

COLLECTIVE BARGAINING AGREEMENT

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

SEPTEMBER 1, 2008 TO AUGUST 31, 2010

1 **TABLE OF CONTENTS**

2

3 **PART I - ADMINISTRATION**

4

5 **ARTICLE 1. ADMINISTRATION OF AGREEMENT**

6 Section 1.1 Recognition8

7 Section 1.2 Management Rights8

8 Section 1.3 Duration8

9 Section 1.4 Status of the Agreement.....9

10 Section 1.5 Savings Clause9

11 Section 1.6 Funding9

12 Section 1.7 Distribution9

13 Section 1.8 Subcontracting9

14

15 **ARTICLE 2. ASSOCIATION RIGHTS**

16 Section 2.1.1 Availability of Information9

17 Section 2.1.2 Labor Management Meetings9

18 Section 2.1.3 Electronic Communication10

19 Section 2.1.4 Orientation Meetings10

20 Section 2.1.5 Equipment Use.....10

21 Section 2.1.6 Access10

22 Section 2.2 Association Leave.....10

23 Section 2.3 Association Released Time.....11

24 Section 2.4.1 Dues Deductions11

25 Section 2.4.2 Representation Fee.....12

26 Section 2.4.3 Hold District Harmless12

27 Section 2.4.4 Other Deductions12

28

29 **ARTICLE 3. GRIEVANCE PROCEDURE**

30 Section 3.1 General.....13

31 Section 3.2 Definitions13

32 Section 3.3 Procedure13

33 Section 3.4 Representation15

34 Section 3.5 Supplemental Conditions16

35

36 **PART II – PERSONNEL**

37

38 **ARTICLE 4. INDIVIDUAL RIGHTS**

39 Section 4.1 Rights of Citizenship and Nondiscrimination.....16

40 Section 4.2 Just Cause17

41 Section 4.3 Right to Representation17

42 Section 4.4 Complaint Procedure17

43 Section 4.5 Administrative Leave.....17

44

45 **ARTICLE 5. STAFF PROTECTION**

46 Section 5.1 Coverage18

47 Section 5.2 Hold Harmless18

48 Section 5.3 Worker’s Compensation18

49 Section 5.4 Personal Property Insurance18

50 Section 5.5 Vehicle Damage Insurance18

51 Section 5.6 Assault18

1		
2	ARTICLE 6. TEACHING OF CONTROVERSIAL ISSUES.....	19
3		
4	ARTICLE 7. REASSIGNMENT/TRANSFER	
5	Section 7.1 Definitions	19
6	Section 7.2 Reassignment.....	19
7	Section 7.3 Involuntary Transfer	20
8	Section 7.4 Transfer	22
9	Section 7.5 Employees Returning From Leave	23
10	Section 7.6 Opening of New Schools	23
11	Section 7.7 Openings for Building Department Coordinators.....	23
12	Section 7.8 Administrative Openings	23
13	Section 7.9 Consensual Transfers	23
14	Section 7.10 Change of Room Assignment within a School	23
15		
16	ARTICLE 8. CONTRACT AND TRANSFER RELEASES	23
17		
18	ARTICLE 9. SALARY GUIDES	
19	Section 9.1 General.....	23
20	Section 9.2 Placement on Salary Schedule.....	24
21	Section 9.3 Salary Deductions and Payments.....	24
22	Section 9.4 Part Time Contracts	24
23	Section 9.5 Supplemental Contracts	25
24	Section 9.6 Mid-Contract Increase	25
25		
26	ARTICLE 10. INSURANCE BENEFITS	25
27		
28	ARTICLE 11. TRAVEL AND REIMBURSEMENT	
29	Section 11.1 Travel within the District.....	26
30	Section 11.2 Travel Outside of the District	26
31	Section 11.3 Reimbursement	26
32	Section 11.4 Learning Improvement Calendar Employee Travel	26
33		
34	ARTICLE 12. EVALUATION OF CERTIFICATED EMPLOYEES	
35	Section 12.1 General.....	26
36	Section 12.2 Responsibility for Evaluation	27
37	Section 12.3 Evaluation Criteria.....	27
38	Section 12.4 Observations	32
39	Section 12.5 Evaluations.....	33
40	Section 12.5.1 Short-Form Evaluation	33
41	Section 12.5.2 Professional Growth Option	34
42	Section 12.6 Transferred, Resigned or Terminated Employees	34
43	Section 12.7 Relationship to the Grievance Procedure.....	34
44		

1	ARTICLE 13. PROBATION	
2	Section 13.1 General.....	34
3	Section 13.2 Advisory Conference	34
4	Section 13.3 Establishment of Probationary Period	35
5	Section 13.4 Evaluation, Assistance and Recommendation.....	35
6	Section 13.5 Action by Superintendent	36
7		
8	ARTICLE 14. PERSONNEL FILES.....	36
9		
10	ARTICLE 15. PROFESSIONAL GROWTH AND LEAVE	
11	Section 15.1 General.....	36
12	Section 15.2 Professional Certification	37
13	Section 15.3 National Board Certification.....	37
14		
15	ARTICLE 16. LEAVES	
16	Section 16.1 Illness, Injury and Emergency Leave for All Certificated Employees.....	37
17	Section 16.1.1 Attendance Incentive Program.....	38
18	Section 16.2 Bereavement Leave.....	39
19	Section 16.3 Family Illness.....	39
20	Section 16.4 Discretionary Leave.....	39
21	Section 16.5 Family and Medical Leave (FMLA).....	40
22	Section 16.6 Long-Term General Leave.....	41
23	Section 16.7 Short-Term General Leaves of an Extraordinary Nature	42
24	Section 16.8.1 Pregnancy Disability Leave	42
25	Section 16.8.2 Adoption/Parental Leave	43
26	Section 16.9.1 Receiving Shared Leave	43
27	Section 16.9.2 Donating Shared Leave.....	44
28	Section 16.10 Jury Duty, Subpoena.....	45
29	Section 16.11 Public and Military Service Leave.....	45
30	Section 16.12 Fringe Benefits While on Leave	45
31	Section 16.13 Religious Observance	46
32		
33	ARTICLE 17. CALENDAR	
34	Section 17.1 Calendar	46
35	Section 17.2 Ramifications of Calendar	46
36		
37	ARTICLE 18. LENGTH OF WORK YEAR	
38	Section 18.1 Regular Work Year	46
39	Section 18.2 Responsibility Contract.....	46
40	Section 18.3 Supplemental Days	46
41	Section 18.4 Counselors	47
42	Section 18.4.1 Counselor Workload Stipends	47
43	Section 18.5 Learning Improvement Days (LID).....	48
44	Section 18.5.1 Purpose.....	48
45	Section 18.5.2 Definitions	49
46	Section 18.5.3 Allowable Activities	49
47	Section 18.5.4 LID Year	49

1		
2	ARTICLE 19. LENGTH OF WORK DAY	
3	Section 19.1 Contracted Day	49
4	Section 19.2 Payment for Work Beyond Contracted Day	49
5	Section 19.3 Non-Instructional Detention	50
6		
7	ARTICLE 20. RELEASE TIME AND PLANNING PERIODS	
8	Section 20.1 Elementary Supervision Duty	50
9	Section 20.2 Secondary Planning Time	50
10	Section 20.3 Elementary Planning Time	50
11	Section 20.4 Class Coverage and Loss of Planning Time	52
12	Section 20.5 Kindergarten Assessments	52
13	Section 20.6 Special Circumstances	53
14	Section 20.7 ESA Planning Time	53
15	Section 20.8.1. Senior High Athletic Coordinators	53
16	Section 20.8.2 Junior High Athletic Coordinator	53
17	Section 20.9 Exercise Programs for Staff.....	53
18	Section 20.10 English Teachers.....	53
19		
20	ARTICLE 21. LAYOFF AND RECALL	
21	Section 21.1 General.....	53
22	Section 21.2 Procedures for Staff Reduction.....	54
23		
24	ARTICLE 22. PROFESSIONAL RESPONSIBILITY	57
25		
26	ARTICLE 23. JOB SHARE	57
27		
28	ARTICLE 24. LEARNING IMPROVEMENT CALENDAR (LIC)	
29	COLLABORATION DAYS.....	57
30	Section 24.1 Part Time Employees LIC	58
31	Section 24.2 LIC Parameters	58
32	Section 24.3 Specific Requirements	59
33	Section 24.4 Elementary Level LIC	59
34	Section 24.4.1 Elementary LIC Conferences.....	60
35	Section 24.5 Secondary Level LIC	60
36	Section 24.6 ESAs and Specialists LIC	60
37		
38	PART III - INSTRUCTION	
39		
40	ARTICLE 25. CLASS SIZE	
41	Section 25.1 Class Size Goals.....	61
42	Section 25.2 Workload Relief.....	62
43	Section 25.3 Elementary Class Size Triggers.....	62
44	Section 25.4 Combination Classrooms.....	62
45	Section 25.5 Inclusion of Special Education Students	63
46	Section 25.6 Secondary Class Size Triggers	63
47		
48	ARTICLE 26. STUDENT LEARNING PLANS	64

1		
2	ARTICLE 27. SPECIAL SERVICES	
3	Section 27.1 General.....	64
4	Section 27.2 Special Education Extra Supplemental Days.....	65
5	Section 27.3 Class Balance/Work Load/Case Load	65
6	Section 27.4 Determining Special Service Delivery Models	66
7	Section 27.5 Review of IEP Program/Placement	66
8	Section 27.6 Students with Health Conditions	66
9	Section 27.7 Special Education Student Information	66
10	Section 27.8 General Education Role as it Relates to Meeting the Needs	
11	of Students Receiving Special Education Services.....	66
12	Section 27.9 Special Services-Professional Development.....	67
13		
14	ARTICLE 28. PARA EDUCATORS	67
15		
16	ARTICLE 29. BUILDING STANDARDS	68
17		
18	ARTICLE 30. STUDENT DISCIPLINE, SAFETY AND SECURITY OF	
19	STUDENTS AND STAFF	
20	Section 30.1 No Tolerance Policy	69
21	Section 30.2 Prohibition of Weapons and Assaultive Behavior.....	69
22	Section 30.3 Assistance and Support.....	69
23	Section 30.4 Class Exclusion.....	70
24	Section 30.5 Disciplinary Standards.....	70
25	Section 30.6 Disruptive Students.....	70
26		
27	ARTICLE 31. SAFE WORKING CONDITIONS	70
28		
29	ARTICLE 32. DISTRICTWIDE COMMITTEES	
30	Section 32.1 Instructional Program	71
31	Section 32.2 Other Committees	71
32	Section 32.3 Composition.....	71
33		
34	ARTICLE 33. STUDENT TEACHERS	71
35		
36	ARTICLE 34. GRADING STANDARDS	71
37		
38	PART IV - SUBSTITUTES	
39		
40	ARTICLE 35. SUBSTITUTES	
41	Section 35.1 Application of Agreement	72
42	Section 35.2 Job Assignments	72
43	Section 35.3 Job Exclusion.....	72
44	Section 35.4 Compensation	73
45	Section 35.5. Long Term Assignments.....	73
46	Section 35.6 Length of Work Day	73
47	Section 35.7 Information Access.....	73
48	Section 35.8 Required Training Support	73
49	Section 35.9 Senior Substitutes	74
50	Section 35.10 Health Care Benefits.....	74
51	Section 35.11 Employment Interviews.....	75
52		

PART V - MISCELLANEOUS

ARTICLE 36. SITE-BASED DECISION MAKING.....75

ARTICLE 37. TEACHER ASSISTANCE PROGRAM75

MEMORANDUMS OF AGREEMENT:

- Employees on Special Assignments77
- Evaluation - Professional Growth Option.....77
- Domestic Partner Insurance Benefits.....77
- Class Sizes77
- 2008-09 Teacher Access Center (TAC) Support Plan.....78

SCHEDULE A:

- 2008-09 Salaries79
- 2008-09 TRI.....81
- 2009-10 TRI.....82

SCHEDULE B: ADDITIONAL ASSIGNMENT SCHEDULE83

APPENDIX C: BUILDING STIPENDS84

SCHEDULE D: BUILDING DEPARTMENT COORDINATORS85

APPENDIX E1: 2008-09 ELEMENTARY STUDENT CALENDAR.....86

APPENDIX E2: 2008-09 SECONDARY STUDENT CALENDAR.....87

APPENDIX F: EVALUATION FORM88

APPENDIX G: ESA EVALUATION FORM90

APPENDIX H: YEARS OF EXPERIENCE92

APPENDIX I: JOB SHARE GUIDELINES93

APPENDIX J1: 2008-09 LEARNING IMPROVEMENT CALENDAR (LIC)95

COLLECTIVE BARGAINING AGREEMENT

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

6
7 Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied
8 so as to adversely affect current individual salaries and employee benefits or other provisions which have
9 heretofore been recognized, practiced or accorded by the District.

10 11 **Section 1.6 Funding**

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

18 19 **Section 1.7 Distribution**

20 Copies of this Agreement shall be printed by the District, made available to prospective certificated
21 employees, posted on the District website, and distributed to certificated employees within sixty (60) days
22 of contract ratification and Board approval. In addition, fifty (50) copies shall be provided to the
23 Association. Upon hiring, the district shall provide each new certificated employee with a copy of the
24 Collective Bargaining Agreement.

25 26 **Section 1.8 Subcontracting**

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

31 32 33 **ARTICLE 2. ASSOCIATION RIGHTS**

34 35 **Section 2.1 Cooperation**

36 37 **Section 2.1.1 Availability of Information**

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

41 42 **Section 2.1.2 Labor Management Meetings**

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

45 46 47 48 49 50 **Section 2.1.3 Electronic Communication**

1 All certificated employees, including the Association President, shall be provided with email
2 addresses. The President's email address shall be made available to all certificated staff and the
3 Association President shall be included on the "All-District" email communications lists. Members of
4 the Association shall be permitted to use the District email communications system to conduct
5 Association business. District email shall not be used by the Association for the purpose of advocating
6 for specific political action, work stoppage or other communication use prohibited by law.

7
8 **Section 2.1.4 Orientation Meetings**

9 An opportunity shall be provided for Association representatives to participate in orientation meetings
10 for new certificated employees including substitutes.

11
12 **Section 2.1.5 Equipment Use**

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

16
17 **Section 2.1.6 Access**

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

23
24 **Section 2.2 Association Leave**

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

- 34
35 A. District-scheduled meetings such as grievance processing shall not be billed.
36
37 B. Professional meetings affecting employer/employee relationships shall be billed at the cost of
38 the substitute including the hourly rate, employer FICA costs, Workman's Compensation and
39 retirement compensation if applicable.
40
41 C. Employee interest activities such as lobbying and Association training sessions shall be
42 billed to provide full reimbursement to the District for salaries and employer costs paid.
43

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

48
49 **Section 2.3 Association Released Time**

50 In order to provide proper representation of members of the bargaining unit, the Association President shall
51 be released up to full-time from regular employment to perform Association duties, to conduct Association

1 business and/or to confer with the District or its representatives. The Association shall request released
2 time, if any, thirty (30) days prior to the end of the semester preceding the one for which the leave is sought,
3 except in cases where such notice is not possible.
4

5 If the Association President remains a part-time employee, he/she will receive full salary and benefits as
6 though employed full-time. However, the Puyallup Education Association will reimburse the Puyallup
7 School District for the difference between what the Association President would have received as a part-
8 time employee and the amount the Puyallup School District actually pays in compensations and benefits,
9 except as specified below in items one through four.
10

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

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

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

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

36 **Section 2.4 Payroll Deductions**

37 **Section 2.4.1 Dues Deductions**

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

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 RCW 41.59.
9
- 10 B. All certificated employees hired after August 23, 1979, shall become a member of the
11 Association, or alternatively, have deducted from his/her salary a representation fee
12 equivalent to the Association dues required for membership, as a condition of employment.
13
- 14 C. Certificated employees who were in the employ of the District and not a member of the
15 Association on August 23, 1979, and who notified the Association and the District within the
16 prescribed ten (10) day period that they did not desire to become a member of the
17 Association or pay a representation fee shall not be required to maintain membership in the
18 Association or to pay a representation fee as a condition of employment during the life of
19 this Agreement.
20
- 21 D. A certificated employee who objects to the payment of representation fees based on bona
22 fide religious tenets or teachings of a church or religious body of which said employee is a
23 member, shall have deducted from his/her salary an amount equivalent to the representation
24 fee, which shall be transmitted to a charitable organization mutually agreed to by such
25 employee and the Association. If the employee and the Association are unable to agree on a
26 charitable organization, the organization shall be determined by the Public Employment
27 Relations Commission (PERC), provided that such organization shall not be the church or
28 religious body described above. The District shall send the Association verification of such
29 transmittal.
30
- 31 E. Representation fees shall be deducted from employee's salaries in the same manner as
32 Association dues and shall be transmitted to the Association. A suitable record keeping
33 system for application, deduction, payment, transmittal, etc. of representation fees shall be
34 developed jointly by appropriate representatives of the Association and the District.
35
- 36 F. The Association, solely, shall assume the responsibility of providing such notification as it
37 seems appropriate to bargaining unit members affected by these representation fee provisions
38 and shall also provide a copy of said notification to the District.
39

40 **Section 2.4.3 Hold District Harmless**

41 The District shall be held harmless by the Association, including reasonable attorney fees for any
42 attorney mutually approved by the Association and the District, for compliance with, deduction of dues,
43 fees, assessments, and collection of representation fees.
44

45 **Section 2.4.4 Other Deductions**

46 The District shall, upon receipt or authorization from a certificated employee, deduct from said
47 employee's salary and make appropriate remittance for medical plans, tax-sheltered annuities, salary
48 insurance, United Way, savings plans, or any other plans or programs jointly approved for deduction by
49 the Association and the District.
50
51

1 **ARTICLE 3. GRIEVANCE PROCEDURE**

2
3 **Section 3.1 General**

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

8
9 **Section 3.2 Definitions**

- 10 A. A "grievant" shall mean a certificated employee(s) or the Association.
- 11
- 12 B. A "grievance" shall mean a claim by a grievant that there exists a violation, misinterpretation
13 or misapplication by the District of a specific provision of the Collective Bargaining
14 Agreement, or any other written agreement between the Association and the District. In the
15 case of a grievance filed by the Association, the Association shall state the specific
16 instance(s) or circumstance(s) which precipitates said grievance.
- 17
- 18 C. "Days" shall mean school days during the period September 1 through May 30 and all
19 weekdays during the remainder of the year.
- 20
- 21 D. "Time Limits": If the stipulated time limits are not met by the District, the grievant shall have
22 the right to appeal the grievance to the next step. If the stipulated time limits are not met by
23 the grievant, the grievance is deemed satisfied and may not be appealed further. The parties
24 involved may by mutual written agreement, modify any time limits contained in the
25 procedure. The District and the Association shall receive copies of such agreements.

26
27 **Section 3.3 Procedure**

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

- 30
- 31 Step 1. The District and the Association acknowledge and the parties involved are advised that it is
32 desirable for a certificated employee and the appropriate administrator to resolve problems
33 through free and informal communications. If an employee chooses to meet informally with
34 his/her supervisor, s/he may have a representative join him/her at any grievance meeting.
35 Every effort shall be made to resolve the grievance at this level. An employee must notify
36 his/her immediate supervisor of a grievance within thirty (30) days of his/her knowledge of
37 a disagreement or violation of the contract, or the incident will be considered invalid and
38 subject to no further process.
- 39
- 40 Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1 it may be
41 presented as a written grievance by the grievant and/or his/her designated association
42 representative, to the appropriate administrator within ten (10) days following the
43 supervisor's response to the informal meeting. The grievance shall state the fact(s) upon
44 which it is based, the issue involved, any Agreement provisions allegedly violated, and the
45 relief sought. The appropriate administrator shall arrange for a meeting with the grievant
46 through the designated association representative within five (5) days after receipt of the
47 written grievance. The date, time, and location of the meeting shall be mutually agreeable to
48 all parties. Within ten (10) days after the meeting between the parties involved, the
49 appropriate administrator shall provide the grievant and the association representative with a
50 written response. Such response shall include the reason(s) for the decision.

1 Step 3. If the grievant is not satisfied with the disposition of the grievance at Step 2, the decision
2 may be appealed to the Superintendent or designated representative within ten (10) days of
3 the receipt of the written response. The Superintendent or designated representative shall
4 arrange for a hearing with the grievant through the association representative within five (5)
5 days of receipt of the written appeal. The hearing date, time, and location shall be mutually
6 agreeable to all parties. Upon conclusion of the hearing, the Superintendent or designated
7 representative shall within ten (10) days, provide the grievant and the association
8 representative with a written response. Such response shall include the reason(s) for the
9 decision.

10
11 Step 4. Arbitration:

12
13 A. General. Any grievance which pertains to the Collective Bargaining Agreement or
14 other written agreements between the District and the Association may be presented
15 to the Association for submission in binding arbitration if the grievant is not satisfied
16 with the disposition at Step 3. Such request shall be presented in writing to the
17 Association within five (5) days of receipt of the written response at Step 3. If the
18 Association determines that the grievance involves an alleged violation,
19 misinterpretation, or misapplication by the District of a specific provision of the
20 Collective Bargaining Agreement or other written agreements, the Association may,
21 by written notice to the Superintendent presented within fifteen (15) days after receipt
22 of the request at Step 4, submit the grievance to binding arbitration. If any questions
23 arise as to the arbitrability of the grievance, such questions shall first be ruled on by
24 the arbitrator selected to hear the grievance.

25
26 The arbitrator shall be without power or authority to rule on any of the following
27 conditions:

- 28
29 1. The termination of services or failure to reemploy any provisional employee.
30
31 2. The content of an employee's evaluation or of an administrator's report
32 pursuant to evaluation or probation, except for any procedural requirements
33 which may affect such content.
34
35 3. Any matter involving non-renewal, discharge, or probation, where other
36 remedy is provided by law.

37
38 B. Procedure. The following procedures shall be followed in processing arbitrable
39 grievances.

- 40
41 1. Within ten (10) days after written notice of submission to binding arbitration,
42 the District and the Association shall seek agreement upon a mutually
43 acceptable arbitrator who will serve. If the District and the Association are
44 unable to agree upon or get commitment to serve from an arbitrator within the
45 ten (10) day period, a request for a list of arbitrators shall be made by the
46 Association to either the Federal Mediation and Conciliation Service (FMCS)
47 or the American Arbitration Association (AAA). Upon receipt of the list, the
48 parties shall individually strike the names on the list they find unacceptable,
49 number the remaining names in order of preference, and return the list to the
50 selected agency within ten (10) calendar days. The parties involved and the

1 arbitrator shall be bound by the rules and procedures of the selected agency,
2 except as provided below.
3

- 4 2. Neither party shall be permitted to assert in the arbitration proceedings any
5 evidence which was not submitted to the other party before the completion of
6 Step 3.
7
- 8 3. The arbitrator selected shall confer with the Superintendent or designated
9 representative and the Association and hold hearings promptly, and shall issue
10 the decision not later than thirty (30) days from the date of the close of the
11 hearings, or if oral hearings have been waived, then from the date the final
12 statements and proofs are submitted. The arbitrator's decision shall be in
13 writing and shall set forth his findings of fact, reasoning, and conclusions on
14 the issues submitted. The arbitrator shall be without power or authority to
15 make any decisions which require the commission of an act prohibited by law
16 or which is in violation of the terms of written agreement between the
17 Association and the District. The decisions of the arbitrator shall be
18 submitted to the District and the Association and shall be final and binding on
19 both parties.
20
- 21 4. The cost for the service of the arbitrator, including per diem expenses, if any,
22 travel and subsistence expenses, and cost of any hearing room shall be borne
23 equally by the District and the Association. All other costs shall be by the
24 party incurring them except as provided herein.
25

26 **Section 3.4 Representation.**

- 27 A. The District recognizes the Association as the sole and exclusive grievance representative for
28 all certificated employees represented by the Association. The grievant may, at the grievant's
29 option, request the assignment of an Association Representative during formal grievance
30 proceedings. The Association may investigate grievances at any level.
31
- 32 B. If in the judgment of the Association, a grievance affects a group of certificated employees or
33 the Association, or if the grievance involves more than one supervisor or an administrator
34 above the building level, the grievance may be filed at step 2 directly with the Assistant
35 Superintendent of Human Resources who will assign the grievance to the appropriate
36 administrator.
37
- 38 C. The parties involved may include in the proceedings such witnesses as they deem necessary
39 to develop facts relevant to the grievance.
40
- 41 D. Nothing herein shall be construed as limiting the right of any certificated employee having
42 filed a formal grievance, to have the problems adjusted without the intervention of the
43 Association provided that: (1) the Association shall be notified of the scheduled meetings;
44 (2) the Association shall be permitted to send a representative to scheduled meetings and
45 may offer an opinion pertinent to the grievance; and (3) the Association shall be notified in
46 writing of the disposition of the grievance. Such notification shall include the reason(s) for
47 the decision.
48
- 49 E. The Association on its own may continue any grievance filed and later dropped by a
50 grievant, provided that the grievance involves the application or interpretation of the

1 Collective Bargaining Agreement, or any other agreement between the Association and the
2 District, and the Association exercises this option within ten (10) days.

- 3
4 F. Resolution of grievance shall be consistent with agreements between the District and the
5 Association, and the grievance procedure shall not be used for the purpose of creating new
6 agreements between the District and the Association.

7
8 **Section 3.5 Supplemental Conditions**

- 9 A. All individuals who might possibly contribute to the acceptable adjustment of a grievance are
10 urged to provide any relevant information that they may have to the grievant or the District at
11 the earliest possible time.
- 12
13 B. The grievant, District, and Association shall cooperate in the investigation of any grievance
14 and shall furnish such information as is required for the processing of any grievance.
- 15
16 C. No reprisal will follow any involvement in this grievance procedure.
- 17
18 D. Should the mutually established meetings related to the investigation or processing of any
19 grievance require that a grievant or an Association representative be released from his/her
20 regular assignment, the release shall be without loss of pay or benefits. Substitute costs shall
21 be borne by the District.
- 22
23 E. All documents, communications, and records dealing with the processing of a grievance shall
24 be filed separately from the personnel files of the participants.
- 25
26 F. The Association and the District recognize that confidentiality and good faith are key
27 elements to a successful grievance procedure. Accordingly, both pledge themselves to
28 participate in good faith in the execution of this procedure, and to hold all matters pertaining
29 thereto in confidence and to admonish and require all parties involved to limit the number of
30 additional persons knowing of the grievance to those necessary to a successful resolution
31 and/or implementation.
- 32
33

34 **PART II – PERSONNEL**

35
36 **ARTICLE 4. INDIVIDUAL RIGHTS**

37
38 **Section 4.1 Rights of Citizenship and Nondiscrimination**

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

45
46 The private and personal life of any certificated employee shall not be within the concern of the
47 Superintendent unless there is actual, probable, or potential adverse effect on the duties and responsibilities
48 of the employee.

49
50
51 **Section 4.2 Just Cause**

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

7 8 **Section 4.3 Right to Representation**

9 In accordance with the law, all employees have the right to Association representation at any meeting they
10 reasonably believe could lead to disciplinary action. All employees have the right to stop any such meeting
11 to obtain such representation. The specific grounds forming the basis for disciplinary action shall be made
12 available to the certificated employee and to the Association in writing, if requested. In the event that an
13 allegation of misconduct is investigated and not supported by the available evidence, such records shall be
14 retained in the District to substantiate that a thorough investigation was conducted and concluded.

15 16 **Section 4.4 Complaint Procedure**

17 Any complaint or accusation made against a certificated employee which could result in disciplinary action
18 or have an adverse impact on the employee's evaluation will be promptly called to the attention of the
19 employee, within fifteen (15) school days. The certificated employee will be told the substance of the
20 complaint/accusation and the source. The possible options for handling said complaint/accusation will be
21 discussed between the certificated employee and the administrator receiving the complaint. Normally, the
22 certificated employee and complainant will be encouraged to attempt to resolve the complaint/accusation
23 informally; however, there may be circumstances where such an approach would not be productive. After
24 the certificated employee has discussed the concern with the administrator receiving the complaint, the
25 employee shall have the right to have an Association representative present at any formal meeting held
26 where the employee and the complainant are in attendance.

27
28 Any complaint or accusation not called to the attention of the certificated employee may not be used as the
29 basis for any disciplinary action or adverse evaluation against the certificated employee. A
30 complaint/accusation of which the employee has knowledge may be incorporated into an evaluation
31 provided the reference shall be specific in nature and opportunities to resolve the complaint are verified.

32 33 **Section 4.5 Administrative Leave**

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

38
39 When circumstances allow, the employee shall be notified of the decision to place him/her on administrative
40 leave in a respectful and discrete manner, preferably at the end of the employee's work day in a private
41 setting.

42
43 The employee shall be notified in writing of the specific complaint or allegation to be investigated as soon
44 thereafter as possible. Investigations shall be conducted as quickly as possible. Administrative leave is not
45 considered disciplinary.

1 **ARTICLE 5. STAFF PROTECTION**

2
3 **Section 5.1 Coverage**

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

7
8 **Section 5.2 Hold Harmless**

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

14
15 **Section 5.3 Worker's Compensation**

16 Certificated employees covered by Worker's Compensation and State Industrial Insurance laws shall, upon
17 loss of time due to a job-related injury or illness, and after establishment of eligibility for such benefits,
18 have the option to be paid their regular sick leave rather than receive compensation from the ESD 121
19 Worker's Compensation Co-op Trust, of which the District is a member. Determination of illness or injury
20 shall be made using the rules of the Washington State Department of Labor and Industries. Provided further
21 that if the employee has exhausted all sick leave prior to the effective date of the beginning of the Worker's
22 Compensation eligibility, the District will provide up to three additional days of leave or whatever portion
23 thereof is needed. Additionally, the District will pay the medical insurance premiums for the balance of the
24 school year for an employee eligible for Worker's Compensation who has exhausted all sick leave.

25
26 **Section 5.4 Personal Property Insurance**

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

35
36 **Section 5.5 Vehicle Damage Insurance**

37 Damage to a vehicle parked in the school setting shall be covered by the individual's insurance policy. All
38 damage due to acts of God are the employee's responsibility. However, when an employee's vehicle is
39 damaged in a school setting by vandalism, or is accidentally damaged by a student, the District will
40 reimburse the amount of the employee's deductible to a maximum of \$500. Employees who have vehicles
41 which are not covered by insurance shall receive the same benefit. Damage to an employee's vehicle by the
42 District, or as the result of a District action, will be fully covered by the District. Vehicles need not be listed
43 with the principal.

44
45 **Section 5.6 Assault**

46 Any case of assault, arising out of an employment related situation, upon a certificated employee shall be
47 promptly reported to the District. The District shall render assistance to the certificated employee in
48 connection with handling of the incident by law enforcement and judicial authorities. This paragraph does
49 not apply to civil litigation instituted by the certificated employee.

50
51 **ARTICLE 6. TEACHING OF CONTROVERSIAL ISSUES**

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

5
6 Consistent with accepted professional standards and practices, all pupils shall have an opportunity to learn
7 and certificated employees to teach, relevant to the course content; to find facts; to collect factual materials;
8 to organize factual materials; to interpret factual materials; to examine attitudes; survey prejudices, note
9 appeals, rethink assumptions, and to consider what ought to be as well as what is; and to generalize upon the
10 basis of this material.

11
12 No certificated employee shall use his/her position to propagandize in the interests of any religious, social,
13 economic or political creed. The techniques of dealing with controversial issues are the most valuable
14 outcomes of those classes and include an ability to collect information, to refrain from passing judgments
15 before sufficient facts have been secured upon which to base these judgments, to organize materials, to seek
16 relationships, and to draw inferences and conclusions. Every certificated employee shall have the right to
17 express personal views on controversial subjects, as long as other views/perspectives are also presented. No
18 certificated employee shall express personal views at a time, or in a manner that would interfere with the
19 achievement of these outcomes or would condition the thinking of the pupil upon the controversial issues
20 under consideration before that pupil has basic facts.

21 **ARTICLE 7. REASSIGNMENT/TRANSFER**

22 **Section 7.1 Definitions**

23
24
25
26 Vacancy: Shall be defined as a new position or a position vacated and available through resignation,
27 termination or retirement.

28
29 Length of Service: Shall be defined in this Article only as the number of years of experience in the
30 Puyallup School District, and part-years shall be calculated as they are for the S-275 Form.

31
32 Tie Breaker: In the event ties exist in number of years in the District, the employee(s) having the
33 highest number of college or university credits beyond the B.A. Degree earned by September 1, and
34 as documented in the Human Resources Office by October 1 of the current school year, shall have
35 preference. If ties remain, the employee(s) to be retained shall be determined by lot.

36
37 Core/Lead Team: Shall be defined as employees representative of grade levels and subject areas,
38 serving as the planning faculty for a new school.

39
40 Position: An assignment associated with a particular building or with particular building(s), and
41 specifically connected to a grade level, secondary department, a District special program, or a
42 related services program.

43 **Section 7.2 Reassignment**

44
45 Reassignment shall mean a shift of an employee from one department or grade level to another within a
46 building different from that of the previous school year, but not merely a change in the number of sections
47 in each department. In the case of related services itinerant staff or special program staff (as defined in
48 Section 7.3.1), a reassignment shall mean a change in locations where an employee will provide a District
49 program function.

50 **Section 7.2.1**

1 Vacancies shall first be filled by reassignment where possible. Length of service shall be the
2 determining factor when two or more employees are substantially equal in regards to the following:
3 area of experience; expressed interest of the employee; certification, including level of endorsement;
4 academic majors and minors or subject area endorsement; and program considerations.
5

6 **Section 7.2.2**

7 Reassignments shall be made only for valid educational reasons. These reasons shall be shared with
8 the employee at the time of reassignment. If the educational reasons provided to the employee are
9 considered unacceptable, it can be challenged through the grievance procedure.
10

11 The term “valid educational reason” is defined as an authentic rationale directly related to improving
12 student learning, as distinguished from one that is arbitrary, capricious, or based on personality, race,
13 religion, creed, gender or other irrelevant factors.
14

15 **Section 7.2.3**

16 If a reassignment would result in an identified increase in the work year for an employee, said
17 position must be made available to employees through the voluntary transfer process.
18

19 **Section 7.2.4**

20 A reassignment shall not result in an employee being moved from one educational program to
21 another (i.e. K-6 teacher to related services, secondary teaching staff to a K-6 teaching position,
22 related services staff to a special program position, etc.).
23

24 **Section 7.3 Involuntary Transfer**

25 An involuntary transfer shall mean a transfer necessitated by an elimination or reduction in program,
26 declining student enrollment, closure of schools, changes in school boundaries or reduction in staffing ratio.
27

28 **Section 7.3.1**

29 Involuntary transferees will be identified in the following manner:
30

- 31 A. The elementary school (K-6), secondary department, special programs or related services
32 area in which the involuntary transfer must occur will be identified. Special programs shall
33 include: library, full-day Kindergarten, guidance, elementary physical education, music,
34 special education, vocational education, remediation, AVID, QUEST and PAGE. Related
35 services shall include: occupational therapists, physical therapists, speech and language
36 pathologists, nurses, psychologists and behavioral specialists.
37
- 38 B. Prior to designating involuntary transfers within the building, special program, or related
39 service area, the Principal or immediate supervisor will solicit requests from those within the
40 affected program or building willing to be designated as the involuntary transferee. It is
41 recognized by the parties, that identifying involuntaries is not the most desirable method of
42 changing staffing needs; therefore, it will be used only when voluntary methods do not
43 accomplish the required changes.
44
- 45 C. If no employee volunteers, the employee in the affected elementary, secondary department,
46 program or related service area with the least length of service in the District will be
47 identified as the involuntary transferee. However, in a secondary school, if the affected
48 employee has a critical assignment(s) (activities, athletics or academics) and no other
49 qualified employee is willing to accept the assignment(s), that employee may be by-passed
50 for involuntary transfer. In any given school year, one such employee may be by-passed per
51 school.
52

- 1 D. No later than May 1 of each year, employees who have been identified as involuntary
2 transferees will be notified in writing of their transfer and the reasons therefore. If the
3 District cannot reasonably calculate its staffing because of the State Legislature's failure to
4 act upon a K-12 budget, the parties to this Agreement will mutually agree to a reasonable
5 extension of the involuntary notification timeline.
6
- 7 E. If during the fall of the subsequent school year, a school is determined to be overstaffed, the
8 building administrator will identify the involuntary transferee utilizing the aforementioned
9 process. If this occurs, the involuntary transferee will be transferred to a different building or
10 site; however, he/she will have the option of being declared an involuntary transferee the
11 following spring and being accorded all the rights thereof. Said involuntary transferee must
12 notify the Human Resources Office by April 15 if he/she decides to exercise this option.
13
- 14 F. When an involuntary transfer occurs during the school year, up to three (3) days of release
15 time shall be given to the affected teacher in order to complete the move and become
16 oriented to the new building or site. Outside the school year, when an employee is
17 involuntarily transferred from one school to another, the employees will receive up to eight
18 (8) hours of pay at the professional rate in order to complete the move and become orientated
19 to the new building. The District shall provide assistance as needed in moving equipment and
20 materials.
21
- 22 G. When an employee is involuntarily transferred to a new subject area, grade level, special
23 program or service area, appropriate observations of other employees will be arranged.
24
- 25 H. In instances where teaching positions within a building are combined or where declining
26 enrollment in separate buildings causes the combining of teaching positions, the principal
27 and the employees involved who are qualified to meet the identified instructional needs will
28 attempt to arrive at a mutually acceptable identification of who will fill the respective
29 positions. If the employees cannot agree, the employee with the greatest length of service in
30 the District will be given his/her choice of the remaining position(s) or of being identified as
31 an involuntary transferee. The aforementioned process will be followed going from the most
32 senior to the least senior employee, until no positions remain. In the case where none of the
33 employees involved are interested in the remaining positions, said positions shall be awarded
34 to the employee(s) with the least length of service in the District.
35

36 **Section 7.3.2**

37 When involuntary transfers occur, employees who are involuntarily transferred will select a position
38 for which they are qualified from a list of vacant positions. If there is no position available at that
39 time, they will be placed in a position for which they are qualified when one becomes available.
40 Selection of positions shall be done in seniority order. In either case, involuntary transferees shall be
41 placed prior to other employees in filling vacancies, except in the opening of new schools.
42

43 **Section 7.3.3**

44 Due to the fluctuation in enrollment associated with the Kindergarten program, Kindergarten
45 teachers who have been involuntarily transferred shall have the option to transfer back to their
46 previous Kindergarten position should it become available by the end of the third week in August.
47
48
49

50 **Section 7.3.4**

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

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

7
8 Prior to providing notice to the employee of the District's intention to implement such involuntary
9 transfers above, the District and the Puyallup Education Association will meet and discuss the
10 circumstances of, and necessity for, the proposed transfer.

11
12 An Association Representative may make a request to the District in writing that an employee be
13 transferred. Such written request shall include the reason(s) for the transfer. The District and the
14 Association will meet and discuss the reasons for the request.

15 16 **Section 7.4 Transfer**

17 Transfer shall be defined as change from a position in one building to another, or from a position in one
18 District special program to another position, or from one related services program to another position.
19 Employees may transfer through August 31.

20 21 **Section 7.4.1**

22 Prior to positions being filled through the transfer process, the District may fill ten (10) positions
23 with external applicants and shall inform the Association when requested.

24 25 **Section 7.4.2**

26 During the month of February, continuing contracted employees may apply for a transfer to another
27 building or special or related services program by filling out the online Human Resources Transfer
28 Request form. Continuing contracted employees may apply for a transfer to another building or
29 special or related services program by indicating the school(s) or special or related services
30 program(s) to which they wish to transfer and the subject area(s) and/or grade level they would like
31 to teach. Such preferences shall be listed in priority order. As positions become open, the names of
32 employees who have indicated an interest will be submitted to the building(s) or program(s).
33 Positions being filled will be listed on the District website. If an employee accepts any position or
34 declines his/her first choice, he/she is removed from consideration for other positions. Employees
35 may add to or change their request form at any time if they have not yet accepted or declined a
36 position.

37
38 Applicants will be interviewed for the position if they meet the following criteria: areas of
39 experience, interest in the position, certification (including level of endorsement), length of service,
40 academic majors and minors or subject area endorsement, and valid educational reasons. Principals
41 or immediate supervisors may prescreen applicants. If candidates are substantially equal in the
42 aforementioned criteria, principals or immediate supervisors shall only have to interview the three
43 most senior candidates. If the candidates are nearly equal, the candidate who has the greater length
44 of service in the District will be awarded the position. Applicants for transfer will be advised of the
45 selection decision within seven (7) calendar days.

46 47 48 49 **Section 7.5 Employees Returning From Leave**

50 Leave returnees not guaranteed their former position shall be placed into a position for which they are
51 qualified when one is identified.

1
2 **Section 7.6 Opening of New Schools**

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

7
8 **Section 7.7 Openings for Building Department Coordinators**

9 At the building level, Department Coordinators shall be selected by the building administrator with input
10 from members of the Department.

11
12 **Section 7.8 Administrative Openings**

13 All administrative and supervisory vacancies shall be announced to the certificated employees when
14 notification is sent to any placement bureaus.

15
16 **Section 7.9 Consensual Transfers**

17 At any time upon agreement by and between the affected administrator(s), one or more employees and the
18 Association, employees may transfer to a different position for one year, or on a permanent basis for the
19 benefit of the employee, a program, a school, or other District needs.

20
21 **Section 7.10 Change of Room Assignment within a School**

22 When an employee is required to change rooms within the same school, the employees will receive up to
23 four (4) hours of pay at the professional rate in order to complete the move to the new room.

24
25
26 **ARTICLE 8. CONTRACT AND TRANSFER RELEASES**

27
28 **Section 8.1 Release from Contract**

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

- 31
- 32 A. A letter of resignation must be submitted to the Superintendent's Office.
 - 33
 - 34 B. A release from contract, prior to July 1, shall be granted provided a letter of resignation is
35 submitted prior to that date.
 - 36
 - 37 C. A release from contract shall be granted after July 1 provided a qualified replacement,
38 satisfactory to the District, can be obtained.
 - 39
 - 40 D. A release from contract shall be granted upon the teacher's request in case of illness or other
41 personal matters which make it impossible for the teacher to continue in the District.
 - 42

43
44 **ARTICLE 9. SALARY GUIDES**

45
46 **Section 9.1 General**

47 The purpose of the District Salary Schedule shall be to secure new certificated employees who are
48 personally competent and professionally well prepared, encourage the professional growth of certificated
49 employees while in service, and retain the most competent certificated employees in the school system. The
50 salary schedules are presented in Appendix A, and will include all monies distributed from the state
51 allocation model (SAM).

1 **Section 9.2 Placement on Salary Schedule**

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

11
12 **Section 9.3 Salary Deductions and Payments**

- 13 A. Salary Deductions for Absences. In case of absence other than those covered in Approved
14 Leave Policies, the salary deduction shall be one full day's pay in accordance with the
15 contracted days of employment.
- 16
17 B. Payment of Salary Warrant. Payment of salary warrants shall be on the last business day of
18 each month. Upon the certificated employee's appropriate written instructions, warrants shall
19 be held at the Education Service Center to be picked up by the certificated employee. In the
20 absence of such written instruction, or in the event the warrant being held at the Education
21 Service Center for pickup is not so claimed within a one (1) week period, the warrant shall be
22 mailed to the certificated employee's address of record.
- 23
24 C. Early Payout. Upon application, certificated employees retiring from the teaching profession
25 shall receive the balance of their salary payments on the June payday during the year in
26 which they leave. The District may elect to pay off any other certificated employee(s) at the
27 time he/she leaves the District. All deductions due for the remainder of the year for which
28 this salary is paid shall be made at this time and appropriately transmitted by the District,
29 along with fringe benefits due for this time period. At the request of the employee, the
30 District shall continue to deduct insurance contributions due for the months of June, July and
31 August, and shall make its normal contribution for those months in the normal manner.
32 Employees should consult a tax accountant to review possible tax implications regarding this
33 section.
- 34
35 D. Errors in Contract Salaries. Following notification to the employee, errors resulting in over
36 or underpayments shall be corrected on the next month's payroll. If requested by the
37 employee, the HR department and the employee will work out a repayment agreement prior
38 to any adjustment to the employee's pay warrant. In the event an employee is notified of an
39 over payment prior to receiving said payment, the District may elect to deduct the amount of
40 over payment from the employee's next pay warrant.

41
42 **Section 9.4 Part Time Contracts**

43 A certificated employee's prorated pay for less than a full year shall be figured in the following manner: use
44 as the numerator the actual number of days that the certificated employee is employed, and as the
45 denominator the actual number of basic contract days in the entire year. This fraction times the annual
46 salary for said certificated employee's position on the salary schedule shall equal their pay for the part of the
47 year employed. Part day employment pay shall be similarly prorated. Part time employees with .5 FTE and
48 above shall receive full time TRI except for staff members who are job sharing. Such employees will each
49 receive their respective FTE times the amount for which they would qualify if in a full time position. Part
50 time employees less than .5 FTE shall receive TRI on a prorated basis according to their FTE.

1 **Section 9.5 Supplemental Contracts**

2 When supplemental contract positions are known, these contracts shall be issued to the employee to
3 facilitate the beginning of payment by the end of the September pay period.
4

5 For Additional Assignment Schedules, see the Appendices.
6

7 **Section 9.6 Mid-Contract Increase**

8 In the event the School District receives from the State of Washington more funds for the specific purpose
9 of increasing certificated employee's salaries and/or benefits than the District has contracted to pay for the
10 given school year, the District shall notify the Association and begin negotiations with the Association on
11 the distribution of such funds for application to the salaries and/or benefits for certificated employees for
12 said year and shall then make such adjustments, including amendments to the individual certificated
13 employees' contracts, if necessary, as soon as practicable.
14
15

16 **ARTICLE 10. INSURANCE BENEFITS**
17

18 **Section 10.1**

19 For 2008-09, the District shall allocate a maximum of \$732.00 per month from September 1 through August
20 31 for each full-time certificated employee for mandatory long-term disability insurance, vision, life, and
21 dental insurance, all jointly approved by the District and the Association. Part time employees will receive
22 a prorated allocation based on their FTE. Job share staff will be eligible to share one benefit allocation on a
23 pro rata basis. The District is solely responsible for paying the HCA premium for retirees.
24

25 For all other years of this agreement, the District shall allocate the amount identified in the State
26 Appropriations Act for each full time certificated employee. The allocations identified in this article are
27 dependent on the state both authorizing and providing funding to pay such benefit allocation. If the state
28 fails to authorize and fund the District to the full extent of the allocation stated above, the District shall pass
29 through any state funding actually received.
30

31 **Section 10.2**

32 All unused insurance allocations from the section above shall be pooled for the benefit of bargaining unit
33 members. Funds shall be distributed equally to all employees with out-of-pocket costs for medical
34 insurance on a dollar for dollar basis until all such funds are fully expended. Part time employees shall
35 receive a prorated allocation of these pooling dollars based on their FTE.
36

37 **Section 10.3**

38 The pooling calculation shall be made once each year no later than December to apply to the earliest pay
39 period practicable thereafter, and for the following eleven (11) months. Benefit amounts published during
40 the open enrollment period shall reflect out-of-pocket costs with zero pooling assistance.
41

42 **Section 10.4**

43 When a portion of this contribution is applied to a combination of medical insurances, the application shall
44 be first to the mandatory insurances in this Article, then to health insurance up to the amount of the
45 premium.
46
47
48

49 **Section 10.5**

50 The District Benefits Committee shall develop and review annually guidelines for brokerage selection and
51 present recommendations through the Superintendent or designee to the School Board. Using guidelines

1 adopted by the Board, the District Benefits Committee shall review the brokerage services provided to the
2 Puyallup School District.

3
4 If, after the review, the existing brokerage services are rated as being unacceptable, the committee shall
5 make a recommendation through the Superintendent or designee to the School Board regarding future
6 services.

7 8 9 **ARTICLE 11. TRAVEL AND REIMBURSEMENT**

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 Superintendent has approved
17 reimbursement. The District will meet with the Association by October 1 of each year to review travel time
18 allotted for employees who are regularly required to travel between buildings as a requirement of their job.
19 When needed, adjustments will be made to provide reasonable travel time.

20 21 **Section 11.2 Travel Outside of the District**

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

26 27 **Section 11.3 Reimbursement**

28 The mileage allowance shall be paid at the IRS rate. Mileage records shall conform to State Examiner
29 requirements. On forms provided by the principal, meals and mileage shall be listed and receipts for
30 registration fees and lodging attached.

31 32 **Section 11.4 Learning Improvement Calendar Employee Travel**

33 Mileage will be reimbursed for travel between schools when related to LIC work. The building
34 administrator must approve such travel in advance. To the extent possible, staff will make efforts to
35 carpool.

36 37 38 **ARTICLE 12. EVALUATION OF CERTIFICATED EMPLOYEES**

39 40 **Section 12.1 General**

41 All certificated employees shall be evaluated during each school year in accordance with the procedures and
42 criteria set forth herein. The evaluation of certificated employees is intended to provide a positive attitude
43 by all parties toward the development and improvement of the instructional staff of the District; the written
44 evaluation report shall not be the method used to formally discipline a certificated employee; provided,
45 however, that this is not intended to prevent discussion of disciplinable problems as these affect teaching
46 competency. The evaluation procedure recognizes high levels of teaching performance which have a
47 positive impact on student learning as well as encouraging improvement in specific areas identified through
48 the evaluation of the certificated staff member. The improvement of instructional services available to
49 students is the ultimate objective of the evaluation program and should be effected by an open discussion of
50 strengths and weaknesses.

1 A copy of the Evaluation Report Form and Evaluation Criteria shall be made available to, and discussed
2 with, certificated employees at the beginning of the school year. Prior to September 30 of each school year,
3 all certificated employees shall be notified of the name of their planned or intended evaluator for that year,
4 provided that the planned or intended evaluator shall not be changed without good cause and that the
5 employee shall be notified of said change within ten (10) school days of the decision to make the change.
6 The planned or intended evaluator shall not be changed after February 1 of each school year unless there are
7 unusual circumstances. In the event of such unusual circumstances, the employee and the administration
8 shall mutually agree upon another evaluator within ten (10) school days.

9 10 **Section 12.2 Responsibility for Evaluation**

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

14
15 Certificated employees assigned to more than one school or job shall be evaluated by the principal or
16 designee of one school or by the program director or designee. Such certificated employee may request
17 additional evaluations at other assignments other than those evaluations provided by the District.

18
19 Responsibility for evaluation shall not be designated to members of the bargaining unit; however, the
20 planned or intended evaluator may request that the Supervisor of Nurses and the department coordinators
21 assist in the observation and evaluation process.

22 23 **Section 12.3 Evaluation Criteria**

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

- 28
29 1. **Professional Preparation and Scholarship:** The certificated employee exhibits, in his or her
30 performance, evidence of having a theoretical background and knowledge of the principles
31 and methods of teaching, and a commitment to education as a profession.
- 32 a) Possesses and maintains appropriate academic background in subject area and current
33 teaching techniques.
 - 34 b) Demonstrates commitment to the profession, and its code of ethics.
 - 35 c) Participates in professional development such as building and District professional
36 development, workshops, and college classes in areas that will enhance professional
37 skills.
 - 38 i) Establishes individual goals designed to foster school improvement,
39 professional growth and/or student learning.
 - 40 ii) Participates in school improvement activities.
 - 41 iii) Works within the context of a particular team or department.
 - 42 iv) Engages in opportunities to enhance individual professional knowledge and
43 skills.
- 44
45
46
47
48
49
50
51

- 1 2. Knowledge of Subject Matter: The certificated employee demonstrates a depth and breadth
2 of knowledge of theory and content in general education and subject matter specialization(s)
3 appropriate to the elementary and/or secondary level(s).
4
5 a) Possesses and maintains competence in subject matter areas.
6
7 b) Responds appropriately to student questions.
8
9 c) Connects subject matter to other disciplines when appropriate.
10
11 3. Instructional Skill: The certificated employee demonstrates in his or her performance, a
12 competent level of knowledge and skill in designing and conducting an instructional
13 experience.
14
15 a) Utilizes teaching techniques which are consistent with the selected objectives.
16
17 i) Makes effective use of instructional technology, materials and
18 resource personnel.
19
20 ii) Uses a variety of instructional strategies to assist students in meeting
21 District and State standards and considers the maturity and attention
22 span of the students.
23
24 iii) Gives explanations, assignments, and directions clearly.
25
26 iv) Makes reasonable, relevant and appropriate assignments.
27
28 v) Provides direction and assistance for students.
29
30 vi) Maintains awareness of the knowledge, abilities and interests of
31 students for the purpose of guiding instruction.
32
33 b) Uses a variety of assessment strategies and data to guide instruction.
34
35 i) Connects assessments to instructional objectives and standards.
36
37 ii) Communicates learning expectations and assessment criteria to
38 students.
39
40 iii) Assesses student learning and refines instruction as needed.
41
42 c) Helps students to develop productive and acceptable work habits and study skills.
43
44 d) Teaches the District adopted curricula.
45
46 e) Uses supplemental materials as needed that support District curricula.
47
48 f) Makes an effort to use culturally responsive teaching practices to meet the diverse
49 needs of students.
50
51 g) Develops, maintains and utilizes effective listening and communications skills.
52

- 1 4. Classroom Management: The certificated employee demonstrates, in his or her performance,
2 a competent level of knowledge and skill in organizing the physical and human elements in
3 the educational setting.
4
5 a) Selects and prepares equipment and materials in advance of lesson.
6
7 b) Manages time and materials effectively.
8
9 c) Uses classroom management strategies and techniques to maintains a safe and
10 appropriate classroom environment.
11
12 d) Interacts with students in an appropriate and respectful manner.
13
14 e) Provides appropriate lesson plans for a substitute teacher.
15
16 5. The Handling of Student Discipline and Attendant Problems: The certificated employee
17 demonstrates the ability to manage non-instructional human dynamics in the educational
18 setting.
19
20 a) Provides clearly defined behavior expectations to students and parents/guardians.
21
22 b) Teaches and regularly reinforces expected behaviors.
23
24 c) Demonstrates consistency and fairness when dealing with individual students.
25
26 d) Enlists the assistance of parents, counselors, other supportive personnel or
27 administrators in developing and implementing a variety of interventions for behavior
28 support.
29
30 e) Helps to enforce building rules throughout the school campus and at job-related
31 school activities.
32
33 6. Interest in Teaching Pupils: The certificated employee demonstrates an understanding of,
34 and commitment to, each pupil, taking into account each individual's unique background and
35 characteristics. The certificated employee demonstrates enthusiasm for or enjoyment in
36 working with pupils.
37
38 a) Works to develop student and parent/guardian relationships in a professional
39 manner.
40
41 b) Deals with personal information and communication in an ethical manner.
42
43 c) Responds to student's academic, social and emotional needs.
44
45 d) Establishes and maintains high expectations for each student.
46
47 7. Effort Toward Improvement When Needed. The certificated employee demonstrates an
48 awareness of his/her limitations and strengths, and demonstrates continued professional
49 growth.
50
51 a) Respectfully interacts with school personnel to improve professional practices.
52

- 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.

- a) Possesses and maintains appropriate academic background in the area of specialty.
- b) Demonstrates understanding of the basic principles of human growth and development.
- c) Demonstrates ability and knowledge to make appropriate referrals.
- d) Relates and applies knowledge, research findings and theory derived from the individual's specific discipline to the development of a program of services.

2. Specialized Skills. Each certificated support person demonstrates in their performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

- a) Designs and conducts a program providing specific and unique services within the individual's specific discipline.
- b) Demonstrates ability to synthesize and integrate formal and informal assessment data concerning the student.
 - i) To help others who are involved with the student interpret and use data appropriately and accurately.
 - ii) To help other specialists by providing case study materials.
- c) Administers assessment procedures or assists in organizing and preparing those who will administer assessment procedures.
- d) Demonstrates ability to assist teachers and administrators to integrate specialized information into the regular curricular program.
- e) Develops goals and objectives consistent with District level goals and objectives which will facilitate the implementation of programs and services.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

f) Makes an effort to use culturally responsive teaching practices to meet the diverse needs of students.

3. Management of Special and Technical Environment: Each certificated support person demonstrates an acceptable performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

a) Selects or recommends formal and informal assessments, materials and equipment appropriate to student needs.

b) Understands the use, limitations and restrictions of devices, materials and procedures.

c) Uses comparative and interpretive data to guide instruction and work with students.

d) Creates an environment which provides privacy and protects student and family information, as mandated by code of ethics, federal and state regulations, and District policies.

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.

- 1 5. Involvement in Assisting Pupils, Parents and Educational Personnel: Each certificated
2 support person demonstrates an acceptable level of performance in offering specialized
3 assistance in identifying those needing specialized programs.
4
5 a) Consults with other staff, school personnel and parents concerning the development,
6 coordination and/or extension of services to those needing specialized programs.
7
8 b) Plans and develops support program to serve the preventive and developmental needs
9 of the school population and the special needs of some students.
10
11 c) Interprets characteristics and needs of students to parents, staff and community in
12 group and individual settings via oral and written communications.
13
14 d) Allows and expects students to accept responsibility for possible consequences of
15 decisions.
16
17 e) Develops, maintains and utilizes effective listening and communication skills.
18
19 f) Works to develop student and parent/guardian relationships in a professional manner.
20

21 **Section 12.4 Observations**

22 Each provisional certificated employee shall be observed in the performance of the work assignment for the
23 purpose of evaluation at least twice during the first year of employment. The first observation shall be
24 made within ninety (90) calendar days of employment and shall be for a total observation of at least thirty
25 (30) minutes.
26

27 During each school year, each certificated employee shall be observed for the purpose of evaluation at least
28 twice in the performance of the assigned duties. Both observations shall be for at least thirty (30) minutes,
29 and total observation time for each employee shall not be less than sixty (60) minutes.
30

31 In addition to required observations and evaluations, supervisors may make additional observations and
32 evaluations at any time during the school year. If such observations result in potentially negative feedback
33 to the employee, the supervisor will conference with the employee within five (5) working days.
34

35 At the request of either the evaluator or employee, a formal observation series shall be preceded by a
36 conference in which observation arrangements and the goals and objectives for the observation are
37 discussed by the employee and the planned or intended evaluator.
38

39 Following each formal observation or series of observations there shall be a post-observation conference
40 between the planned or intended evaluator and the certificated employee. The following shall be included
41 in the discussion, as necessary, during this conference:
42

- 43 A. The goals and objectives of the observation.
44
45 B. The observation.
46
47 C. Specific plans for improvement and supervision, if needed.
48

49 The results of each observation shall be provided to the employee in writing within ten (10) school days of
50 each observation.
51

1 **Section 12.5 Evaluations**

2 Final written evaluations should be completed thirty (30) days prior to the end of school, particularly for
3 certificated employees who have had significant competency problems that school year, and must be
4 completed ten (10) days prior to the end of the school year for all certificated employees. In any school
5 year, after an evaluator develops concerns regarding the performance of an employee for any evaluative
6 criterion, a conference must occur within ten (10) school days of each required observation. Prior to the
7 preparation of the final written evaluation, any teacher may request an evaluation conference.
8

9 All copies of the evaluation form shall be signed by the evaluator and the certificated employee. Signature
10 of the employee does not necessarily imply agreement with the evaluation. The certificated employee may
11 submit signed comments concerning the evaluation report within ten (10) days of receipt of the report and
12 such comments shall be attached to the evaluation report in the personnel file. The original of the
13 evaluation shall be submitted to the Director of Human Resources or designee for review and filing in the
14 personnel file. A second copy shall be provided to the certificated employee and a third copy shall be
15 retained by the principal or the Director of Human Resources or designee. The Evaluation Conference shall
16 not be used as a disciplinary meeting to issue a formal warning, reprimand, or discipline, provided,
17 however, that this is not intended to prevent discussion or disciplinable problems as these affect teaching
18 competency.
19

20 Evaluation statements based on complaints from other data sources shall only be incorporated as per the
21 Complaint Procedure section.
22

23 **Section 12.5.1 Short-Form Evaluation**

24 Notwithstanding the above, as per RCW 28A.405.100. Minimum criteria for the evaluation of
25 certificated employees, including administrators - Procedure - Scope - Penalty.
26

27 After an employee has four years of satisfactory evaluation under subsection (1) of this section, a
28 school district may use a short form of evaluation. The short form of evaluation shall include either
29 a thirty-minute observation during the school year with a written summary or a final annual written
30 evaluation based on the criteria in subsection (1) of this section and based on at least two
31 observation periods during the school year, totaling at least sixty minutes without a written summary
32 of such observations being prepared. However, the evaluation process set forth in subsection (1) of
33 this section shall be followed at least once every three years and an employee or evaluator may
34 request that the evaluation process set forth in subsection (1) of this section be conducted in any
35 given school year. The short form evaluation process may not be used as a basis for determining
36 that an employee's work is unsatisfactory under subsection (1) of this section nor as probable cause
37 for non-renewal of an employee's contract under RCW 28A.405.210.
38

39 The above process will be available to building administrators but shall not be used if a staff
40 member prefers the long form process. If an administrator would like to use the short-form process,
41 it is agreed that:
42

- 43 A. Notice of this request will be given to the employee prior to September 30.
- 44
- 45 B. No person being evaluated by the process will be rated less than satisfactory.
- 46
- 47 C. The same summary form will be used as with the long form, but without narrative.
- 48

49 **Section 12.5.2 Professional Growth Option**

50 The District will offer the Professional Growth Option as an evaluation component. (See WAC 392-
51 192.)

1
2 **Section 12.6 Transferred, Resigned or Terminated Employees**

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

7
8 **Section 12.7 Relationship to the Grievance Procedure**

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

15
16
17 **ARTICLE 13. PROBATION**

18
19 **Section 13.1 General**

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

24
25 Provisional employees who are experiencing performance difficulties will be advised by the District
26 Administration of their right to contact the PEA President or UniServ Director for representation at a
27 meeting with the employee's evaluator. This meeting will be conducted prior to any official personnel
28 action.

29
30 **Section 13.2 Advisory Conference**

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

- 33
34 A. Review the reasons for the contemplated probation and specify which of the evaluative
35 criteria in Article 12 the employee is failing to demonstrate satisfactorily.
36
37 B. Review the improvements required for the performance to be considered acceptable.
38
39 C. Discuss the specific and reasonable program of improvement being contemplated to
40 recommend to the Superintendent.

41
42 The advisory conference may be held at any time. At the request of the employee, Association
43 representation may be present.

44
45 The three items above will be provided to the employee in writing prior to the advisory conference and in
46 the same document the employee shall be notified that he/she is entitled to Association representation
47 during the advisory conference. If the decision is still to recommend probation to the Superintendent, the
48 supervisor shall provide to the employee a copy of the written interim evaluation and the recommendation
49 being sent. If the employee wishes to respond to the interim evaluation, the response should be delivered to
50 the Superintendent.

1 **Section 13.3 Establishment of Probationary Period**

2 If the Superintendent concurs with a supervisor's judgment that the performance of a certificated employee
3 is unsatisfactory, the Superintendent shall place the employee in a probationary status. After October 15 but
4 no later than sixty (60) school days before the end of the school year, said employee shall be given written
5 notice of the action of the Superintendent which notice shall contain the following information:
6

- 7 A. Specific areas of performance deficiencies.
- 8
- 9 B. Improvements required for acceptable performance and a suggested specific and reasonable
10 program for improvement.
- 11
- 12 C. A statement indicating the duration of the probationary period and that the purpose of the
13 probationary period is to give the employee the opportunity to demonstrate improvement in
14 his/her area(s) of deficiency.
15

16 **Section 13.4 Evaluation, Assistance and Recommendation**

17 During the probationary period, the evaluator shall meet with the employee at least twice monthly to
18 supervise, observe, and make a written evaluation of the progress, if any, made by the employee.
19

20 The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the
21 employee in improving his/her areas of deficiency. The evaluator shall discuss such appointment with the
22 probationer. If the assigned probationary duties require absence from a teaching assignment, any necessary
23 substitute shall be paid by the District.
24

25 At the conclusion of the probationary period, the principal or director shall complete a written evaluation for
26 each probationary employee and recommend to the Superintendent:
27

- 28 A. That the certificated employee has demonstrated sufficient improvement in the stated area(s)
29 of deficiency to justify the removal of the probationary status, or
30
- 31 B. That the certificated employee has demonstrated sufficient improvement in the stated area(s)
32 of deficiency to justify removal of the probationary status if accompanied by a letter
33 identifying areas where further improvement is required, or
34
- 35 C. That the certificated employee has not demonstrated sufficient improvement in the stated
36 area(s) of deficiency and action should be taken to not renew the employment contract of the
37 certificated employee.
38

39 Should the required reports of the certificated employee's probationary progress, if any, contain information
40 not previously made known to the certificated employee, the certificated employee may submit a written
41 statement which shall be appended to such report.
42

43 **Section 13.5 Action by Superintendent**

44 Following a review of any report submitted pursuant to Section 14.4, paragraph 4 above, the Superintendent
45 shall determine which of the alternative courses of action is proper and shall take appropriate action to
46 implement such determination. Probationary employees shall be notified as soon as possible of the
47 Superintendent's decision regarding the disposition of their probationary status. Following the probationary
48 period and at the Superintendent's discretion, the Superintendent may remove the employee from his or her
49 assignment and place the employee in an alternative assignment at the same rate of pay and benefits or
50 place the employee on paid leave for the balance of the contract term, provided that the employee's
51 reassignment shall not displace another employee.
52

1
2 **ARTICLE 14. PERSONNEL FILES**
3

4 Certificated employees shall, upon reasonable notice, have the right to inspect the contents of their
5 personnel files which would include the building working file, in addition to the personnel file maintained at
6 the Education Service Center. The working file, which may be in print or on a computer, may include
7 evaluation and supporting documentation.
8

9 If requested, file materials shall be reproduced for the employee as promptly as feasible, with the employee
10 paying the expense of such reproduction. An Association representative, at the certificated employee's
11 request, may be present in this review. No other individual personnel file will be kept without the
12 employee's knowledge.
13

14 Unidentified derogatory material shall not be included in the personnel file. Identified derogatory material
15 shall be shown to a certificated employee within fifteen (15) school days after receipt or composition.
16 Derogatory materials from nonprofessional sources shall not be included in the personnel file, except in
17 extraordinary circumstances. The certificated employee shall sign the material to indicate only that he/she
18 has read it and shall have the right to attach their own written comments.
19
20

21 **ARTICLE 15. PROFESSIONAL GROWTH AND LEAVE**
22

23 **Section 15.1**

24 Certificated employees need opportunities for the development of increased competence beyond that which
25 they may attain through the performance of their assigned duties. In light of their impact upon the lives of
26 students and in keeping with the breadth of experience and training which they possess, opportunities need
27 to be especially rich and varied. These opportunities include such activities as visits to other classrooms
28 and other schools, conferences involving other personnel from the District, county, state, region or nation;
29 membership on committees, training in classes and workshops offered within the District; released time and
30 leaves of absence for travel and study; and further training in institutions of higher learning. The District
31 shall encourage such activities.
32

33 Professional Funds: Employees shall have \$200 in 2008-09 and \$275 for all other years of this agreement
34 available for the following purpose(s):
35

- 36 A. To pay for tuition costs or expenses related to attending a workshop/conference on a non-
37 work day, or to pay for memberships to professional organizations
- 38
- 39 B. For literature subscriptions and journals
- 40
- 41 C. To purchase instructional materials, supplies or equipment. Said materials or equipment shall
42 be considered property of the employee.
- 43
- 44 D. To pay for licensing fees, certification fees and testing fees
- 45

46 Such funds shall be provided in a lump sum stipend payable to the employee on the November pay warrant.
47 Employees hired on or after second semester shall be paid half of the professional fund amount identified
48 above.
49

50 **Section 15.2 Professional Certification**

51 The District will provide and/or arrange support for staff members seeking their Professional Certification.
52 Such support will take the form of:

- A. Facilitators for cohort groups; and/or
- B. Professional development classes and/or experience to fulfill Professional Certification requirement.
- C. One (1) release day per school year for employee and critical friend for portfolio development.

Section 15.3 National Board Certification

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

- A. Payment of the sixty-five dollar (\$65.00) application fee.
- B. Seven hundred dollars (\$700.00) toward the tuition fee.
- C. Two (2) release days to work on National Board portfolios and/or exams.
- D. One (1) release day for a Peer Teacher, selected by the candidate, to assist the candidate with the National Board process.
- E. Access to District video cameras and other equipment necessary to complete the requirements.
- F. Paper supplies and copying necessary to complete the National Board portfolios.

ARTICLE 16. LEAVES

For purposes of this Article, leaves shall be granted in the following order of priority: 1) Illness, Injury and Emergency; 2) Bereavement; 3) Family Illness; 4) Discretionary; and 5) Other Leaves.

Section 16.1 Illness, Injury and Emergency Leave for All Certificated Employees

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

The District may require a physician's statement at any time to verify use of Illness, Injury and Emergency Leave.

An "emergency" is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the certificated employee which threatens the physical well-being or property of the certificated employee or his/her immediate family, and is of such nature that pre-planning is not possible or

1 could not relieve the necessity for the certificated employee's absence. Application for emergency leave
2 shall be made to the Superintendent or his/her designee.

3
4 Even though a substitute teacher is not called when certain personnel are absent, the regular policies of
5 deductions and illness, injury and emergency leave shall be used.

6
7 Illness, injury and emergency leave shall also apply to disabilities caused or contributed to by pregnancy,
8 miscarriage, abortion, childbirth and recovery therefrom.

9
10 Eligible employees may utilize the Family and Medical Leave Act (FMLA) for their own serious health
11 condition. All the provisions of the Family and Medical Leave Act shall be extended to employees with
12 work assignments of seven and one half (7.5) or more hours per day and at least 180 days per year who
13 meet all other FMLA eligibility requirements.

14 15 **Section 16.1.1 Attendance Incentive Program**

16
17 **Non-VEBA Conversion:** Certificated employees may elect an annual conversion of accumulated
18 illness, injury and emergency leave in accordance with number one (1) below. Employees may elect
19 a conversion of illness, injury and emergency leave upon retirement, separation from service or
20 death for monetary compensation in accordance with number two (2) below. The conversion
21 procedures are as follows:

- 22
23 1. **Annual Conversion:** Any certificated employee who at the end of the previous calendar year
24 shall have accumulated in excess of sixty (60) days of unused illness, injury and emergency
25 leave, may convert unused illness, injury and emergency leave earned the previous year in
26 excess of the said sixty (60) days to monetary compensation at the rate of 25 percent of the
27 employee's current full-time daily rate of compensation for each full day of eligible illness,
28 injury and emergency leave up to twelve (12) days. Any such election shall be made by
29 written notice to Human Resources during the month of January. Any such annual
30 conversion of accumulated illness, injury and emergency leave shall be in accordance with
31 law.
- 32
33 2. **Conversion Upon Retirement, Separation from Service or Death:** Any certificated employee
34 who shall retire, separate from service or die while employed by the District may elect
35 (personally or by a personal representative, as appropriate) to convert accumulated unused
36 illness, injury and emergency leave days to monetary compensation at the rate of 25 percent
37 of the employee's full-time daily rate of compensation at the time of retirement, separation
38 from service or death for each full day of eligible illness, injury and emergency leave up to a
39 maximum of one hundred eighty (180) days. Any such conversion of illness, injury and
40 emergency leave upon retirement, separation from service or death shall be in accordance
41 with law, including RCW 28A.400.210 and RCW 28A.400.212.

42
43 **VEBA Conversion:** The Association will annually notify the District of its intent to participate in
44 VEBA III. Any such conversion of illness, injury and emergency leave annually or upon retirement,
45 separation from service or death shall be in accordance with the law, including Internal Revenue
46 Code Section 501(c)(9).

47 48 **Section 16.2 Bereavement Leave**

- 49 1. A certificated employee shall be allowed a bereavement leave for the death of any relative
50 residing in the employee's household and/or the following family members: spouse, mother,
51 father, daughter, son, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law,
52 sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece and nephew. Upon

1 request by an employee to the Director of Human Resources, bereavement leave for the death
2 of any other close family member as defined by the employee will be considered on a case by
3 case basis and will not be unreasonably withheld. The number of days of leave, not to exceed
4 five (5) per occasion of death shall be allowed according to the circumstances of each case as
5 determined by the Director of Human Resources. Bereavement leave days need not be used
6 consecutively, but shall normally be used within one (1) month following the death.
7 Bereavement leave days are not cumulative or transferable. No deductions from salaries or
8 sick leave shall be made during these days. Additional emergency leave days from the
9 employee's sick leave may be utilized upon approval from Human Resources.

- 10
- 11 2. Any certificated employee who has a death of a student in his/her classroom shall be
12 authorized one (1) day of bereavement leave to attend the memorial and/or a funeral service.
13
- 14 3. Any certificated employee who has a death of a close personal friend may use one (1) day of
15 emergency leave or discretionary leave to attend the memorial and/or funeral service.
16

17 **Section 16.3 Family Illness**

18 Certificated employees shall be eligible for a non-cumulative family illness leave for serious health
19 condition in the immediate family as defined by the employee. This leave shall warrant up to a maximum
20 of three (3) working days during a contract year and shall not be deducted from accumulated illness, injury
21 or emergency leave. A maximum of two (2) additional days with the cost of a substitute being deducted
22 from the employee's salary shall be allowed.

23
24 Additional emergency leave days from the employee's sick leave accumulation may be utilized upon
25 approval from Human Resources.

26
27 This leave may require a written statement from the attending physician.
28

29 **Section 16.4 Discretionary Leave**

30 One (1) discretionary leave day shall be allowed each certificated employee for important compelling
31 personal matters. This discretionary leave day shall not be used for conducting income producing business.
32 Discretionary leave shall not be used for a strike against the Puyallup School District. Discretionary leave
33 shall not be used on LID or Supplemental Days, during the first week of school, last week of school, or the
34 day before or the day after winter break, mid-winter break or spring break.
35

36 The District shall grant Discretionary Leave in the order the requests are received provided the requests are
37 made in compliance with the above conditions. On Fridays, only ten (10) discretionary leave requests shall
38 be honored.
39

40 Due to a lack of substitutes on Career Fair Day sponsored by the Washington School Personnel Association,
41 only five (5) discretionary leave requests shall be honored.
42

43 An employee may utilize a discretionary leave day prior to or after a holiday or vacation period consistent
44 with paragraph 1 above. Only fifteen (15) such requests shall be guaranteed per holiday/vacation period.
45

46 A maximum of six (6) discretionary leave days may be accumulated over a period of six (6) years. A
47 maximum of two (2) days may be used consecutively unless additional use is approved by the Director of
48 Human Resources.
49

50 During the restricted timeframes and on the days with limits, additional requests may be granted by the
51 Director of Human Resources for compelling personal reasons, provided three (3) or more weeks notice is
52 provided by the employee.

1
2 Employees may receive monetary compensation for their unused discretionary leave at \$200 per day. A
3 request for monetary compensation must be made by June 1 on a form provided by the Human Resources
4 Office.

5
6 To the extent permitted by law, unused discretionary leave may be shared with other employees at the
7 option of the individual employee. Employees who choose to share discretionary leave must complete the
8 Discretionary Leave Sharing Authorization Form before transferring leave to another employee.

9
10 **Section 16.5 Family and Medical Leave (FMLA)**

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

- 15
16 A. To care for a newborn or adopted child of the employee who is under the age of eighteen
17 (18) at the time of placement for adoption, or a newly-placed foster child;
18
19 B. To care for a spouse, domestic partner, parent or child of the employee who has a serious
20 health condition; or
21
22 C. For a personal health condition if it renders the employee unable to perform his or her job.

23
24 FMLA shall run concurrently with all applicable paid leave time available to the employee.

25
26 Leave taken for newborn or adopted child care shall be completed within one (1) year after the date of birth
27 or placement for adoption. Family Leave authorized under this policy must be taken full time and
28 consecutively unless an alternative schedule is approved by the Human Resources Department or where
29 intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent
30 leave without the approval of the Director of Human Resources. An instructional employee may be
31 transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if
32 such a position is available.

33
34 The District will continue to pay its portion of the employee's medical and dental benefit during approved
35 FMLA leave.

36
37 A period of Family Leave is in addition to any sick leave taken due to the employee's temporary disability
38 attributable to pregnancy or childbirth.

39
40 If both parents of a newborn or newly adopted child are employed by the school district, they shall be
41 entitled to a total of twelve (12) work weeks of Family Leave during any twelve (12) month period, and
42 leave shall be granted to only one parent at a time. There is no pooling in effect for spouses if the Family
43 Leave is related to a serious health condition.

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

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

1
2 Return to Work. Any employee returning from an authorized Family and Medical Leave within twelve (12)
3 work weeks, shall be entitled to the same position held by the employee when the leave commenced, or to a
4 position with equivalent benefits and pay.

5
6 Reinstatement of an employee returning from Family and Medical Leave need not occur if: (a) the specific
7 job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of
8 work, (b) an employee on leave takes a position with another employer outside the home, or (c) the
9 employee fails to provide the required notice of intent to take leave or fails to return on the established
10 ending date of leave. If an employee fails to return from leave for a reason other than the employee's death,
11 the District may recover the costs of the employee's health benefits paid during the leave. Instructional staff
12 may be required to delay their return from family leave to the beginning of the next semester under the
13 following circumstances:

- 14
15 A. The employee began leave five (5) or more weeks before the end of the semester, the leave is
16 for more than three (3) weeks, and the employee would otherwise return to work within three
17 (3) weeks of the end of the semester.
18
19 B. The employee began family leave (except for a personal health condition) less than five (5)
20 weeks before the end of the semester, the leave is for more than two (2) weeks, and the
21 employee would otherwise return to work within two (2) weeks of the end of the semester.
22
23 C. The employee began family leave (except for a personal health condition) three (3) or fewer
24 weeks before the end of the semester and the period of leave is more than five (5) working
25 days.
26

27 **Section 16.6 Long-Term General Leave**

28 Employees requesting a long-term general leave of absence for the following school year must normally do
29 so on or before March 1. Employees requesting a long-term general leave of absence for the following
30 semester must do so by March 1 (for first semester of the following school year) or December 1 (for second
31 semester). The District cannot always grant a long-term leave of absence as there is no certainty of a
32 vacancy to make room for the employee when returning. The Director of Human Resources, however, will
33 consider such cases individually and may grant a long-term leave of absence without pay for a period not to
34 exceed one (1) calendar year. Leave may be granted beyond one (1) calendar year under special
35 circumstances if approved by the District. A certificated employee granted such leave shall be guaranteed
36 reemployment by the District at the conclusion of said leave, consistent with the contract provision
37 regarding Layoff and Recall. The returning employee will not necessarily be assigned to the identical
38 position occupied before the leave, but will be reinstated to a certificated position equivalent in duties and
39 salary to that held at the time the leave of absence began. Such reinstatement is contingent upon the
40 availability of such a position. A salary increment shall not be given for the year during which the leave of
41 absence is taken unless the individual is engaged in a District approved teaching assignment, or has been
42 drafted into the United States Armed Services. A long-term leave of absence shall generally not be granted
43 to an employee until completion of three (3) years of experience. General Leave may run concurrently with
44 any FMLA leave taken, depending on the nature of the long-term leave. While on an approved long-term
45 general leave, an employee's benefits, accrual of benefits and accrual of seniority shall continue as indicated
46 in the section titled Benefits While on Leave.
47

48 **Section 16.7 Short-Term General Leaves of an Extraordinary Nature**

49 Application for unpaid, short-term general leaves shall be made to the Director of Human Resources. Such
50 leaves may be approved at the discretion of the Director of Human Resources, and may include, but not be
51 limited to, personal business of an urgent nature involving possible loss of money or property, or severe

1 hardship to self or the immediate family, or for extraordinary personal reasons after the employee's
2 discretionary leave has been exhausted. Short-term general leaves of absence are intended for extraordinary
3 or unexpected situations and shall not normally exceed three (3) months. If applicable, short-term general
4 leaves of absence will be deducted from the employee's accumulated illness, injury and emergency leave.
5 Short-term general leaves may run concurrently with any FMLA leave taken as per section 17.5, depending
6 on the nature of the long-term leave.

7
8 **Section 16.8 Pregnancy Disability/Adoption/Parental Leave**

9
10 **16.8.1 Pregnancy Disability Leave**

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

15
16 The certificated employee who becomes pregnant shall notify her immediate supervisor and the
17 Superintendent or designated representative of the condition by the beginning of the fifth (5th)
18 month of pregnancy, or, if beyond the fifth (5th) month, at the earliest time the condition is
19 confirmed by her personal physician or licensed health care provider. At that time she shall indicate
20 in writing to her immediate supervisor and the Director of Human Resources whether she plans to:

- 21
22 1. Take pregnancy disability leave only for time of temporary disability;
- 23
24 2. Request a general leave to care for the child. If an employee is eligible for FMLA
25 leave and has leave remaining, the general leave would include any leave available
26 under the FMLA;
- 27
28 3. Request a combination of 1 and 2;
- 29
30 4. Take FMLA leave for a period of up to twelve (12) weeks following the period of
31 pregnancy disability, if eligible. The District will extend the employee's health
32 benefits during this period of unpaid FMLA leave; or
- 33
34 5. Terminate her employment.

35
36 The pregnancy disability leave shall begin at a time determined suitable by the certificated employee
37 and as verified in writing by her personal physician or licensed health care provider, after
38 consultation with her immediate supervisor and the Human Resources Department. The official date
39 of leave shall not begin until the school day following the day she leaves the job. Pregnancy
40 Disability Leave, including time taken as FMLA leave and/or general leave to care for a newborn
41 child shall not exceed one (1) year.

42
43 Assignment upon return from the pregnancy disability leave shall be guaranteed and shall be into the
44 certificated employee's former position. She shall retain all rights, seniority and benefits commonly
45 afforded certificated employees on leave, including those under the Continuing Contract Law.

46
47 Before returning in her contracted duties, the certificated employee's personal physician or licensed
48 health care provider shall certify that the certificated employee is in good health and ready to resume
49 her contracted duties. After receiving certification to return to work from her personal physician or
50 licensed health care provider, the certificated employee shall return to her contracted duties at a time
51 which she and the Director of Human Resources deem appropriate.

1 **16.8.2 Adoption/Parental Leave**

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

16
17 Extension of pregnancy disability or adoption leave to the beginning of the certificated employee's
18 next normal contract year shall be mutually reviewed by the District and the certificated employee if
19 the leave period expires after the beginning of the fourth (4) quarter of a school year.

20
21 In addition to any other leaves, within the first year of a child's birth to, or placement with, an
22 employee, such employee shall be allowed three (3) days of parental leave with pay. As well, two
23 (2) additional days may be taken upon agreement by the employee to reimburse the District for the
24 cost of a substitute.

25
26 Eligible employees may utilize the Family and Medical Leave Act (FMLA) to care for their newborn
27 or newly adopted child. All the provisions of the Family and Medical Leave Act shall be extended
28 to employees with work assignments of seven and one half (7.5) or more hours per day and at least
29 180 days per year who meet all other FMLA eligibility requirements.

30
31 **Section 16.9 Leave Sharing**

32
33 **16.9.1 Receiving Shared Leave**

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

- 35
36 A. The employee requesting shared leave suffers from, or has a relative or household
37 member suffering from, an extraordinary or severe illness, injury, impairment or
38 physical or mental condition which has caused, or is likely to cause, the employee to:
39
40 1. Go on leave-without-pay status; or
41
42 2. Terminate his/her employment.
- 43
44 B. The employee's absence and the use of shared leave are justified;
- 45
46 C. The employee has depleted, or will shortly deplete, his/her annual leave and sick
47 leave reserves;
- 48
49 D. The employee has been called to service in the uniformed services;
- 50
51 E. The employee has abided by District rules regarding sick leave use; and
- 52

- 1 F. If the employee is later found to be eligible for industrial insurance benefits, the
2 employee agrees to and shall reimburse the District for the time loss compensation
3 that is paid to him/her to the extent that the employee is paid time loss compensation
4 (temporary total disability compensation or loss of earning power compensation) and
5 shared sick leave for the same day(s). An employee shall not use shared sick leave or
6 donated leave to supplement the difference between time loss compensation and
7 either net or full wages. If an employee has already received shared sick leave and is
8 later found to be eligible to receive industrial insurance benefits, the remaining
9 difference between shared leave minus the industrial insurance benefit shall be
10 deducted from the employee's sick leave balance, even if it results in a negative
11 balance.

12
13 The Director of Human Resources shall determine the amount of leave, if any, which an employee
14 may receive under this policy. Normally an employee shall not receive more leave than the number
15 of contracted days remaining in the current school year. However, in the event that the condition
16 requiring the employee's absence continues beyond the current school year, the employee shall not
17 receive a total of more than 261 days of shared leave in accordance with RCW 41.04.665.

18
19 **Section 16.9.2 Donating Shared Leave**

20 District employees may donate annual leave or sick leave as follows:

- 21
22 A. A staff member who has an accrued annual leave balance of more than ten (10) days
23 may request that a specified number of days be transferred to another staff member
24 authorized to receive shared leave. A staff member may not request leave to be
25 transferred that would result in an accrued annual leave balance of fewer than ten (10)
26 days. For purposes of this subsection A, annual leave does not accrue for employees
27 who receive compensation in lieu of accumulating a balance of annual leave.
28
29 B. A staff member may not request a transfer that would result in an accrued sick leave
30 balance of fewer than one hundred seventy six (176) hours of sick leave. "Sick
31 Leave" means leave for illness, injury or emergencies of extraordinary or severe
32 nature pursuant to RCW 28A.400.300.

33
34 The donation of leave is totally voluntary. No employee shall be coerced, threatened, intimidated or
35 financially induced into donating leave.

36
37 The number of leave days transferred shall not exceed the amount authorized by the donating staff
38 member.

39
40 Leave transferred is based upon the current salary rate of the person receiving the leave. The
41 receiving staff member will continue to be paid his/her regular rate while on shared leave. For
42 example, if a staff member earning \$20.00 an hour donates one day of leave to someone earning
43 \$10.00 an hour, the recipient would get two days of sick leave. However, if the \$10.00 an hour
44 employee donates one day to the \$20.00 an hour employee, the higher paid employee would receive
45 one-half day of leave.

46
47 Any leave transferred under this policy which remains unused shall be returned at its original value
48 to the staff member who donated the leave.

49
50 **Section 16.10 Jury Duty, Subpoena**

51 Leave with pay shall be allowed for jury duty.

1 Leave with pay shall be granted a subpoenaed employee while appearing as a witness in court or in an
2 administrative hearing in which the employee is not a party in interest, or if such appearance is related to the
3 employee's District responsibility.
4

5 **Section 16.11 Public and Military Service Leave**

- 6 A. Civic Service. Certificated employees shall be encouraged to take an active part in civic
7 organizations. Such activity, however, should be outside of the regular school hours.
8 Certificated employees who are called upon occasionally to take regular school time for club
9 or community service may do so with prior approval of their immediate administrator.
10
11 B. Political Leave. Subject to the conclusion of mutually satisfactory arrangements between the
12 District and certificated employee, the District shall grant an unpaid leave of absence to such
13 an employee for the purpose of serving in an elective or appointive public office or of
14 campaigning for such an office. Upon conclusion of such public service leave, the employee
15 shall be restored to his/her former position, or if this position is not available, to a
16 substantially equivalent position.
17
18 C. Military Leave. Certificated employees shall be authorized to participate in military service,
19 and the District will allow leave for the same as provided in WAC 251-22-170.
20

21 **Section 16.12 Fringe Benefits While on Leave**

22 Certificated employees on non-compensated leave may, at said employee's option, be continued in any
23 fringe benefit programs of the District, provided said certificated employee reimburses the cost of the
24 programs to the District in advance by the first of each month. Certificated employees on compensated
25 leave shall receive all fringe benefits for which they are eligible.
26

27 While on an approved leave, an employee will retain accrued Illness, Injury and Emergency Leave,
28 Discretionary Leave and seniority rights. However, Illness, Injury and Emergency Leave, Discretionary
29 Leave and seniority shall not accrue while the employee is on a leave of absence.
30
31
32

33 **Section 16.13 Religious Observance**

34 In accordance with federal and state law, the District shall reasonably accommodate employees whose
35 religious affiliation mandates religious obligations that prevent them from working by granting unpaid
36 leave. Employees may also use accrued discretionary leave or emergency leave for such obligations.
37
38

39 **ARTICLE 17. CALENDAR**

40
41 **Section 17.1 Calendar**

42 The calendars are in Appendices E-1 and E-2. In future calendars, the parties will schedule spring break so
43 that the WASL exams do not occur the week following spring break, if possible. In the event of a change in
44 vacation breaks of an approved calendar, and in recognition that this change may result in some employees
45 being unable to obtain refunds for previously planned travel, the District agrees to provide 1-5 days of
46 substitute coverage for up to twenty (20) employees for the previously scheduled break, on a first come,
47 first serve basis (this provision does not apply to designated snow make-up days). The District shall
48 provide notice of this opportunity to all certificated staff via email and bulletin boards. Employees who are
49 absent under this agreement during the previously scheduled break must agree to work the number of days
50 they were absent during the new break. The District will arrange activities designed to promote the
51 Strategic Directions for these employees to work on during this time.

1
2 **Section 17.2 Ramifications of Calendar**
3

4 Child Care: In order to accommodate a need for the supervision of children on early release days, each
5 school site can determine under the Site-Based Decision Making provision to provide child care activities
6 within the law.
7

8
9 **ARTICLE 18. LENGTH OF WORK YEAR**
10

11 **Section 18.1 Regular Work Year**

12 The length of the regular certificated employee work year shall be one hundred eighty-two (182) days in
13 total.
14

15 **Section 18.2 Responsibility Contract**

- 16 A. The District and Association agree and affirm the following beliefs: (1) the success of the
17 Puyallup School District is dependent upon hiring and retaining the highest quality teachers;
18 (2) providing a quality education for students requires from teachers a commitment to the
19 profession beyond the base contract, normal workday hours and school year; (3) state law
20 allows additional compensation for additional time, additional responsibilities or incentives
21 (TRI); (4) the additional commitment required of Puyallup's teachers cannot be accurately
22 measured in hours or days; and (5) the time necessary to fulfill any one teacher's
23 responsibilities will vary from that of another teacher as determined by the individual's own
24 professional judgment.
25
- 26 B. Each employee will be issued a supplemental contract in recognition of these additional
27 responsibilities and as an incentive to provide the additional services.
28
- 29 C. The supplemental contract recognizes that employees will provide a professionally
30 responsible level of service in the following areas which are above the basic contract:
31
- 32 1. Preparation for school opening
 - 33 2. Work connected with the conclusion of the school year
 - 34 3. Conferencing/communicating with students or parents
 - 35 4. Supporting school/student activities
 - 36 5. Providing individual help to students
 - 37 6. Evaluating student work, including preparation of progress reports and report
38 cards
 - 39 7. Workshops, classes and in-service work
 - 40 8. Researching educational materials and supplies
 - 41 9. Improving and maintaining professional skills
 - 42 10. Preparation and revisions of materials
 - 43 11. Planning with other employees in areas of instruction and curriculum
 - 44 12. Working with computers and other technology as related to educational uses
 - 45 13. Attending District and/or school-connected meetings such as PTSA, etc.
 - 46 14. Attending IEP meetings to participate as required by law and to fulfill
47 professional responsibilities
 - 48 15. Monitoring and updating Student Learning Plans
- 49
- 50 D. Compensation for these duties shall be in accordance with the TRI Salary Schedule and
51 payment will be made in equal monthly installments as is done with regular paychecks. Full

1 year employees at .5 FTE or above are eligible for full TRI except where staff members are
2 job sharing. In job share situations, the two staff members will each receive their respective
3 FTE times the amount for which they would qualify in a full time position. Staff members
4 who are less than .5 FTE will be eligible for pro rata TRI on an FTE basis, but not less than
5 one-half the TRI base.
6

7 **Section 18.3 Supplemental Days**

8 All employees will be required to work four (4) supplemental days. If an employee is sick, he/she may use
9 sick leave and must call in their absence to the Principal/program administrator and the substitute office
10 automated attendance system. In addition, the employee shall contact the Principal/program administrator
11 for missed content and/or assignments. Part time and job share employees will be required to work and will
12 be paid for 7.5 hours on such days regardless of their FTE. Required days will be paid through the term of
13 each employee's contract in equal monthly payments, according to each employee's per diem.
14

- 15 A. Back to School Day: One (1) of the supplemental days is the Back to School Day.
16 Employees will attend building or unit meetings for one-half day, the day prior to the start of
17 classes, and for attending back-to-school night. For itinerant certificated staff and specialists
18 not assigned to classrooms, the back-to-school night aspect can be satisfied by an appropriate
19 alternative parent contact activity approved by their immediate supervisor(s).
20
- 21 B. Building Directed Days: Two (2) building directed days shall be used to collaborate in
22 developing and implementing the comprehensive school improvement plans. Employees
23 will participate in activities on an individual or group basis including, but not limited to,
24 grade level teaming, curriculum mapping, review of assessment data, and vertical alignment.
25 Secondary schools shall designate one (1) of the two (2) building directed days for two (2)
26 parent conference activities to be scheduled by each building.
27
- 28 C. District Directed Day: One (1) District directed day will be used for professional
29 development.
30
- 31 D. New Employees: In addition to the days above, certificated employees new to the District
32 shall attend three (3) orientation days.
33

34 **Section 18.4 Counselors**

35 In addition to their base contract, and any other required supplemental days, elementary counselors will be
36 issued supplemental contracts for one (1) additional day to be paid at their respective per diem rate and
37 secondary counselors will be issued supplemental contracts for fifteen (15) additional days to be paid at
38 their respective per diem rate. Unless mutually agreed upon by a secondary counselor and his/her
39 supervisor, ten (10) of these days will be the ten (10) workdays prior to the beginning of school and five (5)
40 will be scheduled at the employee's discretion to meet the duties of their job.
41

42 **Section 18.4.1 Counselor Workload Stipends**

43 To address Counselor workload, Counselors will receive a stipend each school year based on the
44 chart below. Stipends will be paid based on the official enrollment counts on October 1 divided by
45 the total counseling FTE.
46

47 **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

Section 18.5 Learning Improvement Days (LID)

Section 18.5.1 Purpose

For as long as the state shall fund them, in addition to the base contract year of 180 days, there shall be two (2) LIDs, whose purpose it is to provide time for instructional and ESA staff to work with administrators to plan and implement education reforms designed to improve student learning, implement education reform, and increase student achievement. All employees will be required to work these days and will be paid for 7.5 hours on such days regardless of their FTE. If an employee is sick, he/she may use sick leave and must call in their absence to the Principal/program administrator and the substitute office automated attendance system. In addition, the employee shall contact the Principal/program administrator for missed content and/or assignments.

Section 18.5.2 Definitions

A LID is a scheduled workday (or two half days) other than one of the 180 base contract days. The length of a LID shall not be less than the length of a regular full work day for certificated instructional staff, and two half days may be scheduled in lieu of one full LID if the combined work hours equal or exceed hours in a full LID.

Section 18.5.3 Allowable Activities

Allowable activities include developing and updating student learning improvement plans; implementing curriculum materials and instructional strategies; providing professional assessment strategies and training in assessment scoring; and conducting other activities intended to improve student learning. Allowable activities shall be consistent with district and building plans for improving student learning. All certificated employees may include learning opportunities appropriate for their specialized areas, as approved by their supervisors.

It is important that LID activities be appropriate and related to an employee’s assignment. In the event an employee believes a scheduled LID activity is not relevant to his/her work assignment, the employee shall discuss the matter with his/her supervisor. The employee and supervisor may mutually agree on an alternate activity for the employee aimed at improving student learning.

Section 18.5.4 LID Year

1 The LID year shall be July 1 through June 30, for purposes of tracking LID activities.
2
3

4 **ARTICLE 19. LENGTH OF WORK DAY**
5

6 **Section 19.1 Contracted Day**

7 The normal contracted day shall be defined as the period from the required arrival time to the permitted
8 departure time and shall consist of seven and one half (7-1/2) hours. Included in the normal contracted day
9 are the Washington Administrative Code required half- hour on duty before and after the student school day
10 and the Revised Code of Washington required half-hour duty-free lunch period, and the planning periods or
11 release time wherever in force.
12

13 **Section 19.2 Payment for Work Beyond Contracted Day**
14

- 15 A. Assigned supervision of student activities outside the 7-1/2 hour day not compensated on the
16 Additional Assignment Schedule, or from activity stipends, will be compensated at the
17 activity rate which shall be equal to half the professional hourly rate (item C below) or on a
18 per event basis agreeable to the employee. Any such supervision shall be at the discretion of
19 the employee and purely optional.
20
- 21 B. Elementary staff returning to school for a school program will receive the full professional
22 hourly rate regardless of their role in the presentation of the program.
23
- 24 C. Except for the monthly staff meeting, certificated non-administrative staff will receive the
25 professional hourly rate for building level and district level meetings they are asked to attend
26 outside the 7-1/2 hour work day.
27
- 28 D. The professional hourly rate to be paid per each half-hour completed or each half-class
29 period "covered" will be .096% of the base salary (BA - 0 Step) of the non-administrative
30 certificated salary schedule.
31
- 32 E. Employees who provide training to other District employees shall be allowed one-half (1/2)
33 hour of preparation time for each hour of the training length at the Presentation Rate which
34 shall be equal to 1.25 times the Professional Rate. Employees presenting the same
35 presentation for the third time will be allowed a maximum of one (1) hour preparation time.
36 If the training occurs outside of the work day, the employee providing the training will be
37 paid at the Presentation Rate. If the presentation is during the work day the employee will be
38 paid for the preparation time only.
39
- 40 F. Bargaining unit members who are paid on an hourly basis for extra contract work shall be
41 paid the Activity, Professional or Presentation Rate. This shall not be deemed the exclusive
42 method of payment for extra contract work. If not previously identified in the collective
43 bargaining agreement, the employee shall be informed of the rate of pay prior to performing
44 the work.
45

46 **Section 19.3 Non-Instructional Detention**

47 Supervision of non-instructional detention will be offered at the site, by seniority to certificated employees.
48 If no bargaining unit members desire the work, it may be offered as the District chooses. Payment will be at
49 the Activity Rate.
50
51

1 **ARTICLE 20. RELEASE TIME AND PLANNING PERIODS**

2
3 **Section 20.1 Elementary Supervision Duty**

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

8
9 **Section 20.2 Secondary Planning Time**

10 All certificated employees teaching in grades 7-12 shall be provided the equivalent of one teaching period
11 per day for planning. A secondary teacher who regularly teaches an assigned class during his/her
12 preparation period shall receive additional pay prorated according to the total number of teaching and
13 planning periods in the day. Students shall not be assigned to a certificated employee during their planning
14 period unless the employee agrees. When buying out the planning period of any staff member, the most
15 senior qualified teacher who has the same planning period, or where student and master schedules can be
16 adjusted with minimal impact, will be given the first option for the buy out.

17
18 **Section 20.2.1**

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

21
22 **Section 20.2.2**

23 All secondary librarians shall receive two (2) additional days to be used for the opening or closing of
24 a library. These days will be authorized through issuance of a supplemental contract and will be paid
25 at each librarian's per diem rate.

26
27 **Section 20.3 Elementary Planning Time**

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

- 29
30 A. **Eligibility.** All elementary classroom teachers (preschool, K-6), music specialists, physical
31 education specialists, and remediation specialists are eligible for planning time.

32
33 It is recognized that counselors and librarians need time to do work without students.
34 Employees shall work with their principal to schedule such time.

- 35
36 B. **Average Minutes Per Day.** Beginning the first day of school, full time elementary classroom
37 teachers (pre-school, K-6) shall have not less than forty (40) continuous minutes per day to
38 plan and be available to pupils and patrons prior to student arrival in the classroom. Of these
39 forty (40) minutes, preschool, K-6 teachers shall have the option of using fifteen (15)
40 minutes prior to or after the student day, and shall inform their principal of which option has
41 been selected. In addition, preschool, K-6 teachers shall have thirty (30) minutes duty free
42 lunch and be available to pupils and patrons for thirty (30) minutes after the student day.
43 Said planning time shall not supersede other contractual meeting obligations as per Section
44 19.2.C.

45
46 Beginning the first day of school, planning time for primary elementary classroom teachers
47 (Full Day K-3) shall be for not less than thirty (30) continuous minutes during the students'
48 recess period on Monday, Tuesday, Thursday and Friday.

- 49
50 C. Full Day K-3 teachers will receive on average three (3) thirty (30) minute periods of
51 planning per week provided by Specialists and Intermediate teachers will receive on average,
52 five (5) thirty (30) minute periods of planning per week provided by specialists.

1
2 Staff Breaks. To address the need for short breaks for all staff who do not have a break, the
3 faculty of each elementary school shall meet prior to the end of the second week of school to
4 discuss how breaks will be provided to staff. Consistent with the Staff Utilization section,
5 non-certificated staff may be utilized whenever possible to release certificated staff. It shall
6 be the expectation to implement solutions that will not reduce instructional time. Another
7 possible solution may include having staff members work collaboratively to arrange for
8 coverage through joint supervision of students.
9

10 D. Specialists Starting Time. Classroom starting time for music, physical education and
11 librarians will be the first day of school and will continue through the last full day of school.
12

13 E. Librarians Starting Time and Closing Time. Librarians will begin having classes the first
14 day of school.
15

16 1. All elementary library materials will be due eight (8) school days prior to the
17 end of the school year. All elementary libraries will be open for kindergarten
18 through grade 6 through the day before school ends, or as planning is
19 scheduled. The elementary library will be open through the next to last day
20 for in-library use of selected materials for all grade levels.
21

22 2. All elementary librarians shall receive two (2) days prior to the opening of
23 school and two (2) days to be used for the opening or closing of a library.
24 These days will be authorized through issuance of a supplemental contract
25 and will be paid at each librarian's per diem rate.
26

27 3. All elementary librarians shall be allowed to use two (2) LIC Wednesdays
28 near the end of the school year to perform work related to closing down their
29 libraries. The specific dates shall be determined upon mutual agreement of the
30 building and program administrators.
31

32 4. After scheduling planning for building staff and other educational program
33 needs, consideration will be given to provide librarians with time prior to the
34 first class to accommodate open library and the check in/report printing
35 process.
36

37 5 To address librarian workload issues during the last four weeks of the
38 school year, a team of four (4) paraeducators shall be trained and
39 assigned to assist with inventory for the elementary librarians in the
40 final weeks of school. The inventory team will be assigned to each
41 school for a period of four to six hours depending on the size of the
42 library collection. Paraeducator time will be assigned as follows:
43

44 a. Schools with a library inventory count of less than
45 11,000 will receive a total of 16 hours of paraeducator
46 time (4 days, 4 hours each).
47

48 b. Schools with a library inventory count of 11,000-13,000
49 will receive a total of 20 hours of paraeducator time (4
50 days, 5 hours each).
51

- 1 c. Schools with a library inventory count greater than
2 13,000 will receive a total of 24 hours of paraeducator
3 time (4 days, 6 hours each).
4

5 It is understood that hours are allocated to be spent only if paraeducators are
6 available to be hired or assigned.
7

- 8 F. Kindergarten Sessions. Kindergarten sessions will be broken by at least a 20-minute library,
9 music, P.E. or recess time in each 2-1/2 hour session daily beginning no later than Monday
10 of the first full week of school.
11

12 **Section 20.4 Class Coverage and Loss of Planning Time**

13 Employees will be compensated at the professional rate for lost planning time or "class coverage" when
14 substitutes or specialists are not available, or for any other reason resulting in lost planning time. Employees
15 shall be paid for actual planning time lost.
16

17 In the event an employee takes on responsibility for supervising a class in addition to their regular
18 assignment, the employee shall be paid at the professional rate for the time spent with the additional
19 students. If a class of students is divided among a number of employees, each employee shall receive a
20 proration of the professional rate based on the division of the class.
21

22 Administration will meet with building staff to mutually determine an emergency substitute coverage plan.
23

24 **Section 20.5 Kindergarten Assessments**

25 The District will provide one (1) day of substitute assistance during each trimester of the school year to
26 provide kindergarten teachers with time for assessing students. It is understood that this time will be subject
27 to the availability of substitutes and will be coordinated by the Executive Director of Elementary Education
28 and scheduled through the substitute office.
29

30 The District will provide two (2) substitute release days at the employee's discretion for conferences.
31

32 **Section 20.6 Special Circumstances**

33 Special circumstances may require additional released time for individuals within each building, i.e.
34 lunchroom supervision, federal projects, vocational instruction, etc.
35

36 **Section 20.7 ESA Planning Time**

37 ESA's shall have a minimum of three (3) hours per week of planning in no less than 30 minute increments.
38 Each ESA shall have flexibility in scheduling his/her planning time. Any ESA not receiving a minimum of
39 three (3) hours per week of planning will meet with the Executive Director of Special Services, an Assistant
40 Director or the appropriate coordinator and a PEA representative to reach a mutually agreeable solution, one
41 of which may be submitting time sheets for the lost time.
42

43 **Section 20.8 Release Time and Stipends for Athletic Coordinators**

44 **Section 20.8.1. Senior High Athletic Coordinators**

45 The senior high athletic coordinator shall have release time equivalent to one (1) teaching period per
46 day. In addition, senior high athletic coordinators shall receive a stipend of \$7,500 for work
47 performed outside their contract day and two (2) additional days at their per diem rate to be used
48 prior to the start of the school year. Coordinators shall provide support and coordination in carrying
49 out the directives of the supervisor for the athletic program.
50
51

1 To ensure that the duties and responsibilities for the athletic coordinator fit within the release period
2 and time compensated by the stipend, high school athletic coordinators, principals, other District
3 representatives and PEA representatives will meet at the beginning of the school year to mutually
4 agree to the work that is to be done and will meet periodically there after.
5

6 **Section 20.8.2 Junior High Athletic Coordinator**

7 Junior high athletic coordinators shall receive a stipend of \$5,500 for work performed outside their
8 contract day. In addition they shall receive twelve (12) release days to be used during the school
9 year. They will receive a total of two (2) days of per diem rate to be used prior to the start of the
10 school year.
11

12 **Section 20.9 Exercise Programs for Staff**

13 Both the District and the Association recognize that employees who are in good physical condition will be
14 better prepared to meet the physically and mentally demanding tasks of teaching students. Therefore, the
15 District agrees to allow exercise programs which are conducted within the confines of their assigned school
16 site and which do not interfere with assigned responsibilities.
17

18 **Section 20.10 English Teachers**

19 English teachers in grades 9-12 shall receive two (2) release days each year to evaluate and assess student
20 work. Release days must be requested in whole day increments and no more than five (5) requests shall be
21 granted on the same day. Two teachers may request the release in half day increments if they arrange to
22 share a full day substitute at the same site.
23
24

25 **ARTICLE 21. LAYOFF AND RECALL**

26
27 **Section 21.1 General**

28 Determination by the District that any certificated employee of the District shall be laid off for the
29 following school year by reason of financial necessity, including, but not limited to, levy failure or
30 decreased state support, redirection, reduction, or elimination of I-728 funding, or reduced enrollment
31 necessitating layoff or discontinuation of a position(s) including those resulting from termination or
32 reduction of funding of categorically-funded projects over and above attrition, shall be made pursuant to the
33 provisions of this agreement, and shall be based upon financial resources available for the following school
34 year.
35

- 36 A. The term "layoff" as used herein refers to action by the District to reduce the number of
37 certificated employees in the District over and above attrition, and due to economic reasons
38 only; it does not refer to decisions to discharge or non-renew an individual certificated
39 employee for cause.
40
- 41 B. Layoff of certificated employees with valid contracts shall not be made during any school
42 year. All layoffs shall commence at the end of the school year. In the event of layoff, the
43 District shall provide written notice of non-renewal to all affected certificated employees on
44 or before May 15. The Association shall be notified of the possibility of layoffs not later
45 than April 15.
46
- 47 C. The District shall make a thorough effort to secure cooperation and funding from local, state
48 and federal government and non-government resources. Copies of written reports submitted
49 to the School Board detailing these efforts shall be provided to the Association.
50
- 51 D. Retained programs and activities shall attempt to minimize the consequence of the reductions
52 upon the student(s). Health and safety standards shall be maintained.

- 1
2 E. Layoff of certificated employees shall not occur unless the District can show there is a
3 financial problem that would prevent the District from employing certificated staff at the
4 same level as the previous year, or there is a reduction in enrollment necessitating layoff over
5 and above attrition, or there is discontinuation of a position(s) including those resulting from
6 termination or reduction of funding categorically funded projects. The District shall provide
7 the Association, upon its request, with a detailed report on the financial affairs of the District,
8 including copies of documents related to said finances and information related thereto.
9

10 **Section 21.2 Procedures for Staff Reduction**

11 In the event that it is necessary to reduce the number of certificated employees, those certificated employees
12 (collectively "certificated employees" herein) who will be retained to implement the District's reduced or
13 modified program and those certificated employees who will be terminated from employment or adversely
14 affected in contract status will be identified by using the following procedures:
15

- 16 A. Determination of Vacant Positions. The District will determine, as accurately as possible,
17 the total number of certificated staff known as of April 1, leaving the District for reasons of
18 retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and
19 these vacancies will be taken into consideration in determining the number of available
20 certificated positions for the following school year.
21
- 22 B. Certification. Possession of any valid Washington State Certificate with the necessary
23 endorsements which may be required by statute or administrative code for the position(s)
24 under consideration shall be a prerequisite for retention.
25
- 26 C. Employment Categories. The following categories and specialties are established to ensure
27 the qualifications of personnel assigned to retained positions:
28
- 29 1. Elementary teachers will be considered for retention in one category (K-6).
30 Elementary teachers shall include classroom teachers, elementary Title I/LAP,
31 elementary general music teachers, elementary physical education teachers,
32 and highly capable education teachers.
33
 - 34 2. Except as provided in Section 21.2(C)(1), secondary teachers (7-12) will be
35 considered for retention by teaching specialties such as science, math, social
36 studies, language arts, family and consumer science career and technical
37 education, music, art, health and fitness and world languages (by language).
38
 - 39 3. Other certificated employees will be considered for retention according to
40 their specialties, which will include:
41
42 Secondary Title I/LAP
43 English Language Learner (ELL)
44 School Nurses
45 Counselors
46 Librarians
47 Special Education Instructional Personnel (by field of specialty)
48 Itinerant Vocational Staff (by field of specialty)
49 Itinerant Special Education Support Staff (by field of specialty)
50 Instructional Coaches
51 Education Specialists
52 Administrative Assistants

1
2 Certificated employees on leave from the District shall be placed in the category appropriate
3 to said employees, and certificated employees employed on one year non-continuing
4 contracts shall not be so included.
5

- 6 D. Retention by Employment Category. Each certificated staff member will, in accordance with
7 the criteria set forth in paragraph E hereof, be considered for retention in the category or
8 specialty within a category appropriate to the position held at the time of the implementation
9 of these procedures. For the purposes of this section, an employee is currently performing in
10 any given category or specialty if .4 FTE or more of such employee's assignment is devoted
11 to such category or specialty. Certificated employees shall also be considered for retention
12 in such additional categories or specialties as any such employee may designate in writing to
13 the Superintendent or designee, provided, that in order to qualify for consideration in any
14 such additional category, the employee must have had a minimum of one (1) year full-time
15 professional experience* in each such additional category, a documented major or minor, or
16 an endorsement in a category.
17

18 All written designations for consideration in additional categories shall be submitted in
19 writing within five (5) working days after any request for such information is made by the
20 Superintendent or designee. Employees will be considered for additional categories only if
21 they do not qualify for retention in the category appropriate to the position held at the time of
22 the implementation of these procedures.
23

- 24 E. Selection Within Employment Categories. Certificated employees shall be considered for
25 retention in available positions within the categories or specialties for which they qualify
26 under Section 21.2(D) hereof. In the event there are more qualified employees than available
27 positions in a given category or specialty, the following criteria shall be used to determine
28 which employees shall be recommended for retention:
29

- 30 1. Total seniority as a certificated employee as documented[†] in the Human
31 Resources Office by December 15 of the school year shall be the basis for
32 retention for those categories and specialties identified in Section 21.2(C)
33 above. Within each such category or specialty, the employee(s) having the
34 greater seniority shall be recommended for retention[‡]. In the event ties exist,
35 the employee(s) having the most full days on paid status between September 1
36 and January 1 shall be retained. If a tie remains, the employee(s) having the
37 highest number of college or university credits beyond the B. A. Degree
38 earned by September 1 and recorded in the Human Resources Office by
39 December 15 of the current school year shall have preference. If ties still
40 remain, the employee(s) to be retained shall be determined by drawing lots
41 among the employees who tie.
42

- 43 2. "Seniority" within the meaning of this paragraph shall mean years of
44 certificated experience of the nature eligible for recognition by the District for
45 salary purposes, regardless of whether actually providing higher salary on a

* Employees who, by part time assignments, have accumulated the equivalent of one (1) year of full time experience in an additional category satisfy the requirements of this paragraph with respect to such additional category.

[†] It shall be the responsibility of the District to provide notice to each staff member the documented seniority and credits on file for that employee by November 15 of each school year.

[‡] It shall be the responsibility of the employee to review the seniority and credit information provided to them by the District and document any errors by December 15 of each school year. If more than one such employee is qualified for an open position, the criteria set forth in Section 21.2.E shall be applied to determine who shall be offered such position.

1 given salary schedule. Seniority shall be calculated as stipulated in the S-275
2 rules established by the State Superintendent of Public Instruction for
3 reimbursement purposes. [Appendix H attached]. For example, if a salary
4 schedule "tops out" at 15 years, an employee with 16.5 years would be senior
5 to an employee with 16.0 years.
6

7 Seniority shall be calculated based on documented experience for each
8 employee occurring prior to September 1 each year. The Association shall be
9 provided a seniority list by February 1 each year. The list shall not include
10 any certificated staff under replacement contracts on February 1.
11

12 F. Action by Superintendent or his/her Designee. The provisions of Section 21.2(A-E) above
13 shall be implemented on or before May 15 of the school year prior to the school year in
14 which any staff reductions may be necessary. The Superintendent or his/her Designee shall
15 take such action as may be required by statute to non-renew or adversely affect the
16 employment contracts of affected employees.
17

18 G. Employment Pool.
19

20 1. All certificated employees who are not recommended for retention in
21 accordance with these procedures shall be terminated from employment and
22 placed in an employment pool for possible reemployment for a period of up to
23 three (3) years. Employment pool personnel will be given the opportunity to
24 fill open positions within the categories or specialties identified in Section
25 21.2(C) for which they are qualified under Section 21.2(D).
26

27 2. When a vacancy occurs for which a person(s) in the employment pool
28 qualifies, notification from the School District to such individual will be by
29 certified mail or by personal delivery. Such individual will have five (5)
30 calendar days from receipt of the letter to accept the position.
31

32 **ARTICLE 22. PROFESSIONAL RESPONSIBILITY**

33 **Section 22.1. Professional Responsibility**

34 Members of the bargaining unit do not have the authority to direct or control the actions of other members
35 of the bargaining unit. Non-administrators, such as, but not limited to, Department Coordinators, Education
36 Specialists, Athletic and Activities Coordinators, Instructional Coaches, Career Specialists, On-Time
37 Graduation Specialists, ESA Coordinators, BSST members, etc. shall provide support and coordination for
38 programs in carrying out the programs and directives of their supervisors, but shall not have the authority to
39 perform supervisory functions (i.e. discipline, evaluation, directing, etc.).
40
41

42 All Instructional Coaches shall be provided with a computer with adequate memory to support assessment
43 and programs, and the furniture and work area necessary to accomplish the tasks of their positions. These
44 bargaining unit members shall be protected by all terms and conditions contained within this Collective
45 Bargaining Agreement, including and not limited to the current Evaluation tool.
46
47

48 Employees who need access to a secure printer will work with their building Principals/Supervisors to
49 identify a secure printer, and submit a service request form to the Information Technology Center.
50

1
2 **ARTICLE 23. JOB SHARE**
3

4 Employees who job share shall 1) receive a TRI package based on their respective FTE, times the amount
5 for which they would qualify in a full time position 2) share one benefit allocation on a prorated basis 3) be
6 eligible to work full LID and supplemental work days 4) share one professional growth fund and 5) any
7 other compensation provision agreed to by the parties.
8
9

10 **ARTICLE 24. LEARNING IMPROVEMENT CALENDAR (LIC) COLLABORATION DAYS**
11

12 **Overview.** The intent for the use of LIC days is for administration and certificated staff to work together to
13 improve student learning and achievement. Professional development and communications are necessary for
14 the improvement of student learning. This can only occur in an environment where people collaborate,
15 compromise, examine things from the other person’s point of view, treat each other with courtesy and
16 respect and focus on what is in the best interest of the students. The following concepts are the foundation
17 of the LIC Collaboration Days:
18

- 19 1. The principal is the educational leader in a school and is therefore responsible to work
20 continuously with staff to bring about the improvement of instruction and student learning.
21 Principals are obligated to bring legislative mandates, legal requirements, School Board and
22 administrative initiatives, and school issues to the staff.
23
- 24 2. The Comprehensive School Improvement Planning (CSIP) Team will use data and applicable
25 information to determine student improvement needs and professional development
26 opportunities. The team will design the annual plan which includes the work to be
27 accomplished and the time lines for implementation. Team members will ensure that other staff
28 members have been given an opportunity to give input. Following this input, the building
29 administrator, as the instructional leader, will direct and facilitate the work to be accomplished.
30
31 Prior to the end of each school year, building staff will have an opportunity to choose grade
32 level/department representation to reflect a cross-section of the diversity within the school and
33 community. Membership is to include at a minimum: the building Principal, a teacher, other
34 support staff, a parent and when appropriate, a student. The CSIP committee work which
35 extends beyond the 7.5 hour workday shall be compensated at the professional hourly rate.
36 The CSIP team will regularly communicate with and solicit input from the staff to ensure
37 maximum staff participation in school-wide learning improvement efforts.
38
- 39 3. The concept of collaboration is that administrators and certificated staff work together;
40 however work on the Collaboration Wednesdays does not always have to be done with other
41 people. For example, if the CSIP team has been involved in a process to identify strategies for
42 improving achievement scores, the employees might meet in grade level, subject area or job-
43 alike groups to discuss the work to be done, develop individual assignments and meet again
44 when appropriate.
45
- 46 4. Early release days on Wednesdays have been negotiated to provide principals, and certificated
47 staff time to work together. If there is no CSIP work or meetings scheduled, other work such
48 as grade level/subject area teachers working together may be done on the Collaboration
49 Wednesday. Employees will be treated as professionals and will be allowed to make decisions
50 regarding the use of this time. It is understood and expected that work to improve student
51 learning will be accomplished by both parties.

- 1
2 5. It is important that LIC activities be appropriate and related to an employee’s assignment. In
3 the event an employee believes a scheduled LIC activity is not relevant to his/her work
4 assignment, the employee shall discuss the matter with his/her supervisor. The employee and
5 supervisor may mutually agree on an alternate activity for the employee aimed at improving
6 student learning.
7

8 **Section 24.1 Part Time Employees LIC**

9 Part time employees will participate in Learning Improvement work if they are assigned to work on the
10 Learning Improvement day and they are scheduled to work in the afternoon. On a case-by-case basis, part
11 time certificated employees may request or be requested by the building administrator to participate on a
12 Wednesday and be paid at the employee’s per diem rate of pay.
13

14 **Section 24.2 LIC Parameters**

15 The LIC chart, found in Appendix J shall identify the type of LIC work that is to be performed on specific
16 LIC days. For any given month, the principal, building staff and District program supervisor may have the
17 flexibility to change the order of the days, except those days designated for Special Service job-alike
18 training. Any changes to the LIC must be communicated to the appropriate District supervisor and shall
19 preserve the amount of time in each respective category.
20

21 If there are only two (2) LIC days in a month, one shall be a principal day and the other an individual
22 planning day. If there are only three (3) LIC days in a month, the collaboration and teaming day will be
23 eliminated and an individual planning day will be substituted in its place. If there is a fifth (5) LIC day in
24 any month, the day will be used for individual planning.
25

26 During elementary conferences in the months of November and March, there shall be two additional LIC
27 days for evaluation and conference time.
28

29 **Section 24.3 Specific Requirements**

- 30 1. Non-emergency mandatory building meetings will not be called during individual planning
31 time.
32
33 2. Any and all Learning Improvement staff development or meetings shall end on or before the
34 end of the regular employee workday.
35
36 3. Walker High School will not participate in the LIC in order to accommodate their unique
37 needs.
38

39 **Section 24.4 Elementary Level LIC**

40 There will be a two and three quarter hour (2.75) early release at the elementary level. Learning
41 Improvement Calendar Days shall be used as follows:
42

- 43 1. Principal Day: for professional development and other work planned by the
44 Principal/District. Principals may use this day for the monthly staff meeting if they so
45 choose.
46
47 2. Collaboration and Teaming Day: for collaboration and team work aimed at addressing the
48 Comprehensive School Improvement Plan. Such work may include but not be limited to:
49 CSIP development/review, collaborative assessment of student work, professional
50 development, short/long range planning, curriculum development and/or alignment, grade
51 level meetings, job-alike meetings, vertical teaming, and/or study groups. At a minimum,

1 half of the time will be used for implementation of this work by grade level or department
2 team.

- 3
4 3. Evaluation and Conference Day: for self-directed work including but not limited to:
- 5 a. preparing and analyzing student work or assessments;
 - 6 b. communicating to parents through conferences or by phone, newsletters,
7 and/or email;
 - 8 c. collaborating with specialists or ESAs on IEPs or 504 Plans;
 - 9 d. aligning work to the EALRs;
 - 10 e. developing and/or reviewing Student Learning Plans;
 - 11 f. participating in SRC meetings or other staffing; and/or
 - 12 g. doing any other work deemed necessary by the educator to fulfill his/her
13 commitment to the total child.

14
15
16
17
18
19
20
21
22 The expectation is that each teacher will hold at least one face-to-face conference with every
23 student's parent/guardian during the first semester of the school year. During the second
24 semester, the expectation is that teachers will hold face-to-face conferences with
25 parents/guardians whose student is not meeting standard or on an "as needed basis" as
26 requested by either the teacher or parent/guardian.

- 27
28 4. Individual Planning Day: for self-directed planning and/or other work focused on meeting
29 the needs of the total child.
- 30
31 5. Special Services Job-alike Day (Resource, Self-Contained, Title/LAP, ELL): for
32 collaboration and team work planned by Special Services. The work on these days may
33 include but not be limited to: professional development, behavior intervention strategies,
34 compliance support, curriculum/instruction and assessment strategies, and/or sharing
35 successful practices. Four (4) of these days shall be scheduled throughout the year.

36
37 **Section 24.4.1 Elementary LIC Conferences**

- 38 1. Evening conferences may be scheduled at each site to accommodate parents. Each
39 building may designate at least one evening conference date per semester. A principal
40 or designee will be present at the building evening conferences. Needs related to
41 night conferences (i.e. heat, lighting) should be communicated to the principal or
42 designee.
 - 43
44 2. When an evening conference is held, principals shall compensate employees by
45 allowing them to leave early on another evaluation and conference day or another
46 early release day.
 - 47
48 3. There will be no half-day kindergarten classes on Evaluation and Conference Days in
49 November and March.
- 50

1 **Section 24.5 Secondary Level LIC**

2 There will be a one hour early release at the secondary level. Learning Improvement Calendar days shall be
3 used as follows:

- 4
- 5 1. Principal Day: for professional development or other work planned by the Principal/District.
6 Principals may use this day for the monthly meeting if they so choose.
7
- 8 2. Collaboration and Teaming Day: for collaboration and team work aimed at addressing the
9 Comprehensive School Improvement Plan (CSIP). Such work shall include but not be limited to:
10 CSIP development/review, collaborative assessment of student work, professional
11 development, short/long range planning, curriculum development and/or alignment, grade
12 level meetings, job-alike meetings, vertical teaming, and/or study groups.
13
- 14 3. Department Collaboration Day: for department collaboration work aimed at addressing the
15 Comprehensive School Improvement Plan (CSIP) and other departmental concerns or issues.
16 Collaboration time shall be with building departments, District departments or building
17 interdisciplinary teams.
18
- 19 4. Individual Planning Day: for self-directed planning and/or other work focused on meeting
20 the needs of the total child.
21
- 22 5. Special Services Job-alike Day (Resource, Self-Contained, Title/LAP, ELL): for
23 collaboration and team work planned by Special Services. The work on these days may
24 include but not be limited to: professional development, behavior intervention strategies,
25 compliance support, curriculum/instruction and assessment strategies, and/or sharing
26 successful practices. Four (4) of these days shall be scheduled throughout the year.
27

28 **Section 24.6 ESAs and Specialists LIC**

29 The term Educational Staff Associate (ESA) shall include the following certificated staff members:
30 occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP), audiologists,
31 nurses, psychologists, vision specialists, orientation and mobility specialists (O&M), counselors, and behavior
32 support specialist team (BSST).
33

34 Learning Improvement Calendar days shall be used as follows:

- 35
- 36 1. District Day: for professional development planned or other work directed by a designated
37 District administrator and group assigned coordinator.
38
- 39 2. Collaboration Day: for work with job-alike team, professional development, or collaboration.
40
- 41 3. Report/IEP Day: for writing reports, IEPs and conferencing.
42
- 43 4. Individual Planning Day: for individual planning.
44

45 It is important for ESAs to participate in LIC work in the building in which their role directly impacts
46 student achievement and to be involved in collaborative work, professional development and job-alike
47 meeting with their peers. An ESA will communicate with his/her principal/supervisor as to the activity
48 he/she plans to attend. If there is a conflict between Administrators as to what activity an ESA should
49 attend, the Administrators will resolve the matter.
50

PART III - INSTRUCTION

ARTICLE 25. CLASS SIZE

Section 25.1 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	18-22*	7-12 General Classroom	150/day
First Grade	18-22*	PE	175/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 have the opportunity to receive paraeducator time or additional compensation.

The District shall provide a class size report to the Association three (3) weeks following the start of each semester, and thereafter upon request.

* The K-1 class size goals shall be increased if the state basic education apportionment ratio, local levy funding, I-728 funding, or federal class size reduction funding falls below the 2002-03 school year level. These class size average goals shall not increase past twenty-two (22) students in any case.

Section 25.2 Workload Relief

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

Section 25.3 Elementary Class Size Triggers

Classroom assistance will be provided as indicated in the chart below when these triggers are reached:

	1	2	3	4
Grade	\$750 Stipend	\$1,000 Stipend	3.0 hr/day Para	4.0 hr/day Para
AM/PM Kindergarten	21	22-23	24-25	26
Full-Day Kindergarten	21-22	23-24	25	26
First	21-22	23-24	25	26
Second	24-25	26-27	28	29
Third	25-26	27-28	29	30
Fourth	27-28	29-30	31-32	33
Fifth	29-30	31-32	33-34	35
Sixth	29-30	31-32	33-34	35

The first count for class size overload assistance will be on the 4th school day in September. Based on this count, the District will assess the class size loads district-wide and identify those employees eligible for assistance using the chart above. Assistance will then be provided by placing para substitutes into classes or

1 extending the hourly assignments of paraeducators already assigned to a building. Those classes with the
2 larger class sizes will receive priority consideration. The final count for class size overload assistance will
3 be taken on the 11th school day and adjustments in paraeducator time will be made according to the chart
4 above. The same process will be used in January on the 2nd Monday.

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

9
10 If additional students are added to a classroom beyond the fourth (4th) column, the District, the Association,
11 and the affected teacher(s) will meet to discuss additional paraeducator assistance and/or compensation.

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

16
17 An elementary teacher whose class size falls within the first column of the trigger chart may elect to waive
18 the \$750 stipend and receive one (1) hour of paraeducator assistance time per semester instead of the
19 stipend. An elementary teacher whose class size falls within the second column of the trigger chart may
20 elect to waive the \$1,000 stipend and receive two (2) hours of paraeducator assistance time per semester
21 instead of the stipend. For columns three and four, only paraeducator assistance is available.

22 23 **Section 25.4 Combination Classrooms**

24 The principal shall conduct a staff meeting among all classroom teachers affected by the establishment of a
25 combination classroom to discuss the criteria and the procedures for its formation. The number of students
26 in a combination primary room should not be more than twenty-three (23) students and twenty-five (25) in
27 an intermediate room without the teacher's approval. The number of students in a combination
28 primary/intermediate room should not be more than twenty-four (24) students without the teacher's
29 approval. The District will make a reasonable effort not to assign non-sequential combination classes.

30
31 Upon creation of a combination class in grades 5/6 and 1/2, the District will meet with the employee and a
32 PEA representative to consider options to alleviate the curriculum concerns.

33 34 **Section 25.5 Inclusion of Special Education Students**

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

39 40 **Section 25.6 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.

43

Total Student Workload	Stipend Per Semester
150 – 153	\$400
154 – 157	\$750
158 – 161	\$1,000
162 – 165	\$1,200
166 – 169	\$1,400
170+	\$1,600
PE Teachers 175+	\$1000

Music Jr. High 230	\$1000
Music Sr. High Vocal 205	\$1000
Music Sr. High Instrumental 180	\$1000

Digitool teachers will receive a stipend based on the total number of 9th grade students divided by two (2).

The following are excluded from the above provision: JAG, advisory, 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.

Teachers who are not 1.0 FTE will have their total student workload and stipend prorated based on their FTE. For purposes of this section, buy outs will be considered a 1.2 FTE.

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

If a secondary administrator elects, with input from the staff, to use one (1) FTE certificated staff member in an instructional support role (instead of teaching five classes), the members of that staff will add +3 to class overload trigger numbers in each cell. Prior to making this decision, the staff will be informed of the estimated impact regarding class size and triggers.

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

Stipends will be paid based on the official enrollment counts on November 1 and March 1.

ARTICLE 26. STUDENT LEARNING PLANS

In order to effectively implement student learning plans (SLPs), employees shall have the opportunity to utilize the October LID to perform work related to developing student learning plans and interventions. Efforts will be made to fairly distribute SLPs and to consider workload issues.

Upon completion of a SLP, the employee will make two attempts to conference with the student's parent/guardian. After two unsuccessful attempts, or one no-show for a scheduled conference, the SLP will be mailed to the parent/guardian. The SLP form sent home to the parent(s)/guardian(s) of the student will be signed by the building administrator and contain a list of the SLP participants.

All SLP forms and conferences will be completed by the end of first semester.

ARTICLE 27. SPECIAL SERVICES

Section 27.1 General

Special Services programs provide support and intervention for students who have health needs and/or who have been identified for specific interventions. Current special services policies and regulations are available on the Puyallup School District website. All students are general education students first. An individual student can receive additional support through special services programs when he/she qualifies by meeting eligibility criteria. Collaboration between special and general education staff is essential to plan, implement and assess appropriate support. Placements of students with Individual Education Plans (IEPs) will be in the least restrictive environment as determined by the IEP team and will be consistent with state and federal guidelines and regulations.

1
2 Workspace. Employees will work with special services administrators and assigned building principals to
3 identify appropriate work and/or teaching spaces. A secure space will be available to keep confidential
4 materials. In addition, effort will be made to provide access to locking storage, a computer, a printer, and a
5 phone.

6
7 Special Services Program Definitions

- 8
9 1. Special Education provides a full continuum of services for students with disabilities, ages 3-
10 21 within an appropriate, individualized program for each student in the Least Restrictive
11 Environment (LRE), consistent with state and federal regulations. Certificated Staff include:
12 Elementary and Secondary Special Education Teachers, School Psychologists, Speech and
13 Language Pathologists, Behavior Specialists, Occupational and Physical Therapists,
14 Audiologists, Vision Specialists, Orientation/Mobility Specialists, Education Specialists,
15 Teachers of the Deaf & Hard of Hearing.
- 16
17 2. Title I/LAP (Learning Assistance Program) provides supplemental services in reading,
18 writing, or mathematics to struggling students. Certificated Staff include: Title I/LAP
19 teachers.
- 20
21 3. English Language Learner (ELL) program provides language acquisition instruction for
22 students who qualify. Certificated Staff include: ELL teachers.
- 23
24 4. Health Services provides services to students having medical or health related concerns. Staff
25 include: Registered Nurses.
- 26
27 5. Section 504 (students) of the Americans with Disabilities Act is a federal regulation that
28 directs school districts to provide accommodations for students with disabilities. These
29 students may or may not be eligible for special education services as well.

30
31 Section 27.2 Special Education Extra Supplemental Days

32 Each psychologist will receive eleven (11) extra days at per diem. Each nurse will receive six (6) extra days
33 at per diem. Each SLP will receive four (4) extra days at per diem. Each OT, PT, Audiologist will receive
34 three (3) extra days at per diem and each special education teacher will receive three and one half (3.5) extra
35 days at per diem, to prepare individual education plans and/or assessment reports, or hold meetings related
36 to such responsibilities as determined by the employee. One half (1/2) day of the three and one half (3.5)
37 days will be used for District directed professional development related to compliance and special education
38 requirements. There will be more than one opportunity for these professional development trainings. Part
39 time employees shall receive a prorated number of days based on their FTE.

40
41 Section 27.3 Class Balance/Work Load/Case Load

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

46
47 The District will evaluate special services caseload and workload using student data. Caseload consideration
48 for special education staff will include current IEPs only (does not include referrals). A staffing report for
49 ESAs and special services staff will be provided to PEA by October 15th.

50
51 An employee may request a meeting with assigned Special Services administrator and a PEA representative

1 to discuss caseloads when one of the following numbers is reached.

2
3 Secondary Caseload Numbers:

4 Options 14
5 STARS/SOS 12 per session
6 Resource 35
7 KITE 13
8 DD/SAIL 14
9 WALT 14
10 Advance 14
11 EXCEL 13
12 WRAP 14

13
14 Elementary Caseload Numbers:

15 Preschool 13 per session
16 Resource 35
17 KITE 12
18 ESAIL 13
19 WRAP 12
20 EXCEL 9
21 Adjustment 14

22
23 ESA/Other Caseload Numbers:

24 OT/PT 50
25 SLP 50

26
27 The following positions are unique and not tied to specific caseloads. An employee may request a
28 meeting with a Special Services administrator and a PEA representative to discuss solutions for
29 workload concerns:

30
31 Audiologists
32 Nurses
33 Psychologists
34 Title I/LAP
35 ELL

36
37 The conversation will include consideration of the following factors before a solution is determined to be
38 necessary:

- 39
40
- Number of IEPs and number of minutes on IEPs
 - Existing paraeducator, COTA, SLPA, psych intern support
 - Space and equipment available
 - Number of sites/schools and travel time
 - Specific student and behavioral needs
 - Other unusual and/or impacting factors
- 44
45
46

47 A pool of \$125,000 will be available for possible solutions.

48
49 ESAs and nurses shall not be assigned supervision for Advisory.

1 **Section 27.4 Determining Special Service Delivery Models**

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

5
6 Service delivery models are dependent on the student population and needs, and must align with state and
7 federal regulations.

8
9 **Section 27.5 Review of IEP Program/Placement**

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

13
14 **Section 27.6 Students with Health Conditions**

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

18
19 **Section 27.7 Special Education Student Information**

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

22
23 **Section 27.8 General Education Role as it Relates to Meeting the Needs of Students Receiving Special**
24 **Education Services**

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

49
50 **Section 27.9 Special Services-Professional Development**

1 On an annual basis the District shall provide workshops available to general education staff members
2 regarding suggested interventions to assist students with behavioral and academic challenges, data
3 collection/documentation techniques and other relevant topics as appropriate.
4
5

6 **ARTICLE 28. PARA EDUCATORS**

7 8 **Section 28.1**

9 Assistants and paraeducators may be employed to aid professional school personnel wherever it is indicated
10 that such services will provide for improvement in the school programs.
11

12 Assistants and paraeducators shall not assume professional responsibility for the guiding of instruction or
13 the control of students for instructional purposes. These responsibilities reside with the professionally
14 certificated employee.
15

16 **Section 28.1.1**

17 Employees shall not be required to do paraeducator evaluations, however they are encouraged to
18 provide input so a fair evaluation can be written for the paraeducator.
19

20 **Section 28.2**

21 Playground, bus and recess supervisors shall not be considered as performing professional instructional
22 responsibilities.
23

24 **Section 28.3**

25 Employees who are assigned paraeducators shall only be responsible for supervision of the paraeducator
26 while the employee and paraeducator are at the same worksite. Employees shall not be responsible for
27 supervision of a paraeducator during the employee's lunch or planning period.
28

29 **Section 28.4 Staff Utilization**

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

43 **ARTICLE 29. BUILDING STANDARDS**

44 45 **Section 29.1**

46 In order to insure that an optimum learning environment exists in a new, remodeled or rebuilt school, an
47 advisory committee of five (5) members including the Executive Director of Facilities to represent the
48 facility in question shall be formed. The Central Administration shall appoint two (2) members; the
49 Association shall appoint two (2) certificated employees. The function of the committee shall be to:
50

- 1 A. Assist the Executive Director of Facilities in determining the progress toward readiness of
2 the facility to be opened, using the Board approved educational specifications as the measure
3 of completion.
4
- 5 B. Make recommendations to the Executive Director of Facilities on what planned work is to be
6 completed before occupancy. This planned work will be incorporated into the punch list
7 attached to the “Certificate of Substantial Completion.”
8
- 9 C. Assist the Executive Director of Facilities in selecting alternate housing options or a delayed
10 school opening.
11

12 Said committee shall make its recommendations on readiness or alternatives at least two (2) weeks in
13 advance of the opening of school. If said committee finds deficiencies with respect to the Educational
14 Specifications, it shall recommend what work needs to be completed before occupancy should occur to: (1)
15 The Executive Director of Facilities, who will incorporate items into the “punch list” attached to the
16 “Certificate of Substantial Completion”; (2) The Association President; and (3) The Superintendent, who
17 will share the recommendations with the School Board as a part of his/her regular reports on the status of
18 District facilities. If occupancy occurs before completion of the recommendations, the District shall report
19 to the committee as to the status of the committee's recommendations and specify the date by which the
20 work is expected to be completed.
21

22 **Section 29.2**

23 Communications' capacity being important, the District will continue to include telephones in each
24 classroom as buildings are built or totally remodeled.
25

26 Each existing classroom shall be equipped with a means of communicating with the Main Office. Each site
27 will have a phone designated for faculty use for private conversations. The need for staff members to
28 receive messages at work is recognized, and in each building this process will be collaboratively arrived at
29 for utilizing the system and persons available. However, it is agreed that staff members will, except in
30 emergency cases, restrict their use of phones to times that will not diminish the District from the educational
31 process and that personal business calls should be made outside the school day.
32

33

34 **ARTICLE 30. STUDENT DISCIPLINE, SAFETY AND SECURITY OF STUDENTS AND STAFF**

35

36 **Section 30.1 No Tolerance Policy**

37 The District and the PEA are jointly committed to providing quality educational programs in a warm, open,
38 supportive environment which protects the safety and security of all students and staff. Therefore, the
39 parties agree that an optimal teaching and learning climate for staff and students requires a no tolerance
40 policy for weapons, dangerous devices, and assaultive behavior. The parties recognize the increasing
41 incidence of weapons, dangerous devices, and serious assaults in the society in general and in the nation's
42 schools, and recognize that with such serious misbehavior, experience has shown that normal sanctions less
43 severe than expulsion have failed to preserve a safe and orderly educational environment.
44

45 **Section 30.2 Prohibition of Weapons and Assaultive Behavior**

46 To achieve the above, it is agreed that possession or use of weapons, explosives, firecrackers, illegal knives,
47 or other items capable of producing bodily harm shall be prohibited. Consistent with student due process
48 and other legal requirements, the normal penalty shall be expulsion for possession or use of any weapons or
49 dangerous devices, including but not limited to any weapon listed as a deadly weapon in RCW 9A.04.110 or
50 local ordinances. Likewise, when any item is used by the aggressor as a weapon, or which a victim
51 reasonably believes to be a weapon, the same sanctions will apply. Further, it is agreed that the normal
52 penalty is emergency expulsion and other appropriate sanctions for any student who commits a serious

1 assault. Serious assaultive behaviors are defined as either physical assaultive behavior (purposeful
2 assaultive, aggressive behavior, with intent to do serious harm), or verbal assaultive behavior (racial threat
3 or threat to do serious bodily physical harm, either student-to-student or student-to-staff). An emergency
4 expulsion shall continue if the Superintendent or designee has good and sufficient reason to believe the
5 student(s) presence poses an immediate and continuing danger to employee(s), a student, other students or
6 school personnel, or an immediate and continuing threat of substantial disruption of the class, subject,
7 activity or educational process of the student(s) school. In making that determination, the hearing officer
8 shall solicit input from the staff and administration of the building(s) directly affected.

9 10 **Section 30.3 Assistance and Support**

11 The District shall provide prompt assistance and support to certificated employees in connection with
12 student discipline problems. An administrator or acting administrator, volunteering to be invested with the
13 authority to act as such shall be available during school hours. When the administrator is away from the
14 building, but in the District, an administrator shall be on call. When the building administrator is out-of-
15 district or absent for half the day or more, a substitute shall be provided when needed to maintain the
16 building administrative coverage, unless a building's assistant principal is available. Teachers shall not be
17 asked to accept the administrative responsibility and still teach their assigned classes.

18
19 In the maintenance of a sound learning environment, the certificated employee and the District shall expect
20 and work to enforce acceptable behavior on the part of all students who attend schools in the District.
21 Certificated employees shall operate within State law and District policy in maintaining good order and
22 discipline in their classrooms at all times.

23
24 Without revealing specific information regarding criminal histories, medical histories, or specifically
25 protected private information, receiving certificated employees will be notified in an appropriate manner of
26 students who have exhibited serious assaultive behavior prior to their admittance to classrooms. Staff
27 members so informed shall treat the information as confidential.

28 29 **Section 30.4 Class Exclusion**

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

45 46 **Section 30.5 Disciplinary Standards**

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

51 52 **Section 30.6 Disruptive Students**

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

7
8
9 **ARTICLE 31. SAFE WORKING CONDITIONS**

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

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

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

29
30
31 **ARTICLE 32. DISTRICTWIDE COMMITTEES**

32
33 **Section 32.1 Instructional Program**

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

43
44 **Section 32.2 Other Committees**

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

1 **Section 32.3 Composition**

2 The composition of district wide task forces and committees shall be reviewed by the Association prior to a
3 committee meeting to ensure appropriate representation of Association members.
4

5
6 **ARTICLE 33. STUDENT TEACHERS**
7

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

11
12 Guidelines for consideration include: (1) only one student teacher per year per supervising teacher, (2)
13 assignment only with an experienced teacher, (3) the program is voluntary, and (4) spring preplanning is
14 valuable in making the program effective.
15

16
17 **ARTICLE 34. GRADING STANDARDS**
18

19 Teachers are responsible for setting permissible standards for grading students, communicating those
20 standards and fairly applying them. Such grades and/or comments will only be changed in accordance with
21 the law or District policy. Prior to making any decision which alters any grade or comment or making a
22 recommendation to alter a grade or comment, a building administrator/supervisor will study the records,
23 ascertain the factors involved and consult with the employee who gave the grade. If a grade or comment is
24 altered by a District representative, the employee and parent/guardian of the impacted student shall be
25 notified in writing. (See WAC 180-44-010 and RCW 28A.150.240)
26

27 The District will form a committee during the 2008-2009 school year to study the technical requirements of
28 the elementary report card to look for potential ways to simplify and/or improve it.
29
30

31 **PART IV - SUBSTITUTES**
32

33 **ARTICLE 35. SUBSTITUTES**
34

35 **Section 35.1 Application of Agreement**

36 The provisions of this section apply only to represented substitutes as defined in Article 1. Only the
37 sections of this Collective Bargaining Agreement specifically referred to in this Article shall be applied to
38 substitute employees. The sections of this Agreement applying to substitutes shall be:
39

- 40 A. Student Calendar
- 41 B. Article 1 (Administration of Agreement, Section 1.2 only)
- 42 C. Article 2 (Payroll Deductions, Sections 2.4.1, 2.4.2 and 2.4.3 only)
- 43 D. Article 3 (Grievance Procedure)
- 44 E. Article 4 (Individual Rights, Section 4.1 only)
- 45 F. Article 5 (Staff Protection)
- 46 G. Article 6 (Controversial Issues as set out in Section 36.2)
- 47 H. Article 30 (Student Discipline)
- 48 I. Article 31 (Safe Working Conditions)
- 49

50 **Section 35.2 Job Assignments**

51 It is agreed that substitutes work on call and have no guarantee of employment on a day-to-day basis. When
52 assigning substitutes on a daily basis the following factors will be the basis for selection: principal or

1 supervisor request, teacher request, reports of previous placements, formal training, certification,
2 endorsements, previous substituting experience, immediate availability, demonstrated willingness to accept
3 assignments, length of time with the District and administrative convenience. Substitutes are responsible for
4 carrying out their responsibilities as outlined in the Puyallup School District Substitute Teacher Handbook,
5 including, but not limited to, following the teacher's lesson plan. The District shall notify substitutes of the
6 handbook and shall make this accessible. Substitutes, however, are protected as regular employees by
7 Article 6, Teaching of Controversial Issues.

8 9 **Section 35.3 Job Exclusion**

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

24 25 **Section 35.4 Compensation**

26 Substitutes pay shall be .38% of the base salary for teachers. Senior substitutes shall be paid 103% of the
27 regular substitute pay rate. A half-day shall be defined as 4 hours and paid at 54% of the regular substitute
28 full days pay. On LIC Wednesdays, substitutes shall work 4.5 hours and be paid at 60% of the regular
29 substitute full days pay. On the 20th day of work in a single continuing assignment, retroactive to the first
30 day of the assignment, a substitute shall be paid at the per diem rate that employee would receive if paid on
31 the salary schedule for regular employees. Further, when substitutes are placed in assignments known from
32 the outset to extend more than twenty (20) days, that per diem rate shall be paid from day one (1). Upon
33 completion of the school year substitutes shall receive one of the following incentive bonuses: \$200 for
34 working the equivalent of 50 full days, \$300 for working the equivalent of 70 full days, or \$400 for working
35 the equivalent of 90 plus full days.

36 37 **Section 35.5. Long Term Assignments**

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

47 48 **Section 35.6 Length of Work Day**

49 The length of the school day is 7-1/2 hours for substitutes. Except in the case of unusual circumstances, the
50 substitute shall have the same planning time as the employee for which the substitute has been assigned.
51 Substitutes expected to work beyond the 7-1/2 hour work day will be compensated at their extra hourly rate
52 of pay. The hourly rate of pay will be based on a 7-1/2 hour work day and the individual substitute's

1 classification. A substitute assigned to work more than one-half (1/2) day, with prior notice, will be
2 required to work a 7-1/2 hour day. When a substitute teacher is asked to cover for another teacher during
3 planning periods or when asked to teach during a planning period that has been “bought out,” they shall
4 receive additional compensation. The District shall provide a duty free lunch for substitutes traveling
5 between buildings.

6 **Section 35.7 Information Access**

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

15 **Section 35.8 Required Training Support**

17 It is agreed that FBI background check, fingerprinting and HIV/Hepatitis B training are conditions of
18 employment, and costs are to be assumed by any person seeking employment in the District. However,
19 employees who retire from the District shall be automatically accepted into the substitute pool upon request
20 without application, interview, fingerprinting or FBI background check as long as there has been no break
21 in service from the time the employee retires to the time they join the substitute pool. If the District requires
22 additional training of represented substitutes, the District agrees to pay a pro rata of the daily substitute rate
23 for attending such training. The District will provide a Job Search Seminar at least once a year for
24 substitutes.

25 **Section 35.9 Senior Substitutes**

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

- 32 A. There has been no other substitute specifically requested by a supervisor or teacher;
- 34 B. The substitute has the necessary background and training;
- 36 C. The substitute has demonstrated competence by previous work in the area of the assignment;
- 38 D. The substitute is available when called; and
- 40 E. The substitute has not already been placed in an assignment for that time period.

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

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

51 **Section 35.10 Health Care Benefits**

1 To the extent possible under the terms of contracts with providers, and to the extent permissible under law,
2 substitutes will be provided medical/dental insurance eligibility as set out below:

- 3
- 4 A. Any substitute teacher who worked as a substitute teacher for ninety (90) days or more in the
5 District during the immediately preceding school year, and who remains available to work as
6 a substitute in the District, may participate in the plan by notifying the District before August
7 15 of his/her desire to participate in the plan for the upcoming school year.
- 8
- 9 B. Any substitute teacher participating in the Plan shall be eligible to join, on a self-pay basis,
10 any of the District approved medical insurance plans or other voluntary insurance plans,
11 subject to any conditions imposed by the District's insurance carriers. The initial payment
12 must be received in the District Payroll Office before August 15.
- 13
- 14 C. Initially the substitute teacher who is eligible for insurance coverage shall make the first
15 month's payment and a second month's deposit. By the fifth (5th) day of each month
16 thereafter, the substitute teacher shall submit to the District Payroll Office a check in the
17 amount of the premium due.
- 18
- 19 D. In a month when the substitute teacher fails to deliver payment to the District Payroll Office,
20 the deposit will be forwarded to the insurance carrier as payment. If the deposit is used, the
21 District Payroll Office shall notify the substitute teacher within two weeks that the deposit
22 was used. The substitute teacher shall be solely responsible for leaving another deposit with
23 the District Payroll Office within two weeks to make the premium payment if it is again
24 necessary.
- 25
- 26 E. Failure to make the required payment to the District Payroll Office as detailed in 1 and 2
27 above shall serve as the substitute teacher's notice to the District that the substitute teacher
28 wishes to discontinue his/her medical/dental insurance coverage.
- 29

30 **Section 35.11 Employment Interviews**

31 Substitutes who work more than seventy-five (75) assignments in a school year prior to the annual Puyallup
32 School District Recruitment Fair (typically in March) will, upon request, be granted an interview during the
33 recruitment fair.

34

35

36 **PART V - MISCELLANEOUS**

37

38 **ARTICLE 36. SITE-BASED DECISION MAKING**

39

40 **Section 36.1**

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

50

51 **Section 36.2**

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

6
7 **Section 36.3**

8 Site-based decisions shall not violate Board policies, state law, or this Agreement.
9

10 **Section 36.4**

11 Special Services staff members who have no school site to which they are attached per se, and/or no
12 building staff with whom they need to be involved regarding a particular site decision, shall for the purposes
13 of this Article be considered part of a site-based team assigned to the Special Services Office.
14
15

16 **ARTICLE 37. TEACHER ASSISTANCE PROGRAM**

17
18 The District will follow the listed criteria and processes in implementation of the Teacher Assistance
19 Program in accordance with (WAC 392-196) and the criteria specified.
20

21 1. **Selection of Mentor and Beginning Teachers**

22
23 It is recognized that funding may limit the participation of eligible teachers as per WAC 392-196.
24 Thus selection of beginning teacher participants shall be based on their hiring seniority and
25 willingness to participate. In the event a beginning teacher is unable to participate, the next eligible
26 beginning teacher will be contacted by the building principal for participation.
27

28 Mentor teachers must meet the criteria specified in the legislation and participation will be on a
29 voluntary basis. Mentor teacher selection will be based on: a) similarity of assignment to the
30 beginning teacher (i.e. same grade level and subject area) and b) a willingness to fully participate in
31 program seminars and related activities.
32

33 2. **Funding and Compensation**

34
35 The program will be funded through an allocation provided by the state. Compensation will be
36 based on 75% of the remaining funds to the mentor and 25% to the beginning teacher.
37
38
39

40
41
42 **THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN:**
43 **PUYALLUP SCHOOL DISTRICT AND THE PUYALLUP EDUCATION ASSOCIATION**
44
45

46 _____
47 ASSOCIATION PRESIDENT

DATE

48
49
50 _____
51 FOR THE DISTRICT

DATE

1
2 Association Bargaining Team

3 Sara Rosin
4 Margaret Langston
5 Keri McKenna
6 Shirley Baker
7 Claire Ellis
8 John Moore
9 Kim Ramsey
10 Louis Tibbs

District Bargaining Team

Larry Sera
Lisa Berry
Krista Bates
Amie Brandmire
Brian Lowney
Eric Molver
Jay Reifel
Chrys Sweeting

11
12
13
14
15
16
17
18
19
20 **Memorandums of Agreement**
21 **Puyallup School District and the Puyallup Education Association (PEA)**

22
23
24 **Employees on Special Assignments**

25
26 The District will provide the Association with complete information regarding FTE release, stipends and
27 extra days offered to employees assigned to district coordinator positions and to employees on special
28 assignment (eg: instructional coach, education specialist, career specialist, on-time graduation specialist) .
29

30 For the 2008-09 school year, the District will provide the nursing supervisor with the release period and
31 stipend consistent with the term of the previous contract and will provide instructional coaches with the
32 compensation and conditions consistent with the MOA agreed to between the PSD and the PEA.
33

34
35
36 **Evaluation - Professional Growth Option**

37
38 The District and the Association will form a committee to study a professional growth model including the
39 purpose, process, and tools. The committee shall be comprised of seven (7) members representing the PEA
40 and seven (7) members from the District. The committee will be convened during the 2008-09 school year
41 and make its recommendation to the Superintendent and Association President by June 30, 2009.
42

43
44
45 **Domestic Partner Insurance Benefits**

46
47 The District will research payroll and tax implications for domestic partner insurance benefits with
48 assistance from PEA. The District shall make domestic partner insurance benefits available to employees as
49 soon as possible, but no later than September 2009.
50

1
2 **Class Sizes**
3

4 For each year of this contract, an additional 2.0 FTE non-supervisory certificated staff will be given to each
5 of the three comprehensive High Schools, 1.2 FTE non-supervisory certificated staff to Aylen, Ballou,
6 Ferrucci, Glacier View, Kalles and Stahl Junior High Schools and .8 FTE non-supervisory certificated staff
7 to Edgemont Junior High School above the number of staff determined and allocated to them by the District
8 to help in reducing class sizes. This provision is not intended to guarantee a certain level of staffing. This
9 provision shall be in effect for the term of this agreement and shall not continue beyond the duration of this
10 agreement unless specifically agreed to in writing by both parties.
11
12
13
14
15
16
17
18
19

20 **Memorandum of Agreement**
21 **Puyallup School District and the Puyallup Education Association (PEA)**
22
23

24 **Teacher Access Center (TAC) Support Plan for 2008-2009**
25

26 Recognizing the importance of communication to parents/guardians and students regarding student progress, the
27 Puyallup School District is dedicated to supporting staff in the implementation of the Teacher Access Center
28 (TAC). The district acknowledges and appreciates the efforts made by staff to implement this student data
29 management system.
30

31 As we work toward full implementation of StudentPlus during the 2008-2009 school year, the district will
32 provide ongoing support to staff. That support will include:
33

- 34 • New Teacher training: new teachers will receive a day of technology training which will include TAC
35 training.
- 36
- 37 • Daily 'drop in' training sessions will be provided at ITC during the first two (2) weeks of school for staff
38 to receive individualized support. Staff will be compensated at the professional rate for training beyond
39 the regular work day.
- 40
- 41 • 'Drop in' training sessions will be provided at ITC for the first two days of the elementary trimester
42 report card. Staff will be compensated at the professional rate for training beyond the regular work day.
43
- 44 • Regional Building Technology Liaisons (BTL) will be identified in order to provide regional support for
45 elementary staff.
- 46
- 47 • Secondary schools will identify a BTL to provide daily ongoing support for building specific questions.
48
- 49 • Building administrators will continue to receive TAC training.
- 50
- 51 • Specialized training by work groups will be provided when requested and appropriate. Staff will be
52 compensated at the professional rate.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

- Potential upgrades will go through a testing process that will include user group involvement before going 'live.' Upgrades will occur during the school year only if they will not disrupt the necessary and important work of staff. In that case, they will be completed during summer months.
- The district will make an ongoing effort to resolve problems/concerns and communicate consistently regarding TAC assistance and system availability.
- The District will gather input from a cross section of TAC users (from advanced to novice levels of proficiency) to assist in responding to TAC concerns.
- Wider access to student information may be required and may be provided to specific work groups (i.e. counselor, specialists, resource teachers, department chairs) on an as needed basis. Such requests will be made to the building administrator who will contact ITC regarding this request.
- Easy Grade Pro (EGP) aligns with TAC for elementary staff who choose to use EGP as their grade book.

APPENDIX A:

**PUYALLUP SCHOOL DISTRICT
SALARY SCHEDULE FOR 182 DAYS, NEW TRI, & 4 SUPPLEMENTAL DAYS*
2008-09**

<u>Years of Service</u>		<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90</u>	<u>PHD</u>
0	Base	35,119	36,068	37,050	38,035	41,196	43,231	42,105	45,265	47,303	47,303
	TRI	2,900	2,978	3,059	3,141	3,402	3,570	3,477	3,738	3,906	4,101
	Supp Days	772	793	814	836	905	950	925	995	1,040	1,040
	Total	38,791	39,839	40,924	42,012	45,503	47,751	46,507	49,998	52,249	52,444
1	Base	35,592	36,553	37,549	38,577	41,770	43,795	42,573	45,766	47,790	47,790
	TRI	2,939	3,018	3,101	3,186	3,449	3,616	3,515	3,779	3,946	4,144
	Supp Days	782	803	825	848	918	963	936	1,006	1,050	1,050
	Total	39,313	40,375	41,474	42,610	46,137	48,374	47,024	50,551	52,786	52,984
2	Base	36,042	37,013	38,019	39,126	42,311	44,356	43,044	46,228	48,274	48,274
	TRI	2,976	3,056	3,139	3,231	3,494	3,663	3,554	3,817	3,986	4,186
	Supp Days	792	813	836	860	930	975	946	1,016	1,061	1,061
	Total	39,810	40,883	41,994	43,217	46,734	48,994	47,544	51,061	53,321	53,520
3	Base	36,506	37,486	38,503	39,646	42,824	44,919	43,491	46,666	48,763	48,763
	TRI	3,015	3,095	3,179	3,274	3,536	3,709	3,591	3,854	4,027	4,228
	Supp Days	802	824	846	871	941	987	956	1,026	1,072	1,072
	Total	40,323	41,406	42,529	43,791	47,302	49,615	48,038	51,546	53,861	54,062
4	Base	36,961	37,985	39,007	40,190	43,387	45,497	43,959	47,156	49,267	49,267
	TRI	3,052	3,137	3,221	3,319	3,583	3,757	3,630	3,894	4,068	4,272
	Supp Days	812	835	857	883	954	1,000	966	1,036	1,083	1,083
	Total	40,826	41,956	43,086	44,392	47,923	50,254	48,555	52,086	54,418	54,622
5	Base	37,432	38,460	39,493	40,741	43,926	46,078	44,435	47,621	49,773	49,773
	TRI	3,091	3,176	3,261	3,364	3,627	3,805	3,669	3,932	4,110	4,316
	Supp Days	823	845	868	895	965	1,013	977	1,047	1,094	1,094
	Total	41,345	42,481	43,622	45,000	48,518	50,896	49,081	52,600	54,977	55,183
6	Base	37,915	38,921	39,989	41,299	44,469	46,633	44,922	48,093	50,255	50,255
	TRI	3,131	3,214	3,302	3,410	3,672	3,851	3,710	3,971	4,150	4,357
	Supp Days	833	855	879	908	977	1,025	987	1,057	1,105	1,105
	Total	41,879	42,990	44,170	45,617	49,118	51,508	49,619	53,121	55,510	55,717
7	Base	38,764	39,785	40,867	42,249	45,465	47,689	45,836	49,052	51,277	51,277
	TRI	3,201	3,285	3,375	3,489	3,754	3,938	3,785	4,051	4,234	4,446
	Supp Days	852	874	898	929	999	1,048	1,007	1,078	1,127	1,127
	Total	42,817	43,945	45,140	46,666	50,219	52,675	50,629	54,180	56,638	56,849
8	Base	40,007	41,084	42,191	43,687	46,947	49,253	47,274	50,535	52,839	52,839
	TRI	3,304	3,393	3,484	3,608	3,877	4,067	3,904	4,173	4,363	4,581
	Supp Days	879	903	927	960	1,032	1,082	1,039	1,111	1,161	1,161
	Total	44,190	45,379	46,603	48,255	51,856	54,403	52,216	55,818	58,364	58,582
9	Base	40,007	42,429	43,591	45,141	48,478	50,861	48,727	52,065	54,449	54,449
	TRI	3,304	3,504	3,600	3,728	4,003	4,200	4,024	4,299	4,496	4,721
	Supp Days	879	932	958	992	1,065	1,118	1,071	1,144	1,197	1,197
	Total	44,190	46,865	48,149	49,861	53,546	56,179	53,821	57,509	60,142	60,367
10	Base	40,007	42,429	45,008	46,670	50,051	52,514	50,257	53,638	56,100	56,100
	TRI	3,304	3,504	3,717	3,854	4,133	4,336	4,150	4,429	4,633	4,864
	Supp Days	879	932	989	1,026	1,100	1,154	1,105	1,179	1,233	1,233
	Total	44,190	46,865	49,714	51,550	55,284	58,005	55,511	59,246	61,966	62,198
11	Base	40,007	42,429	45,008	48,243	51,698	54,210	51,830	55,285	57,797	57,797
	TRI	3,304	3,504	3,717	3,984	4,269	4,476	4,280	4,565	4,773	5,011
	Supp Days	879	932	989	1,060	1,136	1,191	1,139	1,215	1,270	1,270
	Total	44,190	46,865	49,714	53,287	57,103	59,878	57,249	61,066	63,840	64,078
12	Base	40,007	42,429	45,008	49,766	53,389	55,977	53,465	56,976	59,564	59,564
	TRI	3,304	3,504	3,717	4,110	4,409	4,622	4,415	4,705	4,919	5,165
	Supp Days	879	932	989	1,094	1,173	1,230	1,175	1,252	1,309	1,309
	Total	44,190	46,865	49,714	54,970	58,971	61,829	59,055	62,933	65,792	66,038

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

13	Base	40,007	42,429	45,008	49,766	55,121	57,786	55,158	58,708	61,373	61,373
	TRI	3,304	3,504	3,717	4,110	4,552	4,772	4,555	4,848	5,068	5,321
	Supp Days	879	932	989	1,094	1,211	1,270	1,212	1,290	1,349	1,349
	Total	44,190	46,865	49,714	54,970	60,885	63,828	60,925	64,846	67,789	68,043
14	Base	40,007	42,429	45,008	49,766	56,862	59,664	56,901	60,563	63,251	63,251
	TRI	3,304	3,504	3,717	4,110	4,695	4,927	4,699	5,001	5,223	5,484
	Supp Days	879	932	989	1,094	1,250	1,311	1,251	1,331	1,390	1,390
	Total	44,190	46,865	49,714	54,970	62,807	65,902	62,850	66,895	69,864	70,125
15	Base	40,007	42,429	45,008	49,766	58,342	61,216	58,379	62,137	64,896	64,896
	TRI	3,304	3,504	3,717	4,110	4,818	5,055	4,821	5,131	5,359	5,627
	Supp Days	879	932	989	1,094	1,282	1,345	1,283	1,366	1,426	1,426
	Total	44,190	46,865	49,714	54,970	64,442	67,616	64,483	68,634	71,681	71,949
16	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,010	5,257	5,014	5,336	5,573	5,852
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	65,826	69,069	65,869	70,109	73,221	73,500
17	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,010	5,257	5,014	5,336	5,573	5,852
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	65,826	69,069	65,869	70,109	73,221	73,500
18	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,010	5,257	5,014	5,336	5,573	5,852
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	65,826	69,069	65,869	70,109	73,221	73,500
19	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,010	5,257	5,014	5,336	5,573	5,852
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	65,826	69,069	65,869	70,109	73,221	73,500
20	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,612	5,888	5,615	5,977	6,242	6,554
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	66,428	69,700	66,471	70,750	73,890	74,202
21	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,612	5,888	5,615	5,977	6,242	6,554
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	66,428	69,700	66,471	70,750	73,890	74,202
22	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,612	5,888	5,615	5,977	6,242	6,554
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	66,428	69,700	66,471	70,750	73,890	74,202
23	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,612	5,888	5,615	5,977	6,242	6,554
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	66,428	69,700	66,471	70,750	73,890	74,202
24	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	3,717	4,110	5,612	5,888	5,615	5,977	6,242	6,554
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	49,714	54,970	66,428	69,700	66,471	70,750	73,890	74,202
25	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	4,200	4,644	6,341	6,653	6,345	6,754	7,053	7,406
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	50,197	55,504	67,157	70,465	67,201	71,527	74,701	75,054
26	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	4,200	4,644	6,341	6,653	6,345	6,754	7,053	7,406
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	50,197	55,504	67,157	70,465	67,201	71,527	74,701	75,054
27	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	4,200	4,644	6,341	6,653	6,345	6,754	7,053	7,406
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	50,197	55,504	67,157	70,465	67,201	71,527	74,701	75,054
28+	Base	40,007	42,429	45,008	49,766	59,508	62,439	59,547	63,380	66,193	66,193
	TRI	3,304	3,504	5,124	5,665	7,736	8,117	7,741	8,239	8,605	9,035
	Supp Days	879	932	989	1,094	1,308	1,372	1,309	1,393	1,455	1,455
	Total	44,190	46,865	51,121	56,526	68,552	71,929	68,597	73,012	76,253	76,683

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

**PUYALLUP SCHOOL DISTRICT
CERTIFICATED BASE SALARY SCHEDULE FOR NEW TRI
2008-09**

<u>Years of Service</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90</u>	<u>PHD</u>
0	2,900	2,978	3,059	3,141	3,402	3,570	3,477	3,738	3,906	4,101
1	2,939	3,018	3,101	3,186	3,449	3,616	3,515	3,779	3,946	4,144
2	2,976	3,056	3,139	3,231	3,494	3,663	3,554	3,817	3,986	4,186
3	3,015	3,095	3,179	3,274	3,536	3,709	3,591	3,854	4,027	4,228
4	3,052	3,137	3,221	3,319	3,583	3,757	3,630	3,894	4,068	4,272
5	3,091	3,176	3,261	3,364	3,627	3,805	3,669	3,932	4,110	4,316
6	3,131	3,214	3,302	3,410	3,672	3,851	3,710	3,971	4,150	4,357
7	3,201	3,285	3,375	3,489	3,754	3,938	3,785	4,051	4,234	4,446
8	3,304	3,393	3,484	3,608	3,877	4,067	3,904	4,173	4,363	4,581
9	3,304	3,504	3,600	3,728	4,003	4,200	4,024	4,299	4,496	4,721
10	3,304	3,504	3,717	3,854	4,133	4,336	4,150	4,429	4,633	4,864
11	3,304	3,504	3,717	3,984	4,269	4,476	4,280	4,565	4,773	5,011
12	3,304	3,504	3,717	4,110	4,409	4,622	4,415	4,705	4,919	5,165
13	3,304	3,504	3,717	4,110	4,552	4,772	4,555	4,848	5,068	5,321
14	3,304	3,504	3,717	4,110	4,695	4,927	4,699	5,001	5,223	5,484
15	3,304	3,504	3,717	4,110	4,818	5,055	4,821	5,131	5,359	5,627
16	3,304	3,504	3,717	¹ 4,110	5,010	5,257	5,014	5,336	5,573	5,852
17	3,304	3,504	¹ 3,717	¹ 4,110	5,010	5,257	5,014	5,336	5,573	5,852
18	3,304	3,504	3,717	4,110	5,010	5,257	5,014	5,336	5,573	5,852
19	3,304	3,504	3,717	4,110	5,010	5,257	5,014	5,336	5,573	5,852
20	3,304	3,504	3,717	4,110	5,612	5,888	5,615	5,977	6,242	6,554
21	3,304	3,504	3,717	4,110	5,612	5,888	5,615	5,977	6,242	6,554
22	3,304	3,504	3,717	² 4,110	5,612	5,888	5,615	5,977	6,242	6,554
23	3,304	3,504	3,717	² 4,110	5,612	5,888	5,615	5,977	6,242	6,554
24	3,304	3,504	3,717	² 4,110	5,612	5,888	5,615	5,977	6,242	6,554
25	3,304	3,504	4,200	4,644	6,341	6,653	6,345	6,754	7,053	7,406
26	3,304	3,504	4,200	4,644	6,341	6,653	6,345	6,754	7,053	7,406
27	3,304	3,504	4,200	4,644	6,341	6,653	6,345	6,754	7,053	7,406
28+	3,304	3,504	5,124	³ 5,665	7,736	8,117	7,741	8,239	8,605	9,035

For the term of the contract, special consideration will be given to employees who in the 2007-08 school year were in the BA+30 column or the BA+45 column and are now placed in one of the outlined cells above. Those employees are encouraged to make a good faith effort to accumulate clock hours and or credits for advancement to the BA+90 column. Employees in the outlined cells above shall receive the following TRI amounts: cell #1, \$5,000; cell #2, \$5,500; cell #3 \$6,000.

**PUYALLUP SCHOOL DISTRICT
CERTIFICATED BASE SALARY SCHEDULE FOR NEW TRI
2009-10**

<u>Years of Service</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90</u>	<u>PHD</u>
0	3,173	3,259	3,347	3,436	3,722	3,906	3,804	4,090	4,274	4,487
1	3,216	3,303	3,393	3,485	3,774	3,957	3,846	4,135	4,318	4,534
2	3,256	3,344	3,435	3,535	3,823	4,008	3,889	4,177	4,362	4,580
3	3,298	3,387	3,479	3,582	3,869	4,058	3,929	4,216	4,406	4,626
4	3,339	3,432	3,524	3,631	3,920	4,111	3,972	4,261	4,451	4,674
5	3,382	3,475	3,568	3,681	3,969	4,163	4,015	4,303	4,497	4,722
6	3,426	3,516	3,613	3,731	4,018	4,213	4,059	4,345	4,541	4,768
7	3,502	3,595	3,692	3,817	4,108	4,309	4,141	4,432	4,633	4,864
8	3,615	3,712	3,812	3,947	4,242	4,450	4,271	4,566	4,774	5,013
9	3,615	3,833	3,938	4,079	4,380	4,595	4,402	4,704	4,919	5,165
10	3,615	3,833	4,066	4,217	4,522	4,745	4,541	4,846	5,069	5,322
11	3,615	3,833	4,066	4,359	4,671	4,898	4,683	4,995	5,222	5,483
12	3,615	3,833	4,066	4,496	4,824	5,057	4,831	5,148	5,382	5,651
13	3,615	3,833	4,066	4,496	4,980	5,221	4,984	5,304	5,545	5,822
14	3,615	3,833	4,066	4,496	5,137	5,391	5,141	5,472	5,715	6,000
15	3,615	3,833	4,066	4,496	5,271	5,531	5,275	5,614	5,863	6,156
16	3,615	3,833	4,066	4,496	5,535	5,807	5,538	5,895	6,156	6,464
17	3,615	3,833	4,066	¹ 4,496	5,535	5,807	5,538	5,895	6,156	6,464
18	3,615	3,833	¹ 4,066	¹ 4,496	5,535	5,807	5,538	5,895	6,156	6,464
19	3,615	3,833	4,066	4,496	5,535	5,807	5,538	5,895	6,156	6,464
20	3,615	3,833	4,066	4,496	6,365	6,679	6,369	6,779	7,080	7,434
21	3,615	3,833	4,066	4,496	6,365	6,679	6,369	6,779	7,080	7,434
22	3,615	3,833	4,066	4,496	6,365	6,679	6,369	6,779	7,080	7,434
23	3,615	3,833	4,066	² 4,496	6,365	6,679	6,369	6,779	7,080	7,434
24	3,615	3,833	4,066	² 4,496	6,365	6,679	6,369	6,779	7,080	7,434
25	3,615	3,833	4,798	² 5,306	7,511	7,881	7,515	7,999	8,354	8,772
26	3,615	3,833	4,798	5,306	7,511	7,881	7,515	7,999	8,354	8,772
27	3,615	3,833	4,798	5,306	7,511	7,881	7,515	7,999	8,354	8,772
28+	3,615	3,833	5,374	³ 5,942	8,412	8,826	8,417	8,959	9,357	9,825

For the term of the contract, special consideration will be given to employees who in the 2007-08 school year were in the BA+30 column or the BA+45 column and are now placed in one of the outlined cells above. Those employees are encouraged to make a good faith effort to accumulate clock hours and or credits for advancement to the BA+90 column. Employees in the outlined cells above shall receive the following TRI amounts; cell #1, \$5,470, cell #2, \$6,017, cell #3, \$6,564.

**APPENDIX B: ADDITIONAL ASSIGNMENT SCHEDULE
 PUYALLUP SCHOOL DISTRICT
 SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2009**

.76% of 1st cell in Appendix A = \$ 266.90		1st Year		2nd Year		3rd Year		4th Year	
HIGH SCHOOL									
Activity Coordinator ¹	12.0	\$3,203	13.1	\$3,496	14.2	\$3,790	15.3	\$4,084	
Annual	12.5	\$3,336	13.2	\$3,523	14.0	\$3,737	14.6	\$3,897	
Athletic Coordinator	N/A	\$7,500	<i>See article 23.7 for release time</i>						
Band ³	15.3	\$4,084	16.6	\$4,431	18.0	\$4,804	20.1	\$5,365	
Chorus	14.3	\$3,817	15.4	\$4,110	16.6	\$4,431	17.7	\$4,724	
Debate - Head	12.5	\$3,336	13.2	\$3,523	14.0	\$3,737	14.6	\$3,897	
Drama	12.5	\$3,336	13.2	\$3,523	14.0	\$3,737	14.6	\$3,897	
Journalism	12.5	\$3,336	13.2	\$3,523	14.0	\$3,737	14.6	\$3,897	
Orchestra	10.1	\$2,696	10.9	\$2,909	11.7	\$3,123	12.74	\$3,400	
Musical Production ²	15.0	\$4,004	<i>See article 23.7 for release time</i>						
Stage	10.3	\$2,749	11.4	\$3,043	11.9	\$3,176	12.6	\$3,363	
JUNIOR HIGH SCHOOL									
Annual/Journalism	8.9	\$2,375	9.7	\$2,589	10.5	\$2,802	11.2	\$2,989	
Athletic Coordinator	N/A	\$5,500	<i>See article 23.7.1 for release time</i>						
Band	8.9	\$2,375	9.7	\$2,589	10.5	\$2,802	11.2	\$2,989	
Chorus	8.9	\$2,375	9.7	\$2,589	10.5	\$2,802	11.2	\$2,989	
Drama	8.9	\$2,375	9.7	\$2,589	10.5	\$2,802	11.2	\$2,989	
Orchestra	8.9	\$2,375	9.7	\$2,589	10.5	\$2,802	11.2	\$2,989	
ELEMENTARY									
Chorus - Fall	2.5	\$667							
Chorus - Fall/Spring	5.0	\$1,335							
Chorus - Full Year	7.5	\$2,002							
OUTDOOR EDUCATION									
Camp Week Director	N/A	\$900							
Assistant Director	N/A	\$600							
Participating Certificated Staff:									
3 Nights	N/A	\$400							
2 Nights	N/A	\$300							
1 Night	N/A	\$200							

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.

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

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

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

**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.

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
2008-09**

.76% of 1st cell in Appendix A =	\$ 266.90					
	1st Year		2nd Year		3rd Year	
HIGH SCHOOL (ERHS, RHS and PHS)						
HS Art - Visual & Performing	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
HS Business & Mktg	3.0	\$801	4.0	\$1,068	4.5	\$1,201
HS Communications	3.0	\$801	4.0	\$1,068	4.5	\$1,201
HS Health	3.0	\$801	4.0	\$1,068	4.5	\$1,201
HS H & FL	3.0	\$801	4.0	\$1,068	4.5	\$1,201
HS LA	Release Period					
HS Math	Release Period					
HS PE	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
HS Science	Release Period					
HS Social Studies	Release Period					
HS Special Education	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
HS Technology	3.0	\$801	4.0	\$1,068	4.5	\$1,201
HS World Languages	3.0	\$801	4.0	\$1,068	4.5	\$1,201
HIGH SCHOOL (WHS)						
WHS Math	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
WHS Science	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
WHS LA	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
WHS Social Studies	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
JUNIOR HIGH SCHOOL						
JH Art - Visual & Performing	3.0	\$801	4.0	\$1,068	4.5	\$1,201
JH LA	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
JH Math	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
JH Science	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
JH PE	3.0	\$801	4.0	\$1,068	4.5	\$1,201
JH Social Studies	4.0	\$1,068	5.0	\$1,335	5.5	\$1,468
JH Special Education	3.0	\$801	4.0	\$1,068	4.5	\$1,201

*The money allocated to this Appendix may be used for positions identified in this Appendix if such positions are assigned to employees or the money may be used to pay employees to perform work related to the areas identified in this Appendix.

Appendix E2: 2008-09 Secondary Student Calendar

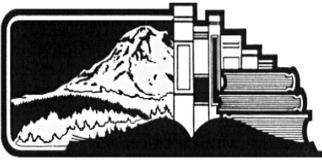
AUGUST	FEBRUARY																																																																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>25</td><td>JHS: Supplemental Day #1: K12 PLC or Building Directed HS: LID #1 Multiple Perspectives</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>26</td><td>JHS: LID #1 Multiple Perspectives HS: Supplemental Day #1: K12 PLC or Building Directed</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>27</td><td>Supplemental Day #2 - K12 PLC or Building Directed</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>28-29</td><td>Student Registration</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>TBD</td><td>Supplemental Day #3 - Two Evening Conferences</td><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S						1	2	25	JHS: Supplemental Day #1: K12 PLC or Building Directed HS: LID #1 Multiple Perspectives	3	4	5	6	7	8	9	26	JHS: LID #1 Multiple Perspectives HS: Supplemental Day #1: K12 PLC or Building Directed	10	11	12	13	14	15	16	27	Supplemental Day #2 - K12 PLC or Building Directed	17	18	19	20	21	22	23	28-29	Student Registration	24	25	26	27	28	29	30	TBD	Supplemental Day #3 - Two Evening Conferences	31							<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>11</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*13</td><td>No School - Mid-Winter Break</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*16</td><td>No School - President's Day</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>18</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>25</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S								4	Early Dismissal 1 Hour						11	Early Dismissal 1 Hour						*13	No School - Mid-Winter Break						*16	No School - President's Day						18	Early Dismissal 1 Hour						25	Early Dismissal 1 Hour																										
S	M	T	W	T	F	S																																																																																																																																			
					1	2																																																																																																																																			
25	JHS: Supplemental Day #1: K12 PLC or Building Directed HS: LID #1 Multiple Perspectives	3	4	5	6	7	8	9																																																																																																																																	
26	JHS: LID #1 Multiple Perspectives HS: Supplemental Day #1: K12 PLC or Building Directed	10	11	12	13	14	15	16																																																																																																																																	
27	Supplemental Day #2 - K12 PLC or Building Directed	17	18	19	20	21	22	23																																																																																																																																	
28-29	Student Registration	24	25	26	27	28	29	30																																																																																																																																	
TBD	Supplemental Day #3 - Two Evening Conferences	31																																																																																																																																							
S	M	T	W	T	F	S																																																																																																																																			
4	Early Dismissal 1 Hour																																																																																																																																								
11	Early Dismissal 1 Hour																																																																																																																																								
*13	No School - Mid-Winter Break																																																																																																																																								
*16	No School - President's Day																																																																																																																																								
18	Early Dismissal 1 Hour																																																																																																																																								
25	Early Dismissal 1 Hour																																																																																																																																								
SEPTEMBER	MARCH																																																																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>1</td><td>Labor Day</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td>Supplemental Day #4 - .5 Principal/.5 Back to School</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td>First Day of School - No Early Dismissal</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>10</td><td>Fair Day - Early Dismissal 3 1/4 hours</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>17</td><td>Early Dismissal 1 Hour</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>24</td><td>Early Dismissal 1 Hour</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td></td><td></td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S	1	Labor Day						2	Supplemental Day #4 - .5 Principal/.5 Back to School						3	First Day of School - No Early Dismissal	1	2	3	4	5	6	10	Fair Day - Early Dismissal 3 1/4 hours	7	8	9	10	11	12	13	17	Early Dismissal 1 Hour	14	15	16	17	18	19	20	24	Early Dismissal 1 Hour	21	22	23	24	25	26	27			28	29	30					<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>11</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>18</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>25</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*30-31</td><td>No School - Spring Break</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S								4	Early Dismissal 1 Hour						11	Early Dismissal 1 Hour						18	Early Dismissal 1 Hour						25	Early Dismissal 1 Hour						*30-31	No School - Spring Break																											
S	M	T	W	T	F	S																																																																																																																																			
1	Labor Day																																																																																																																																								
2	Supplemental Day #4 - .5 Principal/.5 Back to School																																																																																																																																								
3	First Day of School - No Early Dismissal	1	2	3	4	5	6																																																																																																																																		
10	Fair Day - Early Dismissal 3 1/4 hours	7	8	9	10	11	12	13																																																																																																																																	
17	Early Dismissal 1 Hour	14	15	16	17	18	19	20																																																																																																																																	
24	Early Dismissal 1 Hour	21	22	23	24	25	26	27																																																																																																																																	
		28	29	30																																																																																																																																					
S	M	T	W	T	F	S																																																																																																																																			
4	Early Dismissal 1 Hour																																																																																																																																								
11	Early Dismissal 1 Hour																																																																																																																																								
18	Early Dismissal 1 Hour																																																																																																																																								
25	Early Dismissal 1 Hour																																																																																																																																								
*30-31	No School - Spring Break																																																																																																																																								
OCTOBER	APRIL																																																																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>1</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>8</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*9</td><td>No School - LID #2 Interventions and SLP Development</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>*10</td><td>No School - State In-Service Day</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>15</td><td>Early Dismissal 1 Hour</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>22</td><td>Early Dismissal 1 Hour</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> <tr><td>29</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S	1	Early Dismissal 1 Hour						8	Early Dismissal 1 Hour						*9	No School - LID #2 Interventions and SLP Development	5	6	7	8	9	10	11	*10	No School - State In-Service Day	12	13	14	15	16	17	18	15	Early Dismissal 1 Hour	19	20	21	22	23	24	25	22	Early Dismissal 1 Hour	26	27	28	29	30	31		29	Early Dismissal 1 Hour								<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*1-3</td><td>No School - Spring Break</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>8</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td>End 3rd Quarter</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>14&16</td><td>Junior High Only - Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>15</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>21&23</td><td>Junior High Only - Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>22</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>29</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S								*1-3	No School - Spring Break						8	Early Dismissal 1 Hour						10	End 3rd Quarter						14&16	Junior High Only - Early Dismissal 1 Hour						15	Early Dismissal 1 Hour						21&23	Junior High Only - Early Dismissal 1 Hour						22	Early Dismissal 1 Hour						29	Early Dismissal 1 Hour					
S	M	T	W	T	F	S																																																																																																																																			
1	Early Dismissal 1 Hour																																																																																																																																								
8	Early Dismissal 1 Hour																																																																																																																																								
*9	No School - LID #2 Interventions and SLP Development	5	6	7	8	9	10	11																																																																																																																																	
*10	No School - State In-Service Day	12	13	14	15	16	17	18																																																																																																																																	
15	Early Dismissal 1 Hour	19	20	21	22	23	24	25																																																																																																																																	
22	Early Dismissal 1 Hour	26	27	28	29	30	31																																																																																																																																		
29	Early Dismissal 1 Hour																																																																																																																																								
S	M	T	W	T	F	S																																																																																																																																			
*1-3	No School - Spring Break																																																																																																																																								
8	Early Dismissal 1 Hour																																																																																																																																								
10	End 3rd Quarter																																																																																																																																								
14&16	Junior High Only - Early Dismissal 1 Hour																																																																																																																																								
15	Early Dismissal 1 Hour																																																																																																																																								
21&23	Junior High Only - Early Dismissal 1 Hour																																																																																																																																								
22	Early Dismissal 1 Hour																																																																																																																																								
29	Early Dismissal 1 Hour																																																																																																																																								
NOVEMBER	MAY																																																																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>5</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td>End 1st Quarter</td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>*11</td><td>No School - Veteran's Day Observed</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>12</td><td>Early Dismissal 1 Hour</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>19</td><td>Early Dismissal 1 Hour</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>26</td><td>Early Dismissal 1 Hour</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>*27-28</td><td>No School - Thanksgiving Break</td><td>30</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S	5	Early Dismissal 1 Hour						6	End 1st Quarter					1	*11	No School - Veteran's Day Observed	2	3	4	5	6	7	8	12	Early Dismissal 1 Hour	9	10	11	12	13	14	15	19	Early Dismissal 1 Hour	16	17	18	19	20	21	22	26	Early Dismissal 1 Hour	23	24	25	26	27	28	29	*27-28	No School - Thanksgiving Break	30							<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>13</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>20</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*22</td><td>No School (unless needed for Snow Make-Up Day #1)</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*25</td><td>No School - Memorial Day</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>27</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S								6	Early Dismissal 1 Hour						13	Early Dismissal 1 Hour						20	Early Dismissal 1 Hour						*22	No School (unless needed for Snow Make-Up Day #1)						*25	No School - Memorial Day						27	Early Dismissal 1 Hour																			
S	M	T	W	T	F	S																																																																																																																																			
5	Early Dismissal 1 Hour																																																																																																																																								
6	End 1st Quarter					1																																																																																																																																			
*11	No School - Veteran's Day Observed	2	3	4	5	6	7	8																																																																																																																																	
12	Early Dismissal 1 Hour	9	10	11	12	13	14	15																																																																																																																																	
19	Early Dismissal 1 Hour	16	17	18	19	20	21	22																																																																																																																																	
26	Early Dismissal 1 Hour	23	24	25	26	27	28	29																																																																																																																																	
*27-28	No School - Thanksgiving Break	30																																																																																																																																							
S	M	T	W	T	F	S																																																																																																																																			
6	Early Dismissal 1 Hour																																																																																																																																								
13	Early Dismissal 1 Hour																																																																																																																																								
20	Early Dismissal 1 Hour																																																																																																																																								
*22	No School (unless needed for Snow Make-Up Day #1)																																																																																																																																								
*25	No School - Memorial Day																																																																																																																																								
27	Early Dismissal 1 Hour																																																																																																																																								
DECEMBER	JUNE																																																																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>3</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>17</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*22-31</td><td>No School - Winter Break</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S	3	Early Dismissal 1 Hour						10	Early Dismissal 1 Hour						17	Early Dismissal 1 Hour						*22-31	No School - Winter Break						<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>16</td><td>Last Day of School - Early Dismissal 3 1/4 Hours</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>17-19</td><td>Snow Make-Up Days #2, #3 and #4 - If Needed</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S								3	Early Dismissal 1 Hour						10	Early Dismissal 1 Hour						16	Last Day of School - Early Dismissal 3 1/4 Hours						17-19	Snow Make-Up Days #2, #3 and #4 - If Needed																																																																
S	M	T	W	T	F	S																																																																																																																																			
3	Early Dismissal 1 Hour																																																																																																																																								
10	Early Dismissal 1 Hour																																																																																																																																								
17	Early Dismissal 1 Hour																																																																																																																																								
*22-31	No School - Winter Break																																																																																																																																								
S	M	T	W	T	F	S																																																																																																																																			
3	Early Dismissal 1 Hour																																																																																																																																								
10	Early Dismissal 1 Hour																																																																																																																																								
16	Last Day of School - Early Dismissal 3 1/4 Hours																																																																																																																																								
17-19	Snow Make-Up Days #2, #3 and #4 - If Needed																																																																																																																																								
JANUARY	JULY																																																																																																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>*1-2</td><td>Winter Break</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>7</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>14</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>*19</td><td>No School - MLK Jr. Day</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>21</td><td>Early Dismissal 1 Hour</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>28</td><td>End 1st Semester - Early Dismissal 3 1/4 Hours</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S	*1-2	Winter Break						7	Early Dismissal 1 Hour						14	Early Dismissal 1 Hour						*19	No School - MLK Jr. Day						21	Early Dismissal 1 Hour						28	End 1st Semester - Early Dismissal 3 1/4 Hours						<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0f7fa;"> <th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td>Independence Day Observed</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	T	F	S								3	Independence Day Observed																																																																							
S	M	T	W	T	F	S																																																																																																																																			
*1-2	Winter Break																																																																																																																																								
7	Early Dismissal 1 Hour																																																																																																																																								
14	Early Dismissal 1 Hour																																																																																																																																								
*19	No School - MLK Jr. Day																																																																																																																																								
21	Early Dismissal 1 Hour																																																																																																																																								
28	End 1st Semester - Early Dismissal 3 1/4 Hours																																																																																																																																								
S	M	T	W	T	F	S																																																																																																																																			
3	Independence Day Observed																																																																																																																																								

Asterisk (*) - School is not in session these days.

Emergency Make-up Days - If necessary, emergency make-up days will be held on 5/22, 6/17, 6/18 and 6/19. Additional make-up days will be held after the last day of school in June. Scheduling make-up days that extend beyond the last day in June requires mutual agreement of the District and PEA.

Lunches - Lunches are served on all days with the exception of Fair Day and the last day of school.

2 Hour Late Start on Emergency Wednesdays - If the District encounters emergency days on Wednesdays and if the nature of the emergency would allow for a two hour late start, school will begin two hours late and will be in session for a full day. Students will be dismissed at their normal M/T/Th/F release time.



**APPENDIX F:
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

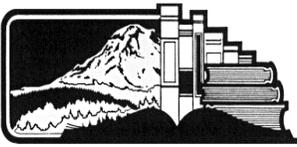
Date

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 G:



PUYALLUP SCHOOL DISTRICT
Confidential Certificated ESA Evaluation

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

NAME _____ **SCHOOL YEAR** _____

EMPLOYEE ID # _____

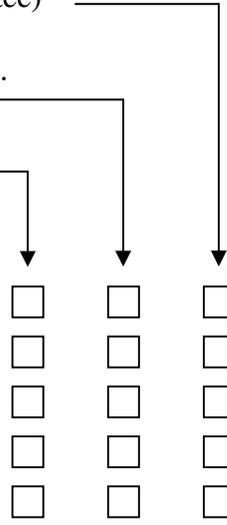
SCHOOL _____ **GRADE OR SUBJECT** _____

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:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

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

6. RECOMMENDATIONS:

<p>* _____ Signature of Employee</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Signature of Evaluator</p> <p>_____</p> <p>Evaluator's Printed Name</p> <p>_____</p> <p>Date</p>
---	--

* 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 H: YEARS OF EXPERIENCE
PUYALLUP SCHOOL DISTRICT**

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

3
4 Professional education experience is limited to the following [WAC 392-121-245]:
5

- 6 1. Employment in public or private preschools or elementary and secondary schools in positions which require
7 certification;
- 8 2. Employment in public or private vocational-technical schools, community/junior colleges, colleges, and
9 universities in positions comparable to those which require certification in the common schools;
10
- 11 3. Employment in educational institutions in any professional position, including but not limited to, C.P.A.,
12 architect, business manager, physician, if employment is in an education agency or institution such as an
13 ESD, OSPI, or the United States Department of Education;
14

15 Educational agency or institution, as interpreted for this purpose, means a governmental agency
16 administratively responsible for providing public elementary and/or secondary instruction or educational
17 support services. This does not include school districts nor is it likely to include any agency below the level
18 of a regional education agency such as an ESD.
19

- 20 4. Experience in the following areas if recognized by the district for placement on the district salary schedule:
21
22 a) Military, Peace Corps, or Vista service which interrupted professional employment;
23 b) Sabbatical leave; and
24 c) For vocational instructors who hold no degree, up to a maximum of six years of management
25 experience acquired after the instructor meets the minimum vocational certification requirements.
26

27
28 **NOTES:**
29

- 30 ● Employment may be in Washington, out-of-state, or in a foreign country.
- 31 ● Document years of experience in the employee's file on a letter or any other document that provides
32 evidence of employment, including dates of employment [WAC 392-121-280(3)].
33
- 34 ● Report all years of experience including those beyond the experience limit of the district's salary
35 schedule [WAC 392-121-245].
36
- 37 ● The traditional nine-month academic year is considered as one school year. Count no more than one
38 year of experience for any twelve-month period [WAC 392-121-245].
39
- 40 ● Accumulate full- and part-time employment to three decimals and report in tenths of school years
41 [WAC 392-121-215] and [WAC 392-121-245].
42
- 43 ● Report substitute days as part-time professional education employment. Calculate years of
44 experience for substitute days, summer school and extended school year days by dividing the
45 accumulated number of full-time days by 180 and rounding to the nearest tenth. Report partial
46 substitute days as part-time professional education employment by dividing the part of the day
47 worked by the full day as determined by the district and rounded to the nearest tenth of a day [WAC
48 392-121-245].
49

50
EXAMPLE 21

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 I: 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 if 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 LID 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 Article 10, Section 4, of the Collective Bargaining Agreement.</p>
<p>6. What must be done before a job share request is approved?</p>	<p>a) Individuals interested in being reassigned to a job sharing position must identify a job share partner within the current ranks of provisional and continuing District staff who is acceptable to the building principal. If no job share partner is found in the ranks of current employees, the job share is posted.</p> <p>b) The potential job share team must then identify the position they wish to share.</p> <p>c) The Job Share Application form must be completed by the team requesting the job share, approved or disapproved by the principal and returned to the Personnel Office for review.</p>

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 J: LEARNING IMPROVEMENT CALENDAR PUYALLUP SCHOOL DISTRICT

2008-09 ELEMENTARY CALENDAR OF LIC ACTIVITIES

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 st	X	PR	EC	PR	PR	PR	PR	X	PR	PR
2 nd	Fair	CT	EC	EC	EC	CT	EC	PR	CT	I
3 rd	CT/SS	EC/SS	EC	I	CT/SS	EC	EC/SS	W	EC	I (If needed due to snow)
4 th	I	I	I	X	I	I	EC	I	I	X
5 th		I		X				I		

EC - Evaluation & Conference

PR - Principal / Prof Dev

CT - Collaboration & Teaming

I - Individual Planning

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

X - No LIC Early Release

W - WASL Schedule

2008-09 SECONDARY CALENDAR OF LIC ACTIVITIES

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 st	X	PR	PR	PR	PR	PR	PR	X	PR	PR
2 nd	Fair	CT	CT	D	CT	CT	CT	PR	CT	I
3 rd	D/SS	D/SS	D	I	D/SS	D	D/SS	W (JH) CT (H)	D	I (If needed due to snow)
4 th	I	I	I	X	I	I	I	W (JH) D (H)	I	X
5 th		I		X				I		

D – Department

PR - Principal / Prof Dev

CT - Collaboration & Teaming

I - Individual Planning

W - WASL Schedule

JH - Junior High Only

H - High School Only

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

X - No LIC Early Release

If the state changes the date of WASL administration, the Association and the District by mutual agreement will make appropriate changes in the LIC calendar.