doctorate degrees.
- Educational credits must be from Accredited Universities

For 2012-13, the chart above reflects the State's 1.9% reduction in base salary, the addition of a 1.711% additional TRI contract (ADD'L TRI) per Section 17.1(9), and 4 total Supplemental Days.

For 2013-14, there is no bargained increase to the base pay, additional TRI contract (ADD'L TRI) or Supplemental Days. The total compensation for employees in 2012-13 shall be increased by 1% and that amount shall be added to the TRI contract (TRI) for 2013-14.

For 2014-15, there is no bargained increase to the base pay, additional TRI (ADD'L TRI) contract or Supplemental Days. The total compensation for employees in 2013-14 shall be increased by 1.5% and that amount shall be added to the TRI contract (TRI) for 2014-15.

For 2015-16, there is no bargained increase to the base pay and additional TRI (ADD'L TRI). The 2015-16 TRI contract shall be increased by 1.5% over the total compensation for 2014-15 (including four supplemental days). In addition, one supplemental day shall be added to the 2015-16 contract, for a total of five.

For 2016-17, there is no bargained increase to the base pay, additional TRI (ADD'L TRI) or Supplemental Days. The total compensation for employees in 2015-16 shall be increased by 2.5% and that amount shall be added to the TRI contract (TRI) for 2016-17.

*For every year of this agreement, the bargained increases shall be in addition to any State funded salary increases.*

*If the State restores the 1.9% salary funding which was reduced from the 2012-13 budget, the parties will meet to discuss the impact to Schedule A.*

**APPENDIX B: ADDITIONAL ASSIGNMENT SCHEDULE  
PUYALLUP SCHOOL DISTRICT  
SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2013**

.77% of 1st cell in Appendix A (2010-11)* <b>\$ 267.44</b>	1st Year		2nd Year		3rd Year		4th Year	
	<b>HIGH SCHOOL</b>							
Activity Coordinator <sup>1</sup>	12.0	\$3,209	13.1	\$3,504	14.2	\$3,798	15.3	\$4,092
Annual	12.5	\$3,343	13.2	\$3,530	14.0	\$3,744	14.6	\$3,905
Athletic Coordinator	N/A	\$7,500	<i>See article 20.9.1 for release time</i>					
Band <sup>3</sup>	15.3	\$4,092	16.6	\$4,440	18.0	\$4,814	20.1	\$5,376
Chorus	14.3	\$3,824	15.4	\$4,119	16.6	\$4,440	17.7	\$4,734
Debate - Head	12.5	\$3,343	13.2	\$3,530	14.0	\$3,744	14.6	\$3,905
Drama	12.5	\$3,343	13.2	\$3,530	14.0	\$3,744	14.6	\$3,905
Journalism	12.5	\$3,343	13.2	\$3,530	14.0	\$3,744	14.6	\$3,905
Orchestra	10.1	\$2,701	10.9	\$2,915	11.7	\$3,129	12.74	\$3,407
Musical Production <sup>2</sup>	15.0	\$4,012	<i>See article 20.9.1 for release time</i>					
Stage	10.3	\$2,755	11.4	\$3,049	11.9	\$3,183	12.6	\$3,370
<b>JUNIOR HIGH SCHOOL</b>								
Annual/Journalism	8.9	\$2,380	9.7	\$2,594	10.5	\$2,808	11.2	\$2,995
Athletic Coordinator	N/A	\$5,500	<i>See article 20.9.2 for release time</i>					
Band	8.9	\$2,380	9.7	\$2,594	10.5	\$2,808	11.2	\$2,995
Chorus	8.9	\$2,380	9.7	\$2,594	10.5	\$2,808	11.2	\$2,995
Drama	8.9	\$2,380	9.7	\$2,594	10.5	\$2,808	11.2	\$2,995
Orchestra	8.9	\$2,380	9.7	\$2,594	10.5	\$2,808	11.2	\$2,995
<b>ELEMENTARY</b>								
Chorus - Fall	2.5	\$669						
Chorus - Fall/Spring	5.0	\$1,337						
Chorus - Full Year	7.5	\$2,006						

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

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

<sup>1</sup>Activity Coordinators shall receive three (3) additional days at their per diem rate.

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

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

\*The base factor for this schedule shall be .77% of the 2010-11 BA-0 amount, until the current year's BA-0 amount exceeds the amount from 2010-11.

**APPENDIX C: BUILDING STIPENDS  
PUYALLUP SCHOOL DISTRICT**

Each large elementary (400 FTE students) will receive \$6,419.00, each regular elementary will receive \$5,453.00, each junior high will receive \$10,523.00, and each senior high will receive \$10,242.00, in addition to stipends to allocate as building needs dictate, including intramurals. These sums shall not be divided into sums smaller than \$400.00, and any such funds unused may be pooled between the schools. Each building staff shall determine the distribution of said allocations, except that these funds will not be used to pay for stipends for interscholastic athletics established after the effective date of this contract.

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

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

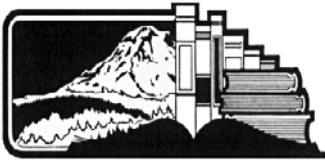
**APPENDIX D: BUILDING DEPARTMENT COORDINATORS\***  
**PUYALLUP SCHOOL DISTRICT**  
**2012-13**

<i>.77% of 1st cell in Appendix A (2010-11)*</i>	<b>\$ 267.44</b>					
	1st Year		2nd Year		3rd Year	
<b>HIGH SCHOOL (ERHS, RHS and PHS)</b>						
HS Art - Visual & Performing	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
HS Business & Mktg	3.0	\$802	4.0	\$1,070	4.5	\$1,203
HS Communications	3.0	\$802	4.0	\$1,070	4.5	\$1,203
HS Health	3.0	\$802	4.0	\$1,070	4.5	\$1,203
HS H & FL	3.0	\$802	4.0	\$1,070	4.5	\$1,203
HS LA	7.0	\$1,872	8.0	\$2,140	8.5	\$2,273
HS Math	7.0	\$1,872	8.0	\$2,140	8.5	\$2,273
HS PE	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
HS Science	7.0	\$1,872	8.0	\$2,140	8.5	\$2,273
HS Social Studies	7.0	\$1,872	8.0	\$2,140	8.5	\$2,273
HS Special Education	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
HS Technology	3.0	\$802	4.0	\$1,070	4.5	\$1,203
HS World Languages	3.0	\$802	4.0	\$1,070	4.5	\$1,203
<b>HIGH SCHOOL (WHS)</b>						
WHS Math	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
WHS Science	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
WHS LA	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
WHS Social Studies	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
<b>JUNIOR HIGH SCHOOL</b>						
JH Art - Visual & Performing	3.0	\$802	4.0	\$1,070	4.5	\$1,203
JH LA	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
JH Math	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
JH Science	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
JH PE	3.0	\$802	4.0	\$1,070	4.5	\$1,203
JH Social Studies	4.0	\$1,070	5.0	\$1,337	5.5	\$1,471
JH Special Education	3.0	\$802	4.0	\$1,070	4.5	\$1,203

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

*\*The base factor for this schedule shall be .77% of the 2010-11 BA-0 amount, until the current year's BA-0 amount exceeds the amount from 2010-11.*





**APPENDIX E:  
PUYALLUP SCHOOL DISTRICT  
Confidential Certificated Evaluation**

NAME \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

EMPLOYEE ID # \_\_\_\_\_

SCHOOL \_\_\_\_\_ GRADE OR SUBJECT \_\_\_\_\_

**MEETS EXPECTATIONS:** Performance meets that expected of a well-trained individual in this classification. (Comments required if requested by evaluator or evaluatee)

**NEEDS IMPROVEMENT:** Performance generally below expectations. (Comments and specific recommendations required.)

**DOES NOT MEET CRITERION:** (Comments and specific recommendations required.)

1. Professional Preparation and Scholarship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Knowledge of Subject Matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Instructional Skill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Classroom Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Handling of Student Discipline and Attendant Problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Interest in Teaching Pupils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Effort Toward Improvement When Needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check one:

- Short Form: Evaluator and Employee agree to a short form evaluation this school year.  
 Long Form: Comments and/or Recommendations are included on \_\_\_\_\_ attached pages.

**COMMENTS AND/OR RECOMMENDATIONS:**

1. PROFESSIONAL PREPARATION AND SCHOLARSHIP:

2. KNOWLEDGE OF SUBJECT MATTER:

3. INSTRUCTIONAL SKILL:

4. CLASSROOM MANAGEMENT:

5. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

6. INTEREST IN TEACHING PUPILS:

7. EFFORT TOWARD IMPROVEMENT WHEN NEEDED:

\* \_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Evaluator

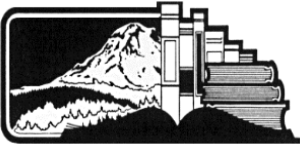
\_\_\_\_\_  
Evaluator's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* Signature acknowledges participation in, but not necessarily concurrence with, evaluation conference. Additional comments, and/or recommendations may be made by the evaluator on an attached sheet. The employee also may attach his own statement. The attachment of any comments or statement by either party shall be noted on the evaluation form and shall be signed by both parties.

Copy distribution: Personnel File  
Certificated Employee  
Principal or Director



**APPENDIX F:  
PUYALLUP SCHOOL DISTRICT  
Confidential Certificated ESA Evaluation**

**NAME** \_\_\_\_\_

**SCHOOL YEAR** \_\_\_\_\_

**EMPLOYEE ID #** \_\_\_\_\_

**SCHOOL** \_\_\_\_\_

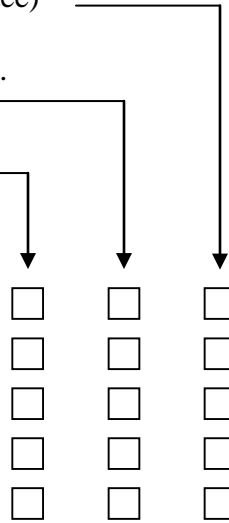
**GRADE OR SUBJECT** \_\_\_\_\_

**MEETS EXPECTATIONS:** Performance meets that expected of a well-trained individual in this classification. (Comments required if requested by evaluator or evaluatee)

**NEEDS IMPROVEMENT:** Performance generally below expectations. (Comments and specific recommendations required.)

**DOES NOT MEET CRITERION:** (Comments and specific recommendations required.)

1. Knowledge and Scholarship in Special Field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specialized Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Management of Special and Technical Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The Support Person as a Professional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Involvement in Assisting Pupils, Parents and Educational Personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Check one:

- Short Form: Evaluator and Employee agree to a short form evaluation this school year.
- Long Form: Comments and/or Recommendations are included on \_\_\_\_\_ attached pages.

**COMMENTS AND/OR RECOMMENDATIONS:**

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:

2. SPECIALIZED SKILLS:

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:

4. THE SUPPORT PERSON AS A PROFESSIONAL:

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL:

6. RECOMMENDATIONS:

\* \_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Evaluator's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* Signature acknowledges participation in, but not necessarily concurrence with, evaluation conference. Additional comments, and/or recommendations may be made by the evaluator on an attached sheet. The employee also may attach his own statement. The attachment of any comments or statement by either party shall be noted on the evaluation form and shall be signed by both parties.

Copy distribution: Personnel File  
Certificated Employee  
Principal or Director

## **APPENDIX G: YEARS OF EXPERIENCE PUYALLUP SCHOOL DISTRICT**

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

Professional education experience is limited to the following [WAC 392-121-245]:

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

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

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

### **NOTES:**

- Employment may be in Washington, out-of-state, or in a foreign country.
- Document years of experience in the employee's file on a letter or any other document that provides evidence of employment, including dates of employment [WAC 392-121-280(3)].
- Report all years of experience including those beyond the experience limit of the district's salary schedule [WAC 392-121-245].
- The traditional nine-month academic year is considered as one school year. Count no more than one year of experience for any twelve-month period [WAC 392-121-245].
- Accumulate full- and part-time employment to three decimals and report in tenths of school years [WAC 392-121-215] and [WAC 392-121-245].
- Report substitute days as part-time professional education employment. Calculate years of experience for substitute days, summer school and extended school year days by dividing the accumulated number of full-time days by 180 and rounding to the nearest tenth. Report partial substitute days as part-time professional education employment by dividing the part of the day worked by the full day as determined by the district and rounded to the nearest tenth of a day [WAC 392-121-245].

### **EXAMPLE**

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

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

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

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

**APPENDIX I-1: PROFESSIONAL GROWTH OPTION  
PUYALLUP SCHOOL DISTRICT  
PLANNING SHEET**

Certificated Staff Member: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Mentor/Colleague: \_\_\_\_\_ Site: \_\_\_\_\_

**1. Outline the goal(s):**

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**2. Processes/Procedures/Activities:**

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**3. Documentation/Evidence of Learning:**

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**4. How will the learning be shared? (Include the audience)**

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\_\_\_\_\_  
Certificated Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mentor/Colleague Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

*Original due to Human Resources by November 5th*



**APPENDIX I-2: PROFESSIONAL GROWTH OPTION  
 PUYALLUP SCHOOL DISTRICT  
 SUPERVISOR AND CERTIFICATED STAFF MEMBER  
 ACTIVITY CHECKLIST**



Certificated Staff Member: \_\_\_\_\_

Employee ID: \_\_\_\_\_

Supervisor: \_\_\_\_\_

School Year: \_\_\_\_\_

Site: \_\_\_\_\_

**Date**

**Procedures**

\_\_\_\_\_

1. Professional growth goals mutually developed with certificated staff member.

\_\_\_\_\_

2. Goal progress conference with certificated staff member.

\_\_\_\_\_

3. Informal classroom observation (minimum thirty (30) minutes).

\_\_\_\_\_

4. Goal progress conference with certificated staff member (after observation).

\_\_\_\_\_

5. Professional Growth Option Verification Sheet completed and conference held with certificated staff member by May 15.

\_\_\_\_\_

6. Verification Sheet submitted to Human Resources by May 20.

\_\_\_\_\_  
 Certificated Staff Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Supervisor Signature

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

*Original sent to Human Resources by May 20*

**APPENDIX I-3: PROFESSIONAL GROWTH OPTION  
PUYALLUP SCHOOL DISTRICT  
VERIFICATION SHEET**

Certificated Staff Member/Employee ID: \_\_\_\_\_ School Year: \_\_\_\_\_

Colleague (if applicable): \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Site: \_\_\_\_\_

**Describe the goal(s):** (list as identified on Planning Sheet)

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**Identify what was learned:**

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- Planning Sheet and activity checklist were completed.
- Thirty minute observation completed.
- Overall performance has been documented in accordance with statutory requirements.

Certificated Staff Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Original sent to Human Resources by May 20*