

CONTRACT
between the
PASCO SCHOOL DISTRICT NO. 1
and the
PASCO ASSOCIATION OF EDUCATORS

September 1, 2024 – August 31, 2027



PAE

Pasco Association of Educators



PASCO
SCHOOL DISTRICT #1

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PASCO SCHOOL DISTRICT NO. 1
and the
PASCO ASSOCIATION OF EDUCATORS 2024-2027

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CONTRACT
between the
PASCO SCHOOL DISTRICT NO. 1
and the
PASCO ASSOCIATION OF EDUCATORS 2024-2027

PREAMBLE

THIS CONTRACT is made and entered into by and between the Pasco School District No. 1 Board of Directors, hereinafter called the "Board" or "District," and the Pasco Association of Educators, hereinafter called the "Association" and includes all of the following articles and provisions.

WHEREAS:
The Board and the Association recognize the mutual obligation to bargain in good faith to effectuate the provisions of applicable state law. So that effective employer-employee relations may be served in the District, the Board and Association do hereby agree as follows:

ARTICLE I - ADMINISTRATION
SECTION 1: EXCLUSIVE RECOGNITION

A. Inclusions/Exclusions

The Board recognizes the Association as the sole and exclusive bargaining representative for all contracted employees whose salary is determined by the salary schedule contained herein and/or who are under contract for services to the District or on leave. The Board retains the right to establish administrative positions. When new positions are created, the parties shall meet to determine whether such positions are principally supervisory and administrative. In the event of disagreement on such positions, the matter may be excluded from representation by the Association.

Such representation shall automatically exclude the following positions:

- | | | |
|--------------------------|----------------------|---------------------|
| Superintendent | Principals | Directors |
| Deputy Superintendent | Assistant Principals | Assistant Directors |
| Assistant Superintendent | Coordinators | |

Such representation shall specifically include the following certificated employees:

- Teachers
- Librarians
- ESA Certificated Personnel:

School Counselors	School Social Workers	School Occupational Therapists
School Speech Language Pathologists/Audiologists		School Nurses
School Psychologists	School Physical Therapists	School Behavior Analysts
School Orientation & Mobility Specialists		

44 B. Substitute Teachers and Substitute ESA's

45

46 1. Long Term Substitute

47 A long-term substitute is a person who is temporarily employed but works fifteen (15) or more
48 consecutive days in the same assignment. After the fifteenth day, said employee shall be
49 eligible for per diem salary placement and one day of sick leave for each fifteen (15) days of
50 service, retroactive to the first day in the long-term assignment, and shall be covered by the
51 following terms and conditions of this Agreement. In the best interest of students, considering
52 certification, and endorsement requirements, the district will keep a long-term substitute in the
53 same assignment for the duration of the assignment.

54

55	Article I	Administration
56	Article II	Business
57	Article III	Employment Contracts
58	Section 1	Employment Contracts
59	Section 2	Contracts, Workday and Payment
60	Section 3	Calendar
61	Article IV	Personnel
62	Section 1	Certificated Employee Rights
63	Section 2	Academic Freedom
64	Section 3	Staff Protection
65	Section 4	Personnel Files
66	Section 5	Employee Appraisal Procedure (semester or longer)
67	Section 7	Non-instructional Duties
68	Article V	Grievance Procedures
69	Article VII	Compensation
70	Section 1	Salary Criteria
71	Section 2	Insurance Benefits (semester or longer)
72	Section 4	Edwin Markham Travel
73	Article VIII	Leaves
74	Section 1A	Prorated illness, injury, emergency only
75	Article IX	Instruction
76	Section 1	Certificated Employee Facilities
77	Section 2	Employee Workload
78	Section 3	Classroom Visitation
79	Section 4	Student Discipline
80	Section 5	Weapons/Assault on A Unit Member
81	Section 6	Elementary/MS Parent Conference Time
82	Article X	Duration

83

84 2. Thirty (30) Day Casual Substitute

85

86 A person who has substituted for more than thirty (30) non-consecutive days in the previous
87 twelve (12) months in the district shall not be covered under this agreement except he/she
88 shall be paid no less than **\$175.00 with an optional \$25 planning period buy-out** per day.

89 **Retired PSD teachers will earn \$25 more than the base pay for substitutes.** The district may

90 raise the rate to remain competitive with area districts.

91
92 **3. Continuing Contract Building Substitute**

93 **The building substitutes will be considered full members of good standing in the Pasco**
94 **Association of Educators with all provisions of the CBA, will accrue seniority and**
95 **benefits, will continue on the PAE salary schedule, and will be considered a member of**
96 **the department of endorsement in the building to which they are assigned and will be**
97 **expected to attend the same meetings and fulfill associated obligations as any**
98 **member of the department (as their schedule allows).**

99
100 **If a position for which the building substitute is qualified opens in the building to**
101 **which they are assigned, that teacher will have first right of refusal.**

102
103 **The building substitute position will not, under any circumstances, do the work of**
104 **other bargaining units.**

105 **The building substitute will get first pick of unfilled positions that have been**
106 **scheduled ahead of the day of the substitute job. Continuing contract building**
107 **substitutes will pick daily jobs that are full day positions or the equivalent of full day**
108 **positions in failed-to-fill periods.**

109
110 **Building substitutes will not be assigned a fixed planning time but will have planning**
111 **time on the schedule of the teacher for which they are scheduled to substitute.**
112 **Because the continuing contract building substitute works under the conditions**
113 **outlined in the CBA, they are guaranteed planning time for which the district will pay**
114 **per diem if that teacher substitutes during that planning time.**

115
116 **This position will be evaluated on the checklist.**

117
118 **C. Definition**

119
120 The term “certificated employee or teacher” when used hereinafter in this Contract shall refer
121 to all contracted and/or replacement employees represented by the Association in the
122 bargaining unit as defined above.

123
124 **D. Gender**

125
126 Words used in this Contract denoting gender shall mean all genders, identities, and expressions,
127 **(including, but not limited to LGBTQIA2S+)** unless a specific context requires otherwise.

128
129 **SECTION 2: MANAGEMENT RIGHTS**

130
131 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and
132 reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon
133 and vested in it by the laws and the Constitution of the State of Washington and of the
134 United States.

136 The exercise of these powers, rights, authority, duties, and responsibilities by the Board and
137 the adoption of such rules, regulations, and policies as it may deem necessary shall be limited
138 only by the specific and express terms of this Contract.
139

140 **SECTION 3: STATUS OF THE CONTRACT**

141
142 This Contract shall supersede any rules, regulations, policies, resolutions, or practices of the
143 District which shall be contrary to or inconsistent with its terms to the extent of conflict.
144 Practices which arise from the interpretation of this Contract shall remain in full force and
145 effect unless changed by mutual agreement.
146

147 Existing policies, rules, regulations, procedures, or practices not in conflict with this Contract
148 may remain in full force and effect at the discretion of the Board.
149

150 **SECTION 4: MAINTENANCE OF BENEFITS**

151
152 Unless otherwise provided in this Contract, nothing contained herein shall be interpreted
153 and/or applied so as to eliminate, reduce, or otherwise detract from current individual salaries
154 and employee benefits.
155

156 **SECTION 5: NO STRIKE/NO LOCKOUT**

157
158 During the term of this Contract, there shall be no strike or other economic action by the
159 Association and no lockout or other economic action by the District.
160

161

162 **SECTION 6: CONFORMITY TO LAW**

163
164 This Contract shall be governed and construed according to the Constitution and laws of the
165 State of Washington. If any provision of this Contract, or any application of this Contract to
166 any employee or groups of employees covered hereby shall be found contrary to law by a
167 court of competent jurisdiction, such provision or application shall have effect only to the
168 extent permitted by law, and all other provisions or applications of the Contract shall continue
169 in full force and effect.
170

171 If any provision of this Contract is so held to be contrary to law, the parties shall commence
172 negotiations on said provision as soon thereafter as reasonably possible.
173

174 **SECTION 7: DISTRIBUTION OF CONTRACT**

175
176 Following ratification, the contract will be presented to the board for approval at the next
177 scheduled board meeting. The contract will be posted on the district website no more than
178 five (5) school days after ratification and board approval. New employees to the district shall
179 be instructed on how to access the collective bargaining agreement on the district website.
180

181 **SECTION 8: SUBCONTRACTING**

182

183 Work customarily performed by the bargaining unit will not be subcontracted without first
184 having bargained the matter with the Association.

185

186 **SECTION 9: BOARD POLICY**

187

188 Before adoption of board policy which may impact scope of bargaining, terms, and conditions
189 of work, the Association will be:

190

a) Apprised of any new initiative the board may be contemplating.

191

b) Provided a draft of the board policy prior to its first reading.

192

c) Provided time to address the board concerning the policy before adoption.

193

d) Provided an opportunity to bargain impacts to wages, hours, and terms and

194

conditions of employment before any such policy is implemented.

195 **ARTICLE II – BUSINESS**

196 **SECTION 1: EXCLUSIVE PROFESSIONAL DUES RIGHTS**

197

198 It will be the right of employees who are members of the Association and who are covered by
199 this contract to, within thirty (30) days of employment and/or actively going to work, sign and
200 deliver to the Association an assignment authorizing payroll deduction of membership dues
201 and assessments of that Association and the state and national organizations with which it is
202 affiliated. The District Payroll Office will process the authorization to make it effective at the
203 earliest possible payroll period, and no later than sixty (60) days after submission of the
204 authorization to the District Payroll Office. This authorization will be on a continuing basis. A
205 table of prorated annual dues or assessments will be supplied by the Association to the
206 District Payroll Office for use with new certificated employees who are employed by the
207 District.

208

209 **SECTION 2: FAIR SHARE REPRESENTATION FEE (RCW 41.59.060)**

210

211 No member of the bargaining unit will be required to join the Association; however, those
212 employees who are not Association members but who are members of the bargaining unit
213 may pay a fair share representation fee to the Association. The amount of the fair share
214 representation fee will be determined by the Association and transmitted to the Business
215 Office in writing. Such deductions must be made only upon authorization of the employee.

216

217 **SECTION 3: PAYROLL DEDUCTIONS**

218

219 The District shall upon receipt of authorization from an employee deduct from the employee's
220 salary and make appropriate remittance for District-approved payroll deductions that include,
221 but are not limited to, medical plans, tax-sheltered annuities, United Way, credit unions,
222 savings bonds, life insurance and Section 125 of the Internal Revenue Code.

223

224 **SECTION 4: ASSOCIATION RIGHTS AND PRIVILEGES**

225

226 A. Meetings with Superintendent

227

228 The Association's representatives **will be scheduled to** meet with the Superintendent at least
229 once a month during the school year to review and discuss current school problems and
230 practices and the administration of this Contract.

231

232 B. Requested Information

233

234 The District shall furnish to the Association upon request information concerning the financial
235 resources of the District, including but not limited to annual financial reports and audits,
236 register of certificated employees (to include home addresses, phone numbers and work
237 locations), agendas and minutes of all Board meetings, names and addresses of all certificated
238 employees. Further, the district shall provide information as requested by the PAE President,
239 lead bargainer or Uniserv director within five days of the request being made.

240

241 C. Grievance Proceedings

242

243 A certificated employee or representative of the Association who is mutually scheduled to
244 participate during working hours in grievance proceedings, conferences, or meeting with
245 representatives of the District shall suffer no loss in pay **nor loss of leave**.

246

247 D. School Facilities and Equipment Use

248

249 The Association shall have the right to use school facilities and equipment following the district's
250 procedure for scheduling facilities. The Association shall pay for the cost of all materials and
251 supplies incident to such use.

252

253 E. Access to Members

254

255 The Association and its agents shall have access to its members during contracted working
256 hours so long as there is no disruption to the educational environment.

257

258 The Association will have access to new members within the first ninety (90) calendar days of
259 employment during contracted working hours for no less than thirty (30) continuous minutes.

260

261 F. Posting of Association Notices

262

263 The Association and its affiliates shall have the right to post notices of their activities and
264 matters of Association concern on an Association designated bulletin board in each faculty
265 lounge. If there is no designated faculty area, there will be space provided in the mail room.

266

267 G. Lesson Plans and Other Professional Documents

268

269 Individual members of the Association shall not be required to submit lesson plans to other
270 bargaining unit members or share the contents of said lesson plans. It is understood daily
271 lesson plans may be reviewed by an employee's evaluator as part of the
272 observation/evaluation process. **The form and content of lesson plans remain at the employee's**
273 **discretion.** Teachers will retain lesson plans for one year.

274 **ARTICLE III - EMPLOYMENT CONTRACTS**

275 **SECTION 1: EMPLOYMENT CONTRACTS**

276

277 The District shall provide each certificated employee a contract in conformity with
278 Washington State Law, State Board of Education Regulations, and this Contract. Certificated
279 employees' positions are classified as follows:

280

281 A. Continuing Contract

282

283 A continuing contract shall mean a full-time assignment or a portion of a full-time assignment
284 and shall be issued to all employees not under provisional status. A full-time regular
285 employee shall receive full rights and benefits under this Agreement. A regular employee
286 working a portion of a full-time assignment shall have a proration of benefits and full rights
287 under this Contract.

288

289 Provisional contracts shall be issued to employees within their first three (3) years of
290 employment or for the first year of employment if the employee has previously completed
291 two (2) years of certificated employment in another school district in the state of Washington.

292

293 B. Leave of Absence Contract (Known Duration)

294

295 A temporary contract of known duration shall mean an employee explicitly contracted for a
296 specified time beyond twenty (20) days as a replacement employee for an employee who is on a
297 leave of absence. Said replacement employee shall be eligible for salary placement
298 prorated to a daily basis, proration of sick leave, **and** insurance (**if qualified under SEBB**
299 **rules**). Said employee shall be evaluated under the evaluation procedure found herein if the
300 employee is contracted for **forty-five (45) days** or more. Such employee shall have full rights
301 under this contract with the exception that salary, and sick leave shall be prorated. The
302 employee shall not have appeal rights when the employment contract is terminated. Evaluation
303 shall be as a provisional employee.

304

305 C. New Classroom Employee

306

307 A new classroom employee shall mean an employee temporarily hired at the beginning of a
308 trimester to begin a new classroom due to district needs. The employee shall be paid the per
309 diem rate and shall receive a prorated share of all contract benefits for which he or she
310 qualifies. New Classroom Employees shall be issued provisional contracts.

311

312 Employees, except daily substitutes employed under this section, shall be subject to the Fair-
313 Share Representation Fee contained in this Agreement if the employee is not a member of the
314 Association.

315

316

317 **SECTION 2: CONTRACTS, WORKDAY AND PAYMENT**

318

319 A. Basic Individual Employee Contracts

320 All basic individual employee contracts shall be subject to and consistent with Washington
321 State laws and the terms and conditions of the Contract. If any individual employee contract
322 contains any language inconsistent with the PAE Contract, the PAE Contract, during its duration,
323 shall be controlling.

324

325 Non-certificated personnel shall not be assigned to perform work in the instructional setting
326 (classroom) which will substitute or replace an employee in their assignment or
327 employment.

328

329 B. Release from Contract

330

331 After July 15, no employee will be released from their employment contract for reasons other
332 than illness or emergency until the district can find a replacement. The District will take
333 immediate steps to find the replacement by posting the position within twenty-four (24) hours
334 (not including weekends, holidays, or office closure periods). A physician's certificate attesting
335 to the illness may be requested at the expense of the employer.

336

337 C. Length of Contract

338

339 The professional contract for employees for the duration of this contract shall be for one
340 hundred eighty (180) days. If the state discontinues funding for one hundred eighty (180) days,
341 the contract will convert to the days allocated by the State. Compensation shall include items
342 such as student evaluations, class preparation, reporting student progress, up to two (2) building
343 activities, and other flexible duties including curriculum and materials implementation.

344 **Employees required to work past the contracted workday for reasons referenced in other**
345 **areas of the contract (including IEP team/MDT meetings), if not already compensated, shall**
346 **receive Extra Duty Pay (EDP).**

347

348 Compensation for additional time and responsibilities beyond the base contract will be
349 granted. Professional development days from the State will be applied to the Time portion of
350 pay (Tier 2) so that the prior local allocation for the days can be applied to the salary schedule.

351

352 Time Portion—Designated Optional Days

353

354 There are five (5) paid District designated days that are considered optional days. Two (2) of
355 these will be prior to the student start of school. The third day will be held on another
356 designated day and the agenda will be collaboratively determined by a building committee
357 comprised of teachers (selected by building staff) and administrators. The fourth and fifth day
358 will be determined by the District. Designated days held prior to November 10 will be paid at
359 the end of November. Designated days held after November 10 will be paid in the following
360 month's payroll. Tier 2 days will be processed in blocks of three (3) or six (6) for payment.

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362 D. Educational Staff Associates Length of Contract

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The following positions shall be offered supplemental contracts at the individual's regular per diem rate. **Payment of these days shall require employees to submit time up to their allotted hours in the month(s) worked through the district electronic EDP system. These days shall be considered responsibility and/or incentive days and shall not be denied.** The use of these days shall be mutually agreed upon:

Psychologists	10 days supplemental
Secondary Librarians	10 days supplemental
Secondary HS Counselors	14 days supplemental
Middle School Counselors	12 days supplemental
Elementary Counselors	8 days supplemental
Elementary Librarians*	10 days supplemental
Nurses	13 days supplemental
Social Workers	13 days supplemental
OT/PT	2 days supplemental
Orientation and Mobility Specialists	10 days supplemental

The scheduling of a portion of supplemental days may be by agreement between the building administrator and the employee. All remaining days within the supplemental allotment shall be scheduled by the employee by the first two weeks of August.

Elementary counselors shall be scheduled a consistent planning period like other teachers. Elementary counselors shall only be scheduled for class coverage during **their** planning time.

***Elementary Librarians may submit up to fourteen (14) additional supplemental hours per building if their workload is impacted by implementation of new curriculum materials.**

E. Part Time Teaching Contracts

When employees are hired for less than a full regular teaching load, the following conditions shall apply:

- a) For secondary school employees, the salary shall be determined by placing the person on the certificated salary schedule to establish what the full-time rate would be. This rate will be multiplied by a fraction made up of periods taught over the total teaching periods in the day. The product of this computation shall be the annual salary for the part time assignment.
- b) Wages, hours, benefits, increments, planning, and teaming (if applicable) for part time employees shall be prorated.
- c) All part time employees have the same duties and responsibilities in relation to their assignments as do full time employees.
- d) Part time employees shall be issued provisional or continuing contracts based on their contract status.

F. Supplemental Contracts

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1. Additional Teaching Periods

For employees working for additional teaching periods beyond their base contract:

- a) Selection for these contracts shall follow the procedures outlined in Article VI, Section 2: Assignment, Transfer, and Vacancy.
- b) Once selected, employees shall be issued a supplemental contract stating the terms of the position including salary, required hours and/or days, and duration. **Salary for additional contracts shall be the fraction of that teacher’s regular teaching day. (For example, the fraction of a 7-period day, in which a teacher teaches 5 periods, would be 1/5 of the 5 periods taught for an extra class, or a .2).**
- c) New classes will not start until the teacher of record is hired.
- d) If students are in other classes before the teacher of record is hired for a new class, overload applies.
- e) **In cases where two part-time teachers split a position and/or share classroom space, said teachers will have access to a personal teacher space (i.e. desk, laptop, locking cabinet, etc.).**

2. Additional Paid Days

The following positions shall be offered supplemental contracts (additional days paid at the employee’s per diem rate). The district will provide the Association with a list of positions and days on an annual basis or upon request. Days funded shall remain the same unless otherwise bargained with the Association. **See Appendix for list of days allotted to each of these positions:**

- a) Career and Technical Education (CTE)
- b) Dean of Students
- c) Education Specialists
- d) **Assessment** Facilitators
- e) **District MTSS Social Emotional Behavior Coaches**
- f) **District TOSA (Teacher on Special Assignment)/ District Coaches**
- g) **District New Teacher Mentors**
- h) Marching Band Directors
- i) Teacher of Visually Impaired
- j) **Reading Recovery**

CTE teachers are expected to be advisors in the school club for which their content most closely aligns.

For any advisor of a club connected to CTE in which students are elected to a state or national level officer position(s), an advisor (or advisors when the number of students, or mixed gendered groups of students, warrant them) will receive release time during the school year to accompany the student(s) to required events or may submit up to seven (7) hours of extra duty pay for each day they are required to accompany the student(s) during non-school days.

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Advisors required to travel will receive reimbursement of expenses following the district travel guidelines.

3. School Nurses

The District will recognize that nurses are part of the collective bargaining unit. As such, nurses are entitled to the following:

- a) District acceptance of industry provided trainings such as School Nurses of Washington (SNOW) for clock hours;
- b) District provided training appropriate to their respective duties and specific students in said buildings;
- c) District provided consumable supplies jointly agreed upon;
- d) District to provide adequate, appropriate equipment;
- e) Locking cabinets;
- f) **School Nurses will be allocated the appropriate classroom budget for the building level to which they are assigned.**
- g) Initiate Conditional ESA certificate for qualified candidates and release time to complete the National Board Certification of School Nurses (NBCSN) exam;
- h) The district will provide a nurse department chair position with the appropriate stipend and selection process;
- i) Nurses need specific continuing education for their certification and license. The district will fund ten (10) hours of continuing education units (CEUs) **for each nurse** per year to satisfy the requirements for their state professional health license and to also fulfill the continuing education requirement (clock hour equivalents) for their certification renewal.
- j) The district will offer a stipend to all School Nurses who hold a valid National Board Certification equivalency and **licensure as a registered nurse** as required by the Health Care Authority equal to the bonus offered to all eligible K-12 public school National Board-Certified Teachers by the state of Washington.
- k) **Nurses will have a designated planning time equal to those of all other members within the school(s) at which they work.**
- l) **The district will determine whether previous non-school, or non-certificated, employment, by ESA-certified School Nurses is equivalent to certificated employment. An applicable health credential in Washington state will be required and non-school employment must have been in positions requiring licensure as a registered nurse.**

493 G. Length of Workday

494

495 The total length of the required workday for all employees shall not exceed seven hours and
496 thirty minutes (7.5 hours), including a thirty (30) minute duty-free lunch period.

497

498 Faculty meetings **will not** extend beyond the workday. **There will be no more than one**
499 **scheduled faculty meeting per week at any given site. An exception to one scheduled faculty**
500 **meeting per week may be made for (stand-up meetings) debriefing following an emergency or**
501 **critical incident, death notifications, or to allow for voluntary transfers prior to making any**
502 **involuntary transfers under the terms of Article VI.**

503

504 At least one faculty meeting each month shall be designated as a PAE member meeting, with
505 an agenda developed and facilitated by staff. Such meetings will be held the second week of
506 each month unless a variance to this schedule is granted with prior notification and by mutual
507 agreement to the alternative meeting date. If the meeting facilitated by staff is not needed,
508 advance notice will be provided to the administrator who may develop the meeting agenda.

509

510 **The child of the employee who attends the employee's assigned building will be allowed to**
511 **remain under the care of the employee until the start of the school day and after school, until**
512 **the end of the employee's workday. Employees' children must always be supervised by their**
513 **parent/guardian and are not allowed in staff lounges or other areas students would not**
514 **normally be allowed. Children are not allowed to attend PLC/PLT, professional development,**
515 **staff meetings, teaming time, or any other professional settings.**

516

517 Elementary

518

519 Employees shall be at their respective school building for the benefit of students and patrons at
520 least thirty (30) minutes before the student day begins. Specific report and end times will
521 continue from the previous school year unless otherwise determined through shared decision
522 making (Article IX, Section 8).

523

524 On full school days for students, days where Elementary school employees have no scheduled
525 work obligations after the end of a shortened day (excludes last day of school), and on early
526 release Wednesdays, the employee lunch period shall be scheduled during the student day.

527

528 Contracted time before and after the student day, lunch, and passing times are not considered
529 part of planning time.

530

531 Secondary

532

533 Employees shall be at their respective school building for the benefit of students and patrons at
534 least fifteen (15) minutes before the student day begins. Specific report and end times will
535 continue from the previous school year unless otherwise determined through shared decision
536 making (Article IX, Section 8).

537

538 Contracted time before and after the student day, lunch, and passing times are not considered

539 part of planning time.

540

541 In the event employees are assigned a zero or additional period class as part of their 7.5 hour
542 contracted day, said assignment shall be an uninterrupted schedule. Other zero or additional
543 period positions shall be posted in accordance with the CBA.

544

545 Staff at alternative educational institutions (NHHS, Delta, iPAL, PIXeL, **Orion HS**, etc.) may, but
546 are not required to, work with their supervisor to reallocate the time before and after the
547 student day to suit staff, student, and parent needs.

548

549

550 1. Secondary Planning

551 Each secondary employee shall be entitled to one (1) planning period per day, equivalent
552 to one regular teaching period. This provision shall be exclusive of lunch time and time
553 before and after the student school day begins. The District acknowledges the value of
554 planning, and agrees to guard against encroachment on this time. In addition, employees
555 will be consulted prior to scheduling use of individual planning periods. Any workload increase
556 due to changes in the master schedule will be subject to bargaining and shall be bargained prior
557 to implementation.

558

559 2. Elementary Planning

560

561 a) Each elementary employee shall be entitled to two hundred seventy-five (275)
562 minutes of planning time per week, with at least two hundred (200) minutes
563 scheduled in not less than) fifty (50) minute blocks four (4) days per week. An
564 additional two (2) minutes will be added to the current thirteen (13) minutes of
565 planning for a total of fifteen (15) minutes daily that are adjacent to lunch.

566

567 b) The first contractual Wednesday of each month, excluding conference months,
568 will be reserved for building/district **professional development**. At the discretion
569 of the staff, the remaining Wednesdays will be made available for planning and
570 collaboration. Upon request, the Principal may release Specialists and Special
571 Education teachers from the building/district's contractual Wednesday.

572

573 3. Teaming Time

574

575 a) If teaming time is provided, the use of teaming time will be collaboratively
576 determined by the team, including the applicable teachers and administrators.

577

578 b) Administratively approved team time that falls beyond the workday shall be
579 voluntary and compensated at the extra-duty pay rate. No member will be forced
580 to work beyond their contracted workday.

581

582 c) At the middle school level, the number of required team meetings shall be
583 collaboratively determined by the team, including the applicable teachers and
584 administrators. Planning time shall not be reduced to provide teaming time.

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- d) If an administrator requires an employee to substitute during a scheduled PLC or teaming time, the employee will be compensated at an hourly per diem rate.
- e) The scheduling of additional building meetings (i.e., IDT; grade level; content; etc.) will not be at the detriment of individual staff planning time or of student contact time.

H. Payment

1. In accordance with state law, all certificated employees shall be paid their basic contract in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary, except in situations where the employees and the District mutually agree to other arrangements.
2. Checks shall be issued to the certificated employees on or before the last business day of each month.
3. In the event of a mistake in payment resulting in underpayment or overpayment, the District and employee involved shall mutually determine an arrangement for correction. Payment arrangements will be processed through the payroll system. In cases of overpayment, the terms and conditions of any repayment will be agreed upon in writing.
4. Payment for teaching summer school, extra duty, extracurricular duties, and sick leave cash-out benefits shall be accomplished using the annualized deduction method available for supplemental wage payments of such taxes.
5. Payroll errors resulting in under payments will be processed within the next payroll cycle.

I. Work During Scheduled Planning

1. If a substitute is not available, the District will:
 - a) access the substitutes currently working in the building;
 - b) request volunteers;
 - c) schedule involuntary substitutes based upon the building rotation schedule;
 - d) dismiss the class at secondary (i.e., zero hour, seventh hour);
 - e) schedule certificated staff not attached to a classroom planning time during high needs times to balance out the building rotation schedule.

If it is necessary for an employee to work during a scheduled planning period, the employee will be compensated one full planning period, at per diem, **regardless of voluntary or involuntary status**. This is done only as a last resort and only because it is recognized that an undue burden is placed on the employee. Coverage shall be assigned from an employee's teaming time prior to requiring an employee to cover during

- 631 planning time.
632
633 2. Each building shall submit a substitute rotation plan to the district by September 30
634 annually. Updates to the rotation schedule will be made when staffing changes occur
635 and provided to the Association upon request. The substitute rotation plan shall be
636 made available to the Association and will be posted on the staff bulletin board. If there
637 is no designated faculty area, there will be space provided in the mail room.
638
639 **3. The substitute rotation list will be posted at least weekly to indicate who is up on the**
640 **rotation, who has missed the rotation, and who has recently been called on for the**
641 **rotation.**
642
643 4. Involuntary subbing during planning time shall be assigned equitably among all
644 certificated employees.
645
646 5. No deferred planning time or compensation will be required for emergency
647 interruptions unless such interruptions result in an extension of the workday to
648 supervise students.
649
650 6. No deferred planning time or compensation will be required for assemblies or other
651 scheduled interruptions.
652
653 7. Should an employee have their duty-free lunch period encroached upon, the association
654 will file a step four (4) grievance of binding arbitration.
655
656 8. Part-time employees who are hired to substitute during their non-contracted time will
657 be compensated per Article I – Section 1: B.

658
659 J. Paired Teaching Assignments
660

661 The District will consider requests for paired teaching assignments. The assignment may be
662 approved only after the conditions are agreed upon by the two parties involved and their
663 building principal. The assignments will be as equitable as feasible. Compensation will be fifty
664 percent (50%) of that individual's per diem rate.
665

666 Unless otherwise requested through approved procedure, the contract will be considered part
667 time and the employee relinquishes their right to a full-time contract, however, employees
668 with three years of experience in the Pasco School District may retain their right to a full time
669 position by applying for a part time leave of absence. Such requests are to be approved by
670 the Board on an annual basis. The request may be renewed only once.
671

672 All paired assignments are subject to annual review. The district reserves the right to make
673 full time assignments for subsequent years.
674

675 Conditions for paired assignments shall include:

- 676 a) The employees will attend parent conferences, be responsible for staff

677 information, and complete other assignments as do full time employees.
678 b) The employees will arrange their schedules to allow joint planning time.
679

680 **SECTION 3: CALENDAR**

681

682 A. Calendar Development Criteria

683

684 1. Instructional Days

- 685 a) There will be one hundred eighty (180) instructional days in the year
686 b) Trimester break days will be following the last day of the first and second
687 trimesters. **Semester break day will be following the last day of first semester.**
688 c) Days in (b) are non-contracted non-student days. Grades shall not be due on or
689 before the trimester break **days for schools on trimesters. Grades for schools on**
690 **quarters will not be due on or before the quarter end-date. Grades for schools**
691 **on semesters shall not be due on or before the semester break day.**
692 d) Third trimester, **fourth quarter, and second semester** grades shall not be due
693 prior to the end of the regularly scheduled workday on the final student day
694 except for graduating seniors.
695 e) **No comments or grades will be changed without communication with the**
696 **teacher of record, or department head if the teacher of record is not available.**

697

698 2. The first instructional day of the school year will be the Tuesday before Labor Day.
699

700 3. School holidays (RCW 28A.150.050), except Winter Break. The following are school
701 holidays:

- 702 f) Labor Day (first Monday in September)
703 g) Veterans Day
704 h) Thanksgiving Day (fourth Thursday in November)
705 i) Day immediately following Thanksgiving (fourth Friday in November)
706 j) Christmas Day
707 k) First Day of January
708 l) Martin Luther King Day (third Monday in January)
709 m) President's Day (third Monday in February)
710 n) Memorial Day (last Monday in May)
711 o) Juneteenth

712

713 4. Detail of Winter Break

714 a) Ten (10) weekdays, **not inclusive of school holidays.**

715

716 5. Spring Break (the week of the first Monday of April)

717 a) A minimum of one (1) week shall be maintained between Spring Break and state
718 testing.

719

720 6. Other Calendar Days

721 a) Early release days, professional days, term days, conference days will remain as
722 agreed. Snow days, if needed, shall be added to the end of the school year.

- 723 b) Any other changes shall be bargained **to maintain the integrity of the grading**
724 **period.**
- 725
- 726 7. Final Instructional Day
- 727 a) The final instructional day of each year will occur with staff check-out beginning
728 no later than forty-five (45) minutes after students are released.
- 729 b) **Building administrators in the Pasco School District will not require checkout**
730 **processes that require staff to do the work of other bargaining units.**
- 731
- 732 8. Conferences
- 733 a) Fall and Spring conferences will be held at the end of the grading period.
- 734 b) Professional Development will not be held during any conference months.
- 735
- 736 9. All trimesters will be 60 days. **All semesters will be 90 days, consisting of two (2) forty-**
737 **five-day quarters.**
- 738
- 739 10. The calendar will be finalized between the parties, prior to March 15th.
- 740

741 B. Emergency School Closure and Delayed Openings

742

743 If the district closes schools, employees will be notified through various media outlets, when
744 possible, by 6:30 a.m. If school has begun for the day and early dismissal is required, employees
745 shall be dismissed immediately following dismissal of students. No employee shall
746 be required to report for work on a day when student attendance in the building has been
747 suspended for emergency reasons. When one or more buildings close for more than one (1)
748 consecutive day, the District will designate a work site. In the case of a two (2) or three (3)
749 hour non-progressive delayed opening, delayed opening, employees shall be required to
750 report for work no earlier than fifteen (15) minutes prior to the planned arrival of students.
751 If make-up contract days are required, the dates upon which they are to be held shall be
752 mutually agreed upon by the District and the Association. Should half days/early release day(s)
753 be cancelled due to emergency, make up days shall not exceed the number of hours scheduled
754 for the half day/early release. No employee shall be subjected to loss of pay or benefits due to
755 non-attendance on days when the schools have been closed for emergency reasons. In case of a
756 district closure of no more than one day during which some schools are open, and some schools
757 are closed, the employees will be allowed to take emergency leave or make up the workday on a
758 designated snow day or other day identified by the Association and the District. If there is a
759 delay on a secondary half-day Early Release day, the Early Release will be moved to the
760 following Wednesday.

761 **ARTICLE IV – PERSONNEL**
762 **SECTION 1: CERTIFICATED EMPLOYEE RIGHTS**

763
764 A. Individual Rights
765

766 1. Personal Freedom: Employees are entitled to the full rights of citizenship and the
767 exercise thereof shall not be grounds for any disciplinary or discriminatory action. The
768 appropriateness of employees exercising full political rights and responsibilities outside
769 the classroom is acknowledged. **Activities that violate district policies or state law, shall**
770 **be subject to disciplinary action.**

771
772 2. Non-Discrimination: There shall be no discrimination with respect to the employment of
773 an employee on the basis of race, creed, religion, color, marital status, age, national
774 origin, citizenship or immigration status, families with children, honorably discharged
775 veteran or military status, sexual orientation, gender expression, gender identity, or the
776 presence of any sensory, mental, or physical disability, or the use of a trained dog guide
777 or service animal by a person with a disability provided that the prohibition against
778 discrimination because of such disability shall not apply if the particular disability
779 prevents the proper performance of the particular worker involved.

780
781 B. Right to Join and Support Association
782

783 Employees shall have the right to self-organization, to form, join or assist the Association, to
784 bargain collectively. The Board and Administration shall not directly or indirectly discriminate
785 against any employee by reason of membership in the Association, participation in any
786 grievances, complaints or proceeding under this Contract.

787
788 C. Right to Due Process
789

790 1. Due Process
791

792 Employees have the right to due process in any matter which may adversely affect the
793 employee’s contractual employment status with the district. Employees shall not be
794 reprimanded, disciplined, suspended, reduced in rank or compensation, non-renewed or
795 discharged without just cause. The right to due process includes:

- 796 a) written notice of any meeting with a district representative. Such notice must include a
797 statement of the nature of the meeting and the employee’s right to representation;
- 798 b) the right to representation in any meeting with a district representative. When a
799 request for representation is made, no action shall be taken until the employee has
800 secured representation of member’s choice among the association, but no meeting
801 shall be delayed more than three (3) working days without mutual agreement.
- 802 c) notice of allegations or charges against the employee;
- 803 d) the right to face their accuser(s);
- 804 e) the opportunity to respond and present evidence in their own defense;
- 805 f) the opportunity to fully participate in a formal investigation if such an investigation is
806 initiated by the district;

- 807 g) the expeditious handling of the hearing
- 808 h) notification of law enforcement involvement/contact made by the district.
- 809 i) **PAE will be notified when an employee is being placed on paid administrative leave,**
- 810 **the reason for the leave, and when an investigation will occur. PAE may request**
- 811 **updates on the status of pending investigations.**

812

813 2. Procedure

814 Complaints against employees will be resolved at the lowest level possible. The district may
815 pursue an informal resolution or initiate a formal process
816 according to these procedures. Complaints not brought to the attention of the employee
817 through either informal or formal procedures within ten (10) days of the complaint being
818 made known to an administrator may not be used as the basis for any disciplinary action
819 against the employee. Employees shall not be reprimanded, disciplined, suspended
820 without pay, reduced in rank or compensation, non-renewed or discharged without just
821 cause.

822

823 a) Informal Meeting

- 824 (i) When a concern or problem is brought to the attention of the supervisor, an
- 825 informal meeting may be held between the supervisor and the employee.
- 826 (ii) No disciplinary action will result from an informal meeting, and no documentation
- 827 of the informal meeting may be placed in the employee's personnel file.
- 828 (iii) Any directives issued shall not constitute disciplinary action.
- 829 (iv) A timeline for implementing the resolution will be mutually agreed upon between
- 830 the employee and the supervisor.
- 831 (v) Employees retain the right to representation in an informal meeting and shall be
- 832 notified of said right upon the scheduling of the meeting.

833

834 b) Formal Meeting

- 835 (i) The employee will be given written notice of a formal meeting.
- 836 (ii) The employee will also be provided with written allegations or information
- 837 forming the basis of any formal charge against the employee. **The PAE president**
- 838 **will be informed by the district what the allegations are.**
- 839 (iii) If a verbal warning is issued as the result of a formal meeting, it shall not be
- 840 written. Any notations related to a verbal warning shall be placed in a working file
- 841 and shall be destroyed no later than one (1) year after the incident.
- 842 (iv) Any written reprimand resulting from a formal meeting shall state that the
- 843 reprimand will be placed in the employee's personnel file.
- 844 (v) Employees retain the right to representation in a formal meeting **and shall be**
- 845 **notified of said right upon the scheduling of the meeting.**

846

847 **SECTION 2: ACADEMIC FREEDOM**

848

849 A. Definition

850

851 An employee must be free to think and express ideas, free from undue pressure of authority,
852 and free to act within the professional group. Such freedom must be unrestricted except as it

853 conflicts with the basic responsibility to utilize the current District-authorized courses of
854 study.

855
856 Within the preceding frame of reference, as it pertains to the course to which an employee is
857 assigned, academic freedom is defined as:

- 858
- 859 1. The right to teach and learn about controversial issues which have economic, political,
860 scientific, or social significance.
 - 861
 - 862 2. The right to use materials and strategies which are relevant to the levels of ability and
863 maturity of the students and to the purposes of the school system.
 - 864
 - 865 3. The right to maintain a classroom environment which is conducive to the free exchange
866 and examination of ideas which have economic, political, scientific, or social
867 significance.
 - 868
 - 869 4. The right of employees to participate fully in the public affairs of the community.
 - 870
 - 871 5. The right of employees to allow students to have the expression of divergent ideas as
872 long as the expression of their dissent is done within the guidelines of debate and
873 discussion which are generally accepted by teachers in a normal classroom
874 environment.
 - 875
 - 876 6. The right of employees to a free expression of conscience as private citizens with the
877 correlative responsibility of a professional presentation of balanced views relating to
878 controversial issues as they are studied in the classroom.

879
880 B. Responsibilities

881
882 The principle of academic freedom for employees shall not supersede the basic
883 responsibilities of the employee to the education profession. These responsibilities include:

- 884 1. A commitment to support the Constitution of the United States.
- 885 2. A concern for the welfare, growth, and development of children.
- 886 3. An insistence upon objective scholarship.

887
888 C. Professional Judgment

889
890 Recognizing the board's authority to select materials, programs, and strategies for use in the
891 classroom, teachers will exercise professional judgment in determining when and how to
892 modify, supplement, or create lessons and assessments to meet the needs of students and to
893 achieve unit and lesson objectives.

894
895 D. Curriculum Development and Delivery

896
897 The District and Association share a mutual interest in obtaining, developing, and delivering
898 high quality curriculum in all subject areas. The expertise, insight, and creativity of the employee

899 are essential to the development and delivery of curriculum that meets the diverse needs of
900 students. **No bargaining unit member will be required to translate any adopted curriculum or**
901 **instructional materials selected by the district. Employees must consider the language of**
902 **instruction for students when selecting additional instructional materials for occasional use in**
903 **the classroom.**

904
905 E. Procedures
906

907 Free interchange of ideas leading to clearer understanding, at the maturity level of pupils
908 must be expected as a part of effective teaching. Any challenge of educational materials on
909 the basis of suitability, upon their presentation of ideas involving morality or patriotism, or
910 upon literary merit shall receive the immediate attention of the employee(s).

911
912 The lodging of a complaint shall not cause the suspension of a District adopted course and/or
913 its content or any supplementary materials without the mutual consent of the affected
914 employee(s) unless the procedures in applicable board policies are completed.

915
916 Materials Selection: Instructional materials shall be selected and made available to interested
917 persons according to the following guidelines:

- 918 1. Basic textbooks shall be selected according to RCW 28A.320.230, the applicable rules,
919 regulations, and guidelines of the Office of the Superintendent of Public Instruction and
920 the State Board of Education.
- 921 2. Instructional materials supportive to the basic textbooks for each course and/or grade
922 level shall be selected by the appropriate course and/or grade level teachers.
- 923 3. Additional instructional materials may be selected by individual teachers for occasional
924 use in the classroom. Such materials are to be relevant to the levels of ability and
925 maturity of the students, to the content of the course and to the purposes of the school
926 system.

927
928 F. Curricular Resources
929

930 The District and Association share a mutual interest in obtaining, developing, and delivering
931 high quality curriculum in all subject areas. The expertise, insight, and creativity of the employee
932 are essential to the development and delivery of curriculum that meets the diverse needs of
933 students.

934
935 1. Curriculum
936

937 Committees shall be defined as follows:

938 a) Instructional Materials Committee:

939 Based on RCW 28A.320.230, the Instructional Materials Committee (IMC) shall
940 include at least one representative appointed by PAE, and shall also include
941 parents and community members.

942
943 The purpose of the IMC shall be to review the recommended curriculum which is
944 brought forward by the curriculum committees and make a recommendation to

945 the board of directors.

946

947 The IMC shall review instructional materials sufficient for a K-12 adoption which
948 shall include as per the law that each student be provided necessary text books and
949 materials.

950

951 Curriculum Adoption Committee:

952 The curriculum adoption committees shall consist of the following:

953

954 **For Elementary:**

955

956 **PAE appoints eight (8) members: one from primary and one from intermediate from**
957 **schools feeding into each of the four middle schools.**

958

959 **District administration appoints up to eight (8) members, which will include building**
960 **level administrators, not including committee facilitators.**

961

962 **Two bilingual and two special education teachers from different schools will be**
963 **included.**

964

965 **For Secondary:**

966

967 **PAE appoints six (6) members: one from each middle school, and one from each**
968 **comprehensive high school.**

969

970 **District administration appoints up to six (6) members, which will include building**
971 **level administrators, not including committee facilitators.**

972

973 **Two bilingual and two special education teachers, one from both the middle and high**
974 **school levels will be included.**

975

976 Parents, not to exceed three (3), shall be mutually agreed to.

977

978 The above curriculum adoption committees shall do the following:

979 Identify the components for each curriculum area;

980 Create and/or recommend a scope and sequence;

981 Ensure the curriculum is aligned to state standards/common core (note: this shall not be
982 limited to strategies);

983 Recommend which curriculum shall be provided for staff input based on IMC guidelines;

984 **Obtain feedback from teachers on their needs in a new core instructional material;**

985 Committees shall solicit materials for consideration, with up to three (3) being provided
986 for teacher input. **Teachers who volunteer to evaluate the usability of the curriculum**

987 **shall provide written feedback to the adoption committee;**

988 Committees shall recommend final selection based on stakeholder input to the IMC.

989

990 b) Timelines:

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Two years before implementation of curriculum:

By September 30, the committees shall be appointed and approved as per above;
By **February 1** instructional materials shall be narrowed to three;
By **April 1**, samples shall be delivered to **all relevant** sites for stakeholder input;
By May 15, the district will solicit volunteers to pilot the curricula.

One year before implementation of curriculum:

By August 15, pilot materials will be available in all relevant sites (where there are volunteers to pilot curricula);
By January 15, volunteers to pilot the curricula will provide written feedback on each curriculum to the curriculum committee.
By March 15, curriculum committees shall make recommendation to the IMC for adoption;
By April 15, IMC shall make final recommendation to the board of directors.
Training for new material may **will** take place in the spring or summer.

Training for new material may take place over the course of the remainder of the school year and be offered in the summer before implementation for all teachers that are expected to use the newly adopted curriculum starting in the school year (training will not be scheduled only during teacher planning periods). Training may be offered during the August Tier Days.

A plan of implementation, with detail, will be presented to the Pasco Association of Educators when the IMC makes final recommendation to the board of directors. Any additional impacts on members of the bargaining unit will be identified in the plan of implementation and those impacts will be bargained prior to implementation.

Included in the plan of implementation will be considerations regarding support that might be needed when implementing a new curriculum.

Curriculum Delivery

Elementary Librarians may submit up to fourteen (14) additional supplemental hours per building if their workload is impacted by implementation of new curriculum materials. If additional hours are needed, Librarians may schedule a workload meeting with the building principal to determine the number of hours needed past fourteen (14).

Should timelines not be met, the district shall report to the board, in open meeting, the status of adoption and estimated time of completion as well as an outline explaining why timelines have not been met.

NOTE: RCW 28A.320.230 provides for the following: within the limitations of board policy, a school district chief administrator may purchase instructional materials to meet deviant needs or rapidly changing circumstances.

1037 Given the above, the district will purchase materials, including text books, for curriculum which
1038 has already been adopted, approved, or may be missing.

1039
1040 **When curriculum is purchased, the processing and inventorying of all materials require extra**
1041 **time and space. In such events, the district will:**

- 1042 a. **Provide a designated space, that is not classroom space, for materials to arrive and be**
1043 **inventoried.**
- 1044 b. **Deliver all materials to the designated space. Certified employees will not be**
1045 **responsible for moving materials that weigh over 25 pounds.**
- 1046 c. **Provide a designated position for inventory of all materials in each effected building.**

1047
1048 G. Intervention Materials

1049
1050 Special education materials committee shall reconvene to identify materials used across
1051 grade levels, align curriculum to state standards, and address deficiencies identified by the
1052 committee. **The Special Education Department will publish a document that identifies**
1053 **approved, district-provided supplemental materials (not core replacement) that have been**
1054 **approved as evidence-based to supplement for each program to utilize. This document will**
1055 **not infringe or inhibit the academic freedom clause of this document.**

1056
1057 H. **Assessment**

1058
1059 See Appendix **for Assessment Calendar.**

1060
1061 Special Education students taking the WIDA **Access** will be administered that assessment by
1062 either the facilitator or the classroom teacher depending upon the needs of the student.
1063 Classroom teachers will be compensated at loss of planning rate (per diem).

1064
1065 **SECTION 3: STAFF PROTECTION**

1066
1067 A. Liability Insurance

1068
1069 The District shall protect employees by purchasing public liability insurance in the amount of
1070 \$500,000 per occurrence and the District shall include the employees (within the scope of
1071 their employment) as named insureds under the liability insurance.

1072
1073 B. Subrogation Clause

1074
1075 The District shall not subrogate its right to the insurance carrier for any claim paid as a result
1076 of a loss occurring while the employee(s) are acting within the scope of their duties as
1077 employees, whether such duties were expressed in the employment contract or implied
1078 because of the nature of the employment, whether such duties were performed during the
1079 regular duty hours or for extracurricular activities outside of the regular duty hours.

1080
1081 C. Legal Counsel

1082 Legal counsel shall be provided subject to the terms of the District's insurance policy to any

1083 certificated employee against whom a lawsuit is initiated, provided such employee, at the
1084 time of the act or omission complained of, was acting within the scope of employment or
1085 under the direction of the District.

1086
1087 D. Notification When Verbally or Physically Threatened (RCW28A.635)

1088
1089 Insulting or abusing staff or intimidating any staff by threat of force or violence is unlawful under
1090 RCW 28A.635., to include insults or abuse directed at individual staff. In case of verbal or
1091 physical abuse/threats, the district shall follow procedure which allows for RCW 28A.635.010,
1092 insulting or abusing staff, and/or 28A.635.100, intimidating or threatening behavior to be
1093 implemented.

1094
1095 E. Legal Redress

1096
1097 The District shall support any employee in seeking legal redress for violations of the law
1098 committed by students, members of the public, or staff who verbally or physically abuse
1099 that employee while he/she is performing contracted duties for the District. Such support s
1100 shall be evidenced through aiding the employee in obtaining the services of the County
1101 Prosecutor for purposes of processing the case. The District expects that employees using
1102 the services of private lawyers will cover their own obligations for such fees or costs
1103 incurred by the use of such services.

1104
1105 F. Industrial Injury

1106
1107 Whenever an employee sustains a disabling injury in the course of employment or in the
1108 event of a physical disability due to an assault on the employee arising out of or in the
1109 course of employment, the District will grant the injured employee a leave of absence
1110 with contract pay for a period not to exceed one (1) year, or a leave to the limit of the
1111 accumulated sick leave as provided for hereinafter. During such a period of disability, an
1112 employee may use sick leave to compensate for the difference in the amount of state
1113 industrial insurance, teacher retirement disability and regular salary to the limits of
1114 accrued sick leave account. Sick leave shall be reduced in the same ratio as the pay-out
1115 bears to total salary. A disabled employee shall use a combination of state industrial
1116 benefits and accumulated sick leave prior to receiving a leave of absence as provided in
1117 this section.

1118
1119 G. Benefits During Disability

1120
1121 All benefits such as retirement, social security, sick leave, and salary placement normally paid
1122 by the District shall be continued during such period of disability.

1123
1124 H. Loss of Personal Property

1125
1126 1. **Non-Vehicle Personal Property** - The District agrees to provide reimbursement to
1127 employees for loss of personal property, or damage thereto when damage or loss
1128 occurs when the property is located on the grounds or building of the school district for

1129 purposes related directly to job related responsibilities. Such obligations shall be limited
1130 to a maximum claim of five hundred dollars (\$500) per incident **with claims not to**
1131 **exceed one thousand dollars (\$1,000) per employee in any school year.**
1132

1133 2. **Vehicle-Related** - The District agrees only to pay losses to personal vehicles under the
1134 deductible clause of the employee's personal vehicle insurance up to one thousand
1135 **dollars (\$1,000).** This coverage will exist for personal vehicles while the employee is
1136 participating in **contractual duties. Wear and tear of personal vehicles used while on**
1137 **district business is covered as part of the mileage reimbursement to the employee and**
1138 **includes fuel, vehicle maintenance, insurance expenses, and other deductible costs of**
1139 **operating a vehicle and will not be covered under this section.**
1140

1141 3. Personal property used to support instruction will be covered as stated above only after
1142 they have been listed and registered, giving a reasonable replacement cost.
1143

1144 4. If any damaged or lost item is insured under personal insurance policies, the District
1145 shall **only** be responsible for portions not **covered by the employee's insurance policy**
1146 up to the limits of coverage set forth in this section. The district agrees to reimburse
1147 employees for **stolen** cash, checks, money orders, electronics, or jewelry up to
1148 \$1,000.00 per incident **if provided with a police report of such theft.**
1149

1150 5. The District shall have on the district website appropriate forms to use in the processing
1151 of the claims under the provisions of this section. Forms shall be in the Forms section of
1152 the Employee Services webpage.
1153

1154 I. Notification of Police
1155

1156 Employee must report the theft, vandalism, or assault to the appropriate police officials
1157 within seventy-two (72) hours of knowledge of the incident.
1158

1159 J. Indoor Environmental Air Quality and Indoor Air Quality
1160

1161 1. The district shall maintain a record of indoor air quality concerns and complaints and
1162 any actions taken by the district to resolve them. This database shall be accessible to the
1163 Association and sent to the Association upon request.
1164

1165 2. HVAC systems, including intake and exhaust, shall be inspected at least annually and in
1166 accordance with the manufacturers' recommendations. **Information regarding**
1167 **inspections, identification of any malfunction or problems, and any actions taken to**
1168 **restore the system shall be accessible to the Association on an as-needed basis or by**
1169 **request. In cases where there are persistent and ongoing issues, the Association will**
1170 **amend their request and receive a monthly report.**
1171

1172 3. The District shall maintain adequate lighting, heating, and ventilation on district
1173 premises. **Employees shall notify their building supervisors, or designee, when there is**
1174 **a need to submit building hot/cold reports. The building supervisor or designee will**

1175 submit the report to the maintenance department. The District will notify the
1176 employee of actions taken.

1177

1178 **SECTION 4: PERSONNEL FILES**

1179

1180 A. Procedure

1181

1182 There shall be one official file kept within the district. Employees shall, upon request, have
1183 the right to inspect all contents of their complete personnel files kept within the District
1184 Office. Access shall be scheduled within 24 hours after the receipt of the written or e-mailed
1185 request. A district office employee shall be present at this inspection. An additional employee
1186 of the District, or representative of the Association, at the employee's request, may be
1187 present in this review. Any derogatory material received by the District or Board shall be
1188 brought to the attention of the employee in writing, within fifteen (15) contracted working
1189 days after receipt or composition. Any derogatory anonymous letters will be immediately
1190 destroyed.

1191

1192 Disciplinary material may, unless required by statute to be maintained longer, be removed, at
1193 the written request of the employee, from the personnel file after two (2) continuous years of
1194 service, providing there are no related incidents during the two-year period after the discipline
1195 was issued. Email from the employee's district network account is considered a written request.

1196

1197 An employee shall have the right to attach their own written comments relating to material in
1198 the file. Additionally, any derogatory or harmful statements and/or materials that are not shown
1199 to an employee within fifteen (15) working days after receipt or composition shall not be
1200 allowed as evidence in any grievance, disciplinary action, or nonrenewal action against the
1201 employee or reassignment except in cases of criminal investigation by a law enforcement
1202 agency.

1203

1204 B. Contents of Personnel File

1205

1206 The personnel file for each employee maintained by the District shall include at the least the
1207 following information:

- 1208 1. Copy of the employee's current certification
- 1209 2. Copies of annual contracts
- 1210 3. Copies of other information relating to salary and benefits
- 1211 4. Transcripts of academic college/university work as supplied by the employee
- 1212 5. Correspondence
- 1213 6. All final evaluation forms
- 1214 7. All correspondence placed in the personnel file shall be date stamped on the date the
1215 material was received as well as when said material was placed in the employee's file.

1216

1217 C. Working/Evaluation Files

1218

1219 Working files maintained by administrators for their own use may be reviewed at any time by
1220 the employee with the exclusive right of addendum by the employee. Such files shall not be

1221 passed on from one administrator to another nor shall such files follow the employee from one
1222 assignment to another. Working files shall be cleared at the end of each school year, except that
1223 notations of verbal warnings may remain for one calendar year from occurrence.

1224

1225 D. Criminal Investigation File

1226

1227 Any materials retained from a criminal investigation or prosecution will not be placed in the
1228 regular personnel file. This information will be held in a confidential file which shall be
1229 maintained by Employee Services.

1230

1231 E. Certificates and Transcripts

1232

1233 It is each employee's responsibility to furnish the District with a copy of certification and official
1234 transcripts of academic college/university work. Failure to furnish said documents, or copies of
1235 correspondence requesting said documents, may result in pay being withheld.

1236

1237 F. Requests for Personal Information

1238

1239 Performance evaluations, letters of direction and certain other personal data are generally not
1240 considered to be public information. The District will not grant public access to this type of
1241 information without the specific written agreement of the named employee, except where it is
1242 required to do so by law or court order.

1243

1244 If a specific written request for performance evaluations and other non-disclosable data is
1245 received, the District will notify the individual(s) whose data is requested. If the District intends
1246 to disclose the information, the employee shall be notified in writing and given ten (10) working
1247 days in which to enjoin the District from disclosure.

1248

1249 **SECTION 5: CERTIFICATED EMPLOYEE APPRAISAL PROCEDURE**

1250

1251 A. Classroom Teachers: TPEP

1252

1253 1. Introduction

1254 The evaluation procedures set forth herein shall be to improve the educational program by
1255 improving the quality of instruction. The evaluation process shall recognize strengths, identify
1256 areas needing improvement and provide support for professional growth. The evaluation
1257 system will encourage respect in the evaluation process by the persons conducting the
1258 evaluations and the persons subject to the evaluation by recognizing the importance of
1259 objective standards and minimizing subjectivity. Within the selected instructional framework
1260 teachers will be allowed to exercise their professional judgment and will be evaluated on their
1261 own practice, skills, and knowledge.

1262

1263 **Evaluation of teachers will be conducted by administrators who are knowledgeable about**
1264 **instruction and the evaluation process. Employees may request an alternative evaluator under**
1265 **Article IV – Section 5:6.h.**

1266

1267 The parties agree that the following evaluation system is to be implemented in a manner
1268 consistent with good faith and mutual respect, and as defined in RCW 28A.405.
1269
1270 Additionally, the parties agree that the evaluation process is one which will be implemented
1271 with collaboration between the evaluator and the bargaining unit member, as described in WAC
1272 392-191-025:
1273
1274 “To identify in consultation with classroom teachers and certificated support personnel
1275 observed, particular areas in which their professional performance is satisfactory or
1276 outstanding, and particular areas in which the classroom teacher or support person needs to
1277 improve his or her performance.”
1278
1279 2. Definitions
1280
1281 Criteria shall mean the eight (8) state defined evaluation criteria to be scored.
1282
1283 Component shall mean the sub-section of each criterion.
1284
1285 Evaluator shall mean a certificated administrator who has been trained in observation,
1286 evaluation and the use of the specific instructional framework and rubrics contained in this
1287 agreement and any relevant state or federal requirements. The evaluator shall assist the
1288 teacher by providing support and resources.
1289
1290 Artifacts shall mean any products generated, developed, or used by a certificated teacher.
1291 **Artifacts will be collected by the evaluator and are not the responsibility of the teacher.**
1292 **These artifacts could be the results of natural harvest (i.e. posters, student work on the wall,**
1293 **etc.).** Artifacts should not be created specifically for the evaluation system. Additionally, tools
1294 or forms used in the evaluation process may be considered as artifacts.
1295
1296 Evidence shall mean examples or observable practices of the teacher’s ability and skill in
1297 relation to the instructional framework rubric. Evidence collection is not intended to mirror a
1298 Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision
1299 about level of performance. It should be gathered from the normal course of employment.
1300
1301 Input from students, parents, or anonymous sources shall not be used as evidence for
1302 evaluations. Any derogatory anonymous material will be destroyed.
1303
1304 Not Satisfactory shall mean:
1305 Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory
1306 performance for all teachers.
1307
1308 Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of
1309 teaching experience and if a summative score of 2 has been received two years in a row or two
1310 years within a consecutive three-year period, the teacher is not considered performing at a
1311 satisfactory level.
1312

1313 Student Growth Data shall mean the change in student achievement between two points in
1314 time within the current school year. Assessments used to demonstrate growth must
1315 predominately originate at the classroom level and be initiated by the classroom teacher.
1316 Assessments used to demonstrate growth must be appropriate, relevant, and may include both
1317 formative and summative measures. Student growth data will be taken from multiple sources
1318 identified by the teacher, may include formative and summative assessment data, and must be
1319 appropriate and relevant to the teacher’s assignments.

1320

1321 3. State Criteria, Framework, and Scoring

1322

1323 a) The state evaluation criteria are:

- 1324 (i) Centering instruction on high expectations for student achievement,
- 1325 (ii) Demonstrating effective teaching practices,
- 1326 (iii) Recognizing individual student learning needs and developing strategies to
1327 address those needs,
- 1328 (iv) Providing clear and intentional focus on subject matter content and curriculum,
- 1329 (v) Fostering and managing a safe, positive learning environment,
- 1330 (vi) Using multiple data elements to modify instruction and improve student learning,
- 1331 (vii) Communicating and collaborating with parents and the school community, and
- 1332 (viii) Exhibiting collaborative and collegial practices focused on improving instructional
1333 practices and student learning.

1334

1335 b) Instructional Framework

1336

1337 Classroom teachers will be evaluated using Danielson Framework for Teaching. The
1338 instructional framework is included in Appendix # and will be published on the district website
1339 and be available to each teacher and evaluator.

1340

1341 **No later than the 2025-26 school year, the 2022 updated Framework for Teaching will be
1342 used in evaluation. Evaluation materials will be posted on the district website.**

1343

1344 c) Criterion Performance Scoring

1345

1346 Evidence will be gathered over the year to form the component scores, using a growth
1347 philosophy. If growth is made over the year, the higher score (later score) will be used. Criteria
1348 Scores: Components scores will be averaged and rounded to reach a final score.

1349

1350 d) Summative Performance Rating

1351

1352 A classroom teacher shall receive a summative performance rating for each of the eight (8)
1353 state evaluation criteria. This score becomes the Focused summative evaluation score for any
1354 of the subsequent years following the Comprehensive summative evaluation in which the
1355 certificated classroom teacher is placed on a Focused evaluation. Should a teacher provide
1356 evidence of exemplary practice on the chosen focused criterion, and the administrator and
1357 teacher agree the evidence is exemplary, a level 4 (Distinguished) score shall be awarded by
1358 the evaluator. The overall summative score is determined by totaling the eight (8) criterion-

- 1359 level scores as follows:
1360 (i) 8-14—Unsatisfactory
1361 (ii) 15-21—Basic
1362 (iii) 22-28—Proficient
1363 (iv) 29-32—Distinguished
1364

1365 e) Student Growth Criterion Score
1366

1367 Embedded in the instructional framework are five (5) components designated as student
1368 growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG
1369 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is
1370 given a score of low, average, or high based on the scores below:

- 1371 (i) 5-12—Low
1372 (ii) 13-17—Average
1373 (iii) 18-20—High
1374

1375 If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they
1376 must be automatically moved to the 3 – Proficient level for their summative score. **Educators
1377 with any individual student growth component score of a “1” cannot have a student growth
1378 impact rating higher than “Low” regardless of the sum of all their student growth
1379 components.** If a teacher receives a 1 – Unsatisfactory on any of the five student growth
1380 components, it will trigger the student growth inquiry plan. **A “Low” student growth impact
1381 rating also triggers a student growth inquiry, regardless of the summary rating.** The teacher
1382 and evaluator will mutually agree to engage in one of
1383 the following:

- 1384 1. Triangulate student growth measure with other evidence (including observation,
1385 artifacts and student evidence) and additional levels of student growth based on
1386 classroom, school, District and state-based tools;
1387 2. Examine extenuating circumstances possibly including: goal setting
1388 process/expectations, student attendance, and curriculum/assessment alignment;
1389 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward
1390 meeting goals, and best practices;
1391 4. Create and implement a professional development plan to address student growth
1392 areas.
1393

1394 4. Applicability and Evaluation Cycle
1395

1396 This evaluation system only applies to classroom teachers, specifically those staff with an
1397 assigned group of students who provide academically focused instruction and grades for
1398 students. The term “classroom teacher” does not include ESAs, Counselors, librarians, media
1399 specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit
1400 members who do not work with regularly recurring and specifically defined groups of students.
1401 Those bargaining unit members who do not meet this definition will remain under the previous
1402 evaluation system, as defined in another section of this agreement.
1403

1404 A comprehensive evaluation must be completed for classroom teachers who are provisional

1405 employees; any classroom teacher who received a summative evaluation performance rating of
1406 Unsatisfactory or Basic in either of the previous two school years; and all other classroom
1407 teachers at least once every six years. All other teachers are eligible to be on a focused
1408 evaluation.

1409
1410 A classroom teacher shall be transferred from a focused evaluation to a comprehensive
1411 evaluation at the request of the teacher, or at the direction of the teacher’s evaluator. Such
1412 request or direction must be received prior to December 1.

1413

1414 5. Professional Development

1415

1416 Prior to being evaluated, the District shall provide professional development relevant to the
1417 framework and evaluation process each year. Each teacher shall receive adequate professional
1418 development to comprehend the framework and understand the evaluation process. Such
1419 professional development shall be provided as follows:

1420 Each employee within fifteen (15) contracted work days of employment or within fifteen
1421 (15) contracted work days from the commencement of the school year, whichever is
1422 later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms
1423 or screenshots appropriate to the teacher’s position and track in the evaluation cycle.

1424

1425 No teacher shall be evaluated by an evaluator who has not been trained in observation,
1426 evaluation, and the use of the specific instructional framework and rubrics contained in
1427 this agreement and any relevant state or federal requirements.

1428

1429 6. Procedural Components of Evaluation

1430

1431 a) Notification

1432 The teacher will be notified within three weeks from the start of the school year of the
1433 evaluator and whether the teacher will be evaluated using a comprehensive or focused
1434 evaluation.

1435

1436 b) Teacher Self-Assessment

1437 (i) Prior to the Pre-Observation Conference, the member may complete a Self-
1438 Assessment form.

1439 (ii) ii. No teacher will be required to complete or share the Self-Assessment form with
1440 his/her evaluator.

1441

1442 c) Student Growth Goal Setting:

1443 **The final, revised Student Growth Goal rubrics will be used in all teachers’ evaluations**

1444 **beginning in the 2024-2025 school year.**

1445

1446 d) Artifacts and Evidence:

1447 (i) The evaluator will collect and share artifacts and evidence necessary to complete
1448 the evaluation.

1449 (ii) The teacher may provide additional artifacts and evidence to aid in the
1450 assessment of the teacher’s professional performance against the instructional

1451 framework rubric, especially for those criteria not observed in the classroom. The
1452 evidence provided by the teacher shall be incorporated on the negotiated form
1453 prior to the post-observation conference and be used to determine the final
1454 evaluation score.

1455 (iii) A teacher may but shall not be required to submit artifacts and evidence for
1456 completion of the evaluation.

1457

1458 e) Informal Observations

1459

1460 (i) An informal observation is a documented observation that is not required to be
1461 pre-scheduled. Additional informal observations may be necessary to collect
1462 additional evidence.

1463 (ii) An evaluator may conduct any number of informal observations.

1464 (iii) Observations do not have to be in the classroom. Department or collegial
1465 meetings may be used for Informal Observations.

1466 (iv) Informal observations may be documented in writing and if documented, a copy
1467 will be provided to the teacher within ten (10) contracted work days of the
1468 informal observation. If there is an area of concern based upon any such informal
1469 observation, the written documentation of the observation must be provided to
1470 the teacher in order for that evidence to be used in the evaluation process.

1471 (v) Any time after an informal observation a teacher may request a post-informal
1472 observation conference to discuss the informal observation.

1473

1474 f) The final framework rubric shall be moved to the teacher's personnel file at the end of
1475 the school year.

1476

1477 g) Electronic Monitoring

1478

1479 All observations shall be conducted openly. Mechanical or electronic devices shall not be
1480 used to listen to or record the procedures of any class without the prior knowledge and
1481 consent of the teacher.

1482

1483 h) Alternative Evaluator

1484

1485 On request, teachers shall be assigned an alternative evaluator. Requests must be submitted
1486 in writing by October 30th. Email from the employee's district network account is considered a
1487 written request.

1488

1489 7. Comprehensive Evaluation

1490

1491 A Comprehensive Evaluation will include evaluation of all eight state criteria.

1492

1493 a) Pre-Observation Conference:

1494

1495 The pre-observation conference shall be held prior to each formal observation. The teacher
1496 and evaluator will mutually agree when to conference. The purpose of the pre- observation

1497 conference is to discuss the employee's goals, establish a date for the formal observation,
1498 and to discuss such matters as the professional activities to be observed, their content,
1499 objectives, strategies, and possible observable evidence to meet the scoring criteria.

1500

1501

b) Formal Observations:

1502

(i) The **first** formal observation for each employee shall be conducted within the first
1503 ninety (90) contracted workdays of the school year. The teacher may request
1504 additional observations. The total annual observation time cannot be less than
1505 sixty (60) minutes. An employee in the third year of provisional status as defined
1506 in RCW 28A.405.220 shall be observed at least three times in the performance of
1507 his or her duties and the total observation time for the school year shall not be
1508 less than ninety minutes. Any formal observation shall not be less than 30 minutes
1509 in length.

1510

(ii) The observations will occur no later than five (5) contracted workdays after the
1511 pre-observation meeting. The parameters of Article IV, Section 5 (B)(II) apply.

1512

(iii) The evaluator will document all formal observations using the negotiated form
1513 and provide copies to the employee within ten (10) contracted workdays, if such
1514 meeting is requested by either the administrator or employee.

1515

(iv) The second formal observations will occur no sooner than six (**6**) weeks after the
1516 first formal observation in different trimesters so that reasonable time can be
1517 provided for continuing professional growth, unless mutually agreed upon. The
1518 observation will occur no later than ten (10) contracted workdays to reflect the
1519 above days after the **second** pre-observation meeting.

1520

(v) The final observation shall occur prior to May 25th.

1521

1522

c) Post-Observation Conference

1523

(i) The post-observation conference between the evaluator and teacher will be held
1524 no later than ten (10) contracted workdays after the formal observation.

1525

(ii) The purpose of the post-observation conference is to review the evaluator's
1526 evidence and teacher's evidence related to the scoring criteria during the
1527 observation, and to discuss the teacher's performance.

1528

(iii) If there is an area of concern, the evaluator will identify specific concerns for the
1529 applicable criteria and provide possible solutions to remedy the concern in
1530 writing.

1531

**(iv) There will be no more than one meeting post observation to review the results
1532 of said observation unless mutually agreed upon between both the employee
1533 and evaluator.**

1534

1535

d) Final Summative Evaluation Conference

1536

(i) No later than June 1 the evaluator and teacher shall meet to discuss the teacher's
1537 final summative score. The final summative score, including the student growth
1538 score, must be determined by an analysis of evidence. This analysis will take a
1539 holistic assessment of the teacher's performance over the course of the year. The
1540 final Evaluation must be completed and submitted by June 1.

1541

(ii) The teacher has the right to provide additional evidence for each criterion to be
1542 scored.

- 1543 (iii) All evidence, measures and observations used in developing the final summative
1544 evaluation score must be a product of the school year in which the evaluation is
1545 conducted.
- 1546 (iv) The teacher will sign two (2) copies of the Final Summative Evaluation Report.
1547 Each teacher shall sign the observation and evaluation forms to indicate receipt.
1548 The signature of the teacher does not, however, necessarily imply that the
1549 employee agrees with its contents. The teacher may attach any written comments
1550 to observations and to the final annual evaluation report as well.
- 1551 (v) Teachers shall have the right to attach additional comments or a rebuttal to the
1552 Final Summative Evaluation. **Electronic comments and rebuttals may be**
1553 **submitted.**

1554
1555 **No later than August of 2025, the evaluation materials aligned to the 2011**
1556 **version of the Danielson Group’s instructional framework will no longer be**
1557 **available for use in evaluations.**
1558

1559 8. Focused Evaluation
1560

1561 The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive
1562 Evaluation process, and will include evaluation of one of the eight state criteria and a
1563 student growth component if not previously included in the goal criteria identified by the
1564 teacher and evaluator.

1565
1566 Should an evaluator determine that a certificated employee on a Focused evaluation should
1567 be moved to a Comprehensive Evaluation for that school year, the certificated employee
1568 must be informed of this decision in writing at any time on or before December 1. Should a
1569 certificated employee request a transfer from a Focused evaluation to a Comprehensive
1570 evaluation, that request must also be made prior to the end of December 1.

1571
1572 The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first
1573 pre- observation conference and must be approved by the evaluator.
1574

- 1575 a) The criterion area to be evaluated shall be proposed by the teacher prior to, or at the
1576 first pre-observation conference and must be approved by the evaluator.
- 1577 b) If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student
1578 growth components in criterion 3 or 6.
- 1579 c) If the criterion selected for a focused evaluation has been determined to be non-
1580 observable, a classroom-based observation will not be required.
- 1581 d) Observations and conferences for the focused evaluation shall follow the guidelines set
1582 forth in Section 6 – Procedural Components of Evaluation, and Section 7 –
1583 Comprehensive Evaluation Process, above.
- 1584 e) The score received on the selected criterion and the student growth rubrics is the score
1585 assigned as the final summative score.
- 1586 f) A group of teachers may focus on the same evaluation criterion and share professional
1587 growth activities. This collaboration should be initiated by the teacher(s) and no
1588 individual shall be required to work on a shared goal.

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9. Support for Basic and Unsatisfactory Employees

- a) When a teacher is judged below 3 – Proficient, additional support shall be granted to the employee to support their professional development: Support may include but shall not be limited to access to TOSAs, release time for observing other teachers, training in use of adopted curriculum, attendance at relevant trainings/workshops, teaching assignment(s) which limit the number of preparations and or number of classrooms an employee may be assigned to, and/or other mutually agreeable interventions.
- b) In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st observation in that following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to completion of the comprehensive evaluation.

10. Additional Support for Provisional Employees

Before non-renewing a provisional employee, the evaluator shall complete the minimum requirements of the evaluation process. In addition to the minimum requirements, the evaluator and the provisional employee will identify (in writing) specific deficiencies and mutually agree to a plan of improvement with specific follow-up dates to assess progress. The evaluator will provide models as well as additional outside resources, (i.e., mentoring, observations of mutually agreed upon master teachers, professional development related to the identified deficiency, etc.) as needed.

- a) A completed comprehensive evaluation conducted in accordance with Section 7 above;
- b) A specific and mutually agreed upon plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performance and indicating it has been achieved;
- c) A description of the assistance and services the District will provide to the teacher to improve his/her performance;
- d) At a minimum, monthly written documentation to the teacher of the evaluator’s evidence regarding the teacher’s progress toward remediating identified deficiencies.

11. Non-Renewal (Discharge)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, or for two years within a consecutive three-year period the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

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The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

12. Evaluation Results

- a) Evaluation results shall be used:
 - (i) To acknowledge, recognize, and encourage excellence in professional performance.
 - (ii) To document the level of performance by a teacher of his/her assigned duties.
 - (iii) To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
 - (iv) To document performance by a teacher judged unsatisfactory based on the state evaluation criteria.
 - (v) As one of multiple factors in personnel decisions only as defined elsewhere in this agreement.

- b) Evaluation results shall not be:
 - (i) Shared or published with any teacher identifying information, unless required by law.
 - (ii) Shared or published without notification to the individual and Association.
 - (iii) Used to determine any type of base or additional compensation.

Evaluators shall not consider school or District-wide scores when evaluating individual scores, i.e., nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school. Teachers will not be scored below Proficient in domain 1 and 3(c) if there is no adopted curriculum.

Any changes to forms shall be bargained prior to implementation.

B. Teachers Other than Classroom Teachers

I. Purpose

The evaluation of professional performance in the District is an important process in the continuing improvement of the educational program. The evaluation procedure shall recognize all levels of performance and encourage improvement in specific identifiable areas through the systematic assessment of performance and the instructional program. This evaluation procedure is designed to provide a basis for planning professional growth and development.

While the primary focus of evaluation is to improve instruction, evaluations require employees to meet the established performance expectations. This process must be continuous and constructive, and must take place in an atmosphere of mutual trust and

1681 respect. This process is a cooperative effort on the part of the evaluator and employee.

1682

1683 II. General Procedure

1684

1685 1. All employees will be observed a total minimum of sixty (60) minutes each year based
1686 on at least two observation periods.

1687

1688 2. One thirty (30) minute observation shall be scheduled by the evaluator at least two (2)
1689 days in advance with the employee.

1690

1691 3. Both of the two (2) required observations shall be at least thirty (30) minutes in length.

1692

1693 4. Employees will be evaluated using one of the three models:

1694 a) Long form—The Professional Development Plan (PDP) will be used by all new Pasco
1695 employees during their first four years, all experienced employees every 5th year, any
1696 employee experiencing teaching difficulty, and any employee desiring professional
1697 growth and development.

1698 b) Short form—After four years of satisfactory evaluations, the Goal Setting Model or the
1699 Checklist Model may be used.

1700 c) The appraisal timeline is as follows:

1701 (i) Years 1, 2, 3 and 4 – long form (four years of satisfactory evaluations)

1702 (ii) Years 5, 6, 7 and 8 – short form (goal setting or checklist)

1703 (iii) Year 9 – long form

1704 (iv) After year nine – four (4) years short form, one (1) yearlong form

1705

1706 5. At the request of either the administrator or the employee, a post observation
1707 conference shall be held.

1708

1709 6. Only contractually approved **Danielson Framework for Teaching** forms shall be used in
1710 the evaluation (see appendix). The employee shall not be required to submit additional
1711 documentation as part of the evaluation process.

1712

1713 7. The building principal, or her/his administrative designee shall have the responsibility
1714 for evaluation of employees under her/his supervision.

1715

1716 8. An itinerant employee shall be evaluated by her/his program supervisor appointed by
1717 the Employee Services administrator. All other supervisors served by this itinerant
1718 employee shall have the opportunity to provide observed and documented input into
1719 the employee's evaluation.

1720

1721 9. During the school year if an employee is transferred to another position after the first
1722 trimester, an evaluation shall be made at the time of transfer.

1723

1724 10. If an employee resigns during the school year, a final evaluation shall be completed prior
1725 to the resignation date whenever possible.

1726

- 1727 11. Observations shall not be conducted at the following times unless specifically approved
1728 by the employee:
1729 a) the first week of the school year;
1730 b) the school day before and after Thanksgiving, winter, and spring vacations;
1731 c) the first day after a substitute has been teaching the class;
1732 d) on an early release day at the secondary level.
1733
1734 12. All observations shall be completed by May 25.
1735
1736 13. An employee shall have the right to have an Association representative present during a
1737 follow-up conference.
1738
1739 14. The final evaluation will be a permanent part of the employee’s personnel file.
1740
1741 III. Rules and Procedures for Use with the Goal Setting Model (Short Form)
1742
1743 1. The purpose of this model is to develop teaching and job-related goals between the
1744 employee and supervisor. The focus is to increase teaching effectiveness and student
1745 learning.
1746
1747 2. The goal-setting conference should be held no later than October 30.
1748
1749 3. There are three basic parts of the goal-setting conference:
1750 a) Establishing goal(s) - Goals are established between the employee and the supervisor.
1751 b) Determining methods for collecting data relative to the goals - As each goal is
1752 established, the means for collecting data to determine progress shall be determined
1753 by the supervisor and the employee. The method selected should be appropriate to the
1754 goal. There are no specific requirements as to the type or frequency of methods.
1755 c) Writing a description of the goal-setting conference - Pre-Appraisal Conference (Goal
1756 Setting) form in the Appendix provides a standard form to be used by the supervisor for
1757 writing a description of the goal-setting conference. The form should be written during
1758 or immediately after the conference and shared with the employee.
1759
1760 4. During the appraisal period, employees and supervisors are expected to work together
1761 toward the goals established in the goal setting conference. Data collection,
1762 observations, interaction, and other activities should facilitate goal attainment.
1763
1764 5. The final appraisal conference should be held at the end of the appraisal period,
1765 normally by the last week in May. The conference should be the joint discussion of the
1766 year’s activities, the implications for future goals and continued self-growth.
1767
1768 IV. Procedures for Use of the Checklist Model (Short Form)
1769
1770 Results of the evaluation shall be documented using the Final Appraisal Report (Checklist)
1771 found in the Appendix.
1772

- 1773 V. Procedures for Use of Professional Development Plan (PDP) (Long Form)
1774
1775 1. New employees shall be observed at least once for a period of thirty (30) minutes during
1776 the first ninety (90) calendar days of their employment period.
1777
1778 2. One thirty (30) minute observation shall be conducted when applicable by the end of
1779 the first trimester.
1780
1781 3. The evaluator’s results on the Professional Development Plan (PDP) shall serve as the
1782 basis of a post observation conference held within ten (10) contracted workdays of the
1783 observation. During said conference, the employee will be given a copy of the
1784 completed PDP and the evaluator will discuss the contents of the PDP with the
1785 employee.
1786
1787 4. The evaluator shall summarize the findings of the required observations and document
1788 them on the Final Appraisal Form (Professional Development Plan) found in the
1789 Appendix.
1790
1791 VI. Completion of Report Forms and Evaluation Timelines
1792
1793 1. Signature by the employee indicates only that the employee has read the document. In
1794 signing the forms, the employee does not waive any right to due process or appeal, and
1795 the signature does not in any way signify agreement with the contents of the document.
1796 The employee has the right to attach a written statement in the appropriate section of
1797 the form including any addendum if desired.
1798
1799 2. The Final Appraisal Report will be signed by both the evaluator and the employee within
1800 five (5) days of the evaluation conference. Reports shall be given to the employee and a
1801 conference shall be held with the evaluator to discuss the summary of all observations.
1802
1803 3. Final Appraisal Report Forms are to be completed by the evaluator before June 1. The
1804 original appraisal form with any employee addendum will be submitted to the
1805 Superintendent or a designee for review, and this original will be filed in the employee’s
1806 personnel file. The second copy with any addendum is to be delivered to the employee
1807 at the close of the final conference and the third copy with any addendum is to be
1808 retained by the evaluator. For employees on the Goal Setting Model, the Pre-Appraisal
1809 Conference form will also be filed in the personnel file.
1810
1811 4. Professional Development Model (PDP)
1812
1813 If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the
1814 narrative section of the forms:
1815 a) designate and describe performance deficiencies;
1816 b) recommendations for improvement;
1817 c) explanation of limiting accountability factors, if applicable.
1818

1819 VII. Procedures for Unsatisfactory Final Evaluation

1820

1821 If the Final Appraisal is unsatisfactory to the employee, a conference will be held with the
1822 immediate supervisor to discuss the problem. If the conference is unsatisfactory to the
1823 employee, a conference with the Superintendent or designee and the evaluator will be granted
1824 upon the request of the employee. This conference must be held within ten (10) contracted
1825 workdays of the date of the written request of the employee. The employee may have an
1826 Association representative in attendance at the requested conference.

1827

1828 **SECTION 6: PROBATIONARY PROCEDURE**

1829

1830 A. General Statement

1831

1832 The probationary procedure as set forth herein shall provide an employee with assistance
1833 through consulting, counseling, and providing other resources as may be utilized in the
1834 improvement of performance relating to the instructional program. If it becomes necessary
1835 to place an employee on probation, such action shall be in accordance with the Evaluation
1836 Procedure. Such probationary period shall be after October 15 but before February 1 of the
1837 same year.

1838

1839 B. Procedure

1840

1841 The probationary process is to be implemented and completed within this time period. If an
1842 employee is being considered for probation, the recommendation to the Superintendent for
1843 probationary status must be made on or before January 20. The recommendation for
1844 probation must be in writing and a copy of that recommendation must be sent to the
1845 employee and the PAE President.

1846

1847 C. Establishment of Probationary Period

1848

1849 If the Superintendent concurs with the evaluator's evidence that the performance of the
1850 employee is unsatisfactory, the Superintendent shall place the employee in a probationary
1851 status after October 15 but before February 1 of the current school year and ending no later
1852 than May 1. The employee shall be given written notice of the action of the Superintendent
1853 which shall contain the following information:

- 1854 1. A statement of the problem in terms of specific instructional deficiency as related to the
1855 evaluation criteria;
- 1856 2. Remediation Plan which includes the following:
 - 1857 d) a statement of expectations delineating what levels of performance would constitute
1858 basic performance in the areas defined;
 - 1859 e) a program for assistance by the evaluator which spells out courses of action whereby
1860 the employee will be assisted and counseled in improving his/her performance to a
1861 basic level.

1862

1863 The evaluator will be responsible for supervising the probation. The evaluator may receive
1864 help from a certificated administrator who shall be someone other than the Superintendent.

1865
1866 The employee may have an individual of his/her own choosing present at the initial
1867 probationary meeting. During the probationary period, the evaluator shall meet with the
1868 probationary employee at least twice monthly to supervise and make a written evaluation
1869 of the progress made by the employee. The probationary employee is entitled to Union
1870 representation during all meetings and shall be informed of that entitlement before the
1871 meeting. The probationary employee may be removed from probation at any time if he/she
1872 has demonstrated improvement to the satisfaction of the Superintendent in those areas
1873 specifically detailed in his/her notice of probation.
1874

1875 D. Evaluator's Post Probation Report

1876
1877 Unless the probationary employee has previously been removed from probation, the
1878 evaluator shall submit a written report to the Superintendent at the end of the
1879 probationary period, which report shall identify whether the performance of the
1880 probationary employee has improved, and which shall set forth one of the following
1881 recommendations for further action:
1882

- 1883 a) Removal of the probationary status;
- 1884 b) Removal of the probationary status if accompanied by a letter identifying areas where
1885 further improvement is required;
- 1886 c) To non-renew the employment contract of the employee.

1887
1888 E. Action by the Superintendent

1889
1890 Following a review of any report submitted pursuant to the evaluator's post probation
1891 report, the Superintendent shall determine which of the alternative courses of action is
1892 proper and shall take appropriate action to implement such determination.
1893

1894 In the event that the Superintendent determines that the employee has not demonstrated
1895 sufficient improvement in the stated areas of deficiency, the Superintendent shall make a
1896 determination of probable cause for the non-renewal of the employee's contract and shall
1897 provide written notice thereof to the employee on or before May 15 pursuant to the
1898 requirements of RCW 28A.405.210.
1899

1900 F. Retention of Records

1901
1902 After three years of satisfactory or proficient evaluations, all probationary materials shall be
1903 removed from the file. The employee's final evaluation for the probationary period will
1904 remain in the employee's personnel file.
1905

1906 **SECTION 7: NONINSTRUCTIONAL DUTIES**

1907
1908 Certificated employees shall not be assigned supervisory/non-professional duties, including
1909 custodial duties.
1910

1911 Custodial work shall not be required of certificated employees. Concerns originating at the
1912 building level may be brought to the attention of the Superintendent/designee through the
1913 ARTICLE II - BUSINESS, SECTION 4: ASSOCIATION RIGHTS AND PRIVILEGES, Paragraph A.
1914

1915 **SECTION 8: STUDENT TEACHERS AND INTERNS**

1916

1917 A. Voluntary Acceptance

1918

1919 Employees are under no legal obligation to the District or to a college/university involved to
1920 accept a student teacher, intern, or practicum student. If the employee does accept this
1921 responsibility, he/she does so on a voluntary basis. **The district will provide a mechanism for**
1922 **teachers to opt into supervising student teachers, interns, and/or practicum students.**

1923

1924 B. College Obligation

1925

1926 The college/university and the District will not assign a student teacher, intern, or a
1927 practicum student to an employee without first contacting said employee, **in writing**, at least
1928 five (5) working days in advance of the assignment for concurrence.

1929

1930 C. Dismissal of a Student Teacher

1931

1932 The supervising employee may dismiss a student teacher in concert with the District and the
1933 college/university. **The employee will follow the cooperating University's policies for**
1934 **dismissal of the student teacher with the support of the building principal, or designee, and**
1935 **district administration.** Prior to dismissal, the supervising employee shall provide explanation
1936 to the building principal, the college supervisor, and the student teacher involved. **Dismissal of**
1937 **a student teacher will not preclude the employee from supervising student teachers in the**
1938 **future.**

1939

1940 D. Experience

1941

1942 No employee with less than five (5) years teaching experience shall be requested to accept a
1943 student teacher or intern, and no less than five (5) years teaching experience for a practicum
1944 student, unless mutually agreed upon between the Association and the District. **Teachers who**
1945 **supervise student teachers, interns, or practicum students will have a minimum criterion**
1946 **score of "proficient" on the prior year's summative evaluation.**

1947

1948 E. Mentoring Teacher Absences

1949

1950 **In the case of a mentoring teacher being absent from the classroom, the district and the**
1951 **association agree that the student teacher will not be used as an intern substitute teacher**
1952 **instead of a certified substitute teacher without approval by the mentoring teacher.**

1953 **ARTICLE V - GRIEVANCE PROCEDURES**

1954

1955 A. Purpose

1956

1957 The purpose of this grievance procedure is to provide a means for the orderly and the
1958 expeditious adjustment of a grievance by an employee or group of employees.

1959

1960 B. Definitions

1961

1962 1. "Grievant" shall mean an employee or group of employees or the Association filing a
1963 grievance on behalf of an employee or group of employees. A grievance in which two or
1964 more employees have the same complaint shall be processed as a single action. The
1965 Association shall have the right to be present and, if the employee elects, may represent
1966 the employee at any point in the procedure.

1967

1968 2. A "Grievance" shall mean a written statement by a Grievant that a controversy, dispute,
1969 or disagreement of any kind or character exists arising out of the interpretation or
1970 application of the terms of this Agreement or of an existing or newly created Board
1971 policy or administrative regulation. **An email from the employee's district network
1972 account with an attached Grievance Form, or an email from identified representatives
1973 of the Association, shall be considered a written statement.**

1974

1975 3. "Days" shall mean contracted workdays or business days when school is not in session,
1976 except as otherwise indicated. "Business days" do not include those days the district
1977 offices are closed to the public such as holidays and the normal December and July
1978 closure.

1979

1980 C. Informal Communications

1981

1982 Every effort shall be made to settle problems at the lowest level through informal
1983 communication between the employee(s) and the immediate supervisor. Grievances may
1984 not be processed through this procedure until there is evidence that informal two-way
1985 communications have failed to resolve the issue.

1986

1987 Grievances will be resolved before the end of the school term or as soon as possible
1988 thereafter, within the negotiated timelines and procedures.

1989

1990 D. Procedures and Steps

1991

1992 An employee making a grievance, or the Association on behalf of an employee, shall present
1993 in writing to their immediate supervisor the grievance form within thirty (30) contract days
1994 following the occurrence of the violation or alleged violation of this Agreement. If the
1995 Association is notified by the employee of a contract violation, the Association shall have
1996 thirty (30) contract days following notification to file a grievance or sixty (60) contract days
1997 from the date of occurrence of the violation, whichever occurs sooner. The timelines and
1998 procedures herein shall be strictly followed unless waived in writing by the parties. Failure of

1999 the Grievant to follow the timelines shall mean the grievance is withdrawn. Conversely,
2000 failure by the District to follow the timelines shall automatically qualify the grievance for
2001 advancement to the next step.
2002
2003 Grievances relating to interpretation and/or application of this Agreement when filed in the
2004 name of the Association may be initiated at Step 2 as provided hereinafter.
2005
2006 1. Step One — Immediate Supervisor
2007
2008 The Grievant(s) submits a grievance review request (form A) to the immediate supervisor.
2009 The supervisor shall schedule a formal meeting within five (5) days after the receipt of the
2010 request and shall render a written decision to the Grievant(s) within five (5) days after the
2011 formal meeting. A copy of the grievance review request shall be sent to the Superintendent
2012 and to the Association President. A copy of the written decision shall be sent to the
2013 Superintendent and to the Association President.
2014
2015 2. Step Two — Appeal to Superintendent or Employee Services Designee
2016
2017 If the Grievant(s) is not satisfied with the decision of the immediate supervisor at Step One,
2018 the Grievant may refer the grievance to the Superintendent or designee within five (5) days
2019 after the receipt of the decision prescribed herein, with a copy to the Grievant'(s) immediate
2020 supervisor. The Superintendent or Employee Services designee shall meet with the
2021 Grievant(s) within five (5) days after the grievance has been referred to him/her. Both the
2022 Superintendent/designee and the Grievant(s) may have other persons present at the
2023 meeting who might contribute to an acceptable adjustment of the grievance.
2024
2025 The Superintendent/Employee Services_designee shall render a written decision concerning
2026 the grievance and any other adjustment within five (5) days after the grievance has been
2027 heard. Copies of the decision by the Superintendent/Employee Services designee shall be
2028 sent to the Grievant, the Grievant'(s) immediate supervisor, and to the Association
2029 President.
2030
2031 3. Step Three — (Optional) Appeal to Board of Directors
2032
2033 If the grievance involves Board policy or administrative regulations, or if the Grievant is not
2034 satisfied with the disposition of his/her grievance at Step Two, or if the Superintendent/
2035 designee has not provided a written decision within the time limits prescribed in Step Two,
2036 then the Grievant, or at his/her request the Association acting on his/her behalf, may
2037 request a meeting with the Board of Directors. If a request for a meeting or a Demand for
2038 Arbitration (for those grievances subject to arbitration) is not delivered to the
2039 Superintendent within thirty (30) days after the meeting prescribed in Step Two is held, then
2040 the grievance will be deemed withdrawn. The Board, or a committee thereof, shall meet
2041 with the Grievant and Association representatives within fifteen (15) days after the
2042 superintendent receives the request for such meeting. Within fifteen (15) days after such
2043 meeting the Board shall render a written decision regarding the grievance. It is not required
2044 that a grievance go to the Board prior to arbitration, nor shall taking the matter to the Board

2045 change the eligibility for arbitration.

2046

2047 4. Step Four — Binding Arbitration

2048

2049 If the grievance is a claim that this Agreement between the District and the Association has
2050 been violated, misinterpreted, or misapplied; and if the Grievant is not satisfied with the
2051 disposition of this grievance at Step Three, or if the Board has not provided a written
2052 decision within the time limits prescribed in Step Three, then the grievance may be
2053 submitted to final and binding arbitration at the option of the Association.

2054

2055 The parties shall attempt to select an arbitrator whose decision shall be final and binding,
2056 within ten (10) days after the Superintendent receives the appeal from the Association. If
2057 the parties are unable to agree on the appointment of the arbitrator, a list of arbitrators
2058 shall be requested from the Federal Mediation and Conciliation Service (FMCS), American
2059 Arbitration Association (AAA) or the Public Employment Relations Commission (PERC). The
2060 parties shall separately rank and strike the names from the list and return the list to the
2061 appropriate agency for arbiter selection.

2062

2063 The hearing shall proceed under the arbitration rules of the applicable agency unless the
2064 parties mutually agree to proceed under the expedited rules.

2065

- 2066 a) Guidelines: The arbitrator shall render a decision in writing not more than thirty (30)
2067 days after the close of the hearing. During the arbitration, neither the District nor the
2068 Association will be permitted to assert any evidence not previously disclosed to the
2069 other party. Each party shall bear the full costs for its side of the arbitration and will pay
2070 one-half (1/2) of the costs for the arbitrator and any administrative fee for arbitration.
2071 b) Powers of the Arbitrator: The arbitrator shall have no power to alter, add to or subtract
2072 from the terms of this collective bargaining agreement.

2073

2074 E. Freedom from Reprisals

2075

2076 No reprisal shall be invoked against any employee for processing a grievance or participating
2077 in any way in the grievance procedure.

2078

2079 F. Election of Remedy

2080

2081 Any employee, other than a provisional employee, receiving notification of non-renewal of
2082 contract, discharge, or adverse effect may elect to have the matter heard either by a hearing
2083 officer under statutory proceedings or an arbitrator in accordance with the grievance
2084 procedure. If arbitration is selected, the matter shall be commenced at the arbitration level.

2085

2086 G. Release Time

2087

2088 Grievances will ordinarily be processed during the regular workday and release time shall be
2089 provided for those actively involved in the investigating and processing of grievances,
2090 including the Grievant, Association representatives, and witnesses.

2091

2092 ARTICLE VI - LAYOFF AND ASSIGNMENT

2093 **SECTION 1: LAYOFF AND RECALL**

2094

2095 A. Definitions

2096

2097 1. The term layoff herein refers to action by the Board reducing the number of certificated
2098 employees in the district.

2099

2100 2. Seniority is defined as the total number of certificated years of experience in
2101 Washington State as defined by Washington Administrative Code and shall be computed
2102 from the actual date on which a contract of employment was signed by the employee.
2103 Seniority for part-time employees shall be credited on the same basis as their
2104 percentage of employment, i.e., half-time employment for a full year yields one-half
2105 (1/2) year seniority.

2106

2107 B. Layoff Procedure

2108

2109 In the event the District suffers a loss in revenues and/or programs which require a
2110 reduction in the work force, the District shall follow the procedures contained herein.

2111

2112 1. The District shall compile and publish a seniority list by January 31. The seniority list
2113 shall be posted in each building, posted on the Employee Services webpage on the
2114 district website, and two (2) copies given to the Association. Challenges to seniority
2115 placement shall be made in writing to the Association and Employee Services Office by
2116 February 28. A corrected seniority list shall be published and posted in each building,
2117 posted on the Employee Services webpage on the district website, and two (2) copies
2118 given to the Association by March 15. No changes except to correct typographical errors
2119 will be made after March 15.

2120

2121 2. The District shall provide the Association with a detailed report relating to the District's
2122 financial condition and the anticipated educational program for the ensuing school year
2123 by April 15, unless the legislative session has been extended. This report shall include
2124 information relating to any potential layoff.

2125

2126 3. A reduction in force shall take place only after the following occur(s):

2127

2127 a) All retire-rehire employees are non-renewed;

2128

2128 b) All leave replacement employees are non-renewed.

2129

2130 4. No administrator shall replace a laid off Association employee.

2131

2132 5. Reduction in work force shall be accomplished based on the total number of years in
2133 Washington State, then in the bargaining unit in Pasco School District. When two or
2134 more employees have equal seniority, the date of hire, which is the date the signed
2135 contract was received by the Employee Services Office shall be the determining factor.
2136 Ties in seniority shall be broken by lot.

2137

- 2138 6. The parties will consider the District’s Affirmative Action Plan.
2139
2140 7. Part-time employees, if retained, will be entitled to a part-time position.
2141
2142 8. If an employee is on laid off status, that employee retains the right to Association
2143 membership and all benefits therein.
2144
2145 C. Placement Criteria
2146
2147 1. All employees retained shall hold certification and/or endorsement as required by the
2148 State or Federal program requirements.
2149
2150 2. Employees not assigned to a position for the ensuing school year will be notified in
2151 writing of layoff by the Board by May 15 of the current school year unless dictated by
2152 legislative action.
2153
2154 3. An employee receiving written notification of layoff shall retain an employment
2155 relationship with the District by being automatically placed on lay-off and recall status.
2156
2157 4. Employees on leave are subject to the layoff and recall procedure.
2158
2159 5. Any employee accepting a temporary position will not forego his/her seniority recall
2160 option in the event a permanent position becomes available.
2161
2162 6. No laid off employee will be required to accept recall. Employees may refuse a call back
2163 and maintain their right to recall for the following two (2) contract years (September 1–
2164 August 31).
2165
2166 7. Employment of substitutes shall come from those employees on layoff status.
2167
2168 8. Upon the request of an employee, the District shall make provision for the continuance
2169 of an employee’s participation in any District group insurance program. The employee
2170 shall pay the entire premium to the District payroll office on a monthly basis.
2171
2172 **9. If the state requires a change in certification for an employee to maintain their current**
2173 **position, the District will facilitate training and/or cover costs of clock hour or courses**
2174 **necessary for the employee to complete the certification change. If a position is**
2175 **changed or eliminated for any other reason , the District will follow the Assignment,**
2176 **Transfer, and Vacancy process outlined in Article VI – Section 2.**
2177
2178 D. Recall
2179
2180 Recall shall be by reverse order according to State and Federal program requirements.
2181
2182 1. The District shall give written notice of recall by sending a registered letter to the
2183 employee at his/her last known address.

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2. Any employee so notified shall respond within five **(5)** business days from receipt of said notice whether the employee accepts or rejects the position.

SECTION 2: ASSIGNMENT, TRANSFER & VACANCY

A. Definitions

1. Assignment: An employee's current job placement.
2. Reassignment: A change in assignment within a building.
 - a) A voluntary reassignment is one initiated by the employee.
 - b) An involuntary reassignment is one initiated by the administration because of building or program needs.
3. Major reassignment:
 - a) At the elementary level:
 - (i) A change of three (3) or more grade levels from primary (K-2) to intermediate (3-5) grades or vice versa; **or**
 - (ii) A change which requires teaching in a specialized area which has not been taught within the last five years.
 - b) At the middle school or high school level:
 - (vi) A change which requires the employee to teach outside their endorsement; **or**
 - (vii) A change which requires an employee to teach a subject area which they have not taught within the last five years.
4. Vacancy: A position which has been vacated and is scheduled to be refilled or one which has been newly created.
5. Transfer is a change to another building:
 - a) A voluntary transfer is one initiated by the employee.
 - b) An involuntary transfer is one initiated by administration.
 - c) **Such transfers are to positions within a building, not just to that building.**
6. Displaced employee: An employee with a continuing contract but without an assignment.
7. Seniority, for the purposes of this section, shall be years and months of teaching experience in the Pasco School District. When two or more employees have equal seniority, the date of hire, which is the date the signed contract was received by the District Employee Services Office shall be the determining factor. Ties in seniority shall be broken by lot. In instances where an employee has interrupted service, the most recent date of hire shall be used as the determiner.

- 2230
- 2231 8. Exploratory assignment is when employees seek assignments which enhance
- 2232 professional growth or provide for the opportunity to experience new challenges within
- 2233 the district.
- 2234
- 2235 B. Sequence of Reassignments
- 2236
- 2237 1. Identification of district needs;
- 2238 2. Written posting of building needs;
- 2239 3. Request for voluntary reassignment;
- 2240 4. Placement of voluntary reassignment;
- 2241 5. Placement of involuntary reassignments.
- 2242
- 2243 C. Sequence of Transfers
- 2244
- 2245 1. Identification of building needs;
- 2246 2. Reporting of district vacancies to the Association;
- 2247 3. Posting of all available vacancies;
- 2248 4. Request for voluntary transfers in overstaffed buildings;
- 2249 5. Placement of voluntary transfers in available positions
- 2250 6. Placement of involuntary transfers resulting from overstaffing;
- 2251 7. Placement of staff returning from leaves of absence based on qualifications and
- 2252 seniority;
- 2253 8. In-district transfer requests;
- 2254 9. Requests from part-time employees desiring to work full-time;
- 2255 10. Hiring from outside of the district.
- 2256
- 2257 D. Notification of Assignment
- 2258
- 2259 Prior to the end of the school year, employees will be notified of known changes in the
- 2260 employee's assignment for the following year. Employees will immediately be given written
- 2261 notification of major reassignment changes which become necessary subsequent to the end
- 2262 of the school year.
- 2263
- 2264 E. Voluntary Transfer
- 2265
- 2266 1. The District will solicit requests for transfers from employees by March 1 of each year.
- 2267 This does not preclude employees who later become aware of specific openings from
- 2268 making application to the Employee Services Office for a particular professional
- 2269 opportunity at whatever time an opening might occur.
- 2270
- 2271 2. Requests for transfer shall be kept on file.
- 2272
- 2273 3. An employee may submit an application for a transfer subsequent to the posting of a
- 2274 vacancy notice pursuant to the posting procedure "F. Posting of Vacancies."
- 2275

- 2276 4. Applications for vacancies shall be in writing and should be received in the Employee
 2277 Services Office by the end of the posting period.
 2278
- 2279 5. If an employee's request for transfer is denied, the employee shall be notified in writing
 2280 or by conference with the Employee Services administrator of reasons for the denial.
 2281
- 2282 6. Employees assigned to bilingual or special education classes shall not be denied transfer
 2283 rights.
 2284
- 2285 F. Posting of Vacancies
 2286
- 2287 1. Vacancies shall be announced first within buildings by posting a paper copy and emailing
 2288 to building staff or **and impacted** itinerant staff to allow voluntary reassignment of staff
 2289 within a building or program. Individual employees considering reassignment shall be
 2290 granted no less than forty-eight (48) hours to consider such reassignment. **If in-building**
 2291 **postings are not emailed to all employees, including impacted itinerant staff, then the**
 2292 **forty-eight (48) hours extends from the time when all staff are notified.** Vacancies
 2293 remaining available after reassignments shall be posted online for at least three (3) days
 2294 during the school year. Each vacancy will be posted online for at least five (5) days
 2295 during summer vacation.
 2296
- 2297 2. The announcement shall include the following requirements:
 2298 a) A description of the open position and specific job requirements including site, subject,
 2299 and grade level;
 2300 b) Qualifications necessary to meet the requirements of the position as established by the
 2301 State Board of Education and Washington Administrative Codes (WAC);
 2302 c) Additional information may be included but will only include essential functions of the
 2303 job.
 2304
- 2305 3. No assignment to fill the vacancy shall be made until after the closing date.
 2306
- 2307 4. All posting templates will be emailed to the Association office. The association will be
 2308 notified by the district prior to any changes to the posting templates.
 2309
- 2310 5. Current qualified bargaining unit employees shall be interviewed if they apply for the
 2311 position.
 2312
- 2313 6. In filling vacancies, the District will give preference to qualified district employees based
 2314 on the requirements listed on the job announcement and necessary qualifications for
 2315 the position. Such qualifications shall be limited to:
 2316 a) possession of needed specialized instructional skills, such as language proficiency;
 2317 b) training or experience at the **endorsement** level or in the subject matter of the open
 2318 position;
 2319 c) when two candidates are equal in specialized instructional skill and experience, then
 2320 district seniority would be the determining factor; and
 2321 d) no unsatisfactory evaluations within the school district during the past two years unless

2322 mutually agreed upon by the Association and the District.

2323

2324 7. After June 15 or the last day of school, whichever is later, the District may
2325 simultaneously post positions for internal and external applicants.

2326

2327 G. Involuntary Transfer/Reassignment Procedures

2328

2329 To assure compliance with state and federal requirements and to assure the best quality
2330 educational program in the district, it becomes necessary on occasion to make some transfers
2331 or reassignments on an involuntary basis.

2332

2333 1. The District will identify the buildings/programs and number of staff needing to be
2334 transferred or reassigned.

2335

2336 **Combination Classes**

2337 **For the 2025-2026 School Year:**

2338 **The district will reduce the number of combination classes exclusive of Special**
2339 **Programs by 25% from the 2024-2025 school year.**

2340

2341 **Beginning in 2025-2026, general education K-1 combination classes will be eliminated,**
2342 **exclusive of Special Programs, including TWDL Russian and PDLA.**

2343

2344 **For the 2026-2027 School Year:**

2345 **The district will reduce the number of combination classes, exclusive of Special**
2346 **Programs and PDLA, by 50% from the 2025-2026 school year.**

2347

2348 2. As soon as it is determined that a transfer(s) is necessary under the terms of this Article,
2349 the Employee Services administrator will meet with the affected building staff to allow
2350 for voluntary transfer(s) prior to making any involuntary transfer(s).

2351

2352 3. Employees identified for involuntary transfer/reassignment will be the least senior
2353 employee by the following categories:

2354

- 2355 a) K-5 regular education employees in the building; or
- 2356 b) K-12 program assigned employees within a building by program; or
- 2357 c) 6-12 regular education employees by qualifications.

2358

2359 4. Identified unassigned staff will be ranked from most to least senior in each category:

2360

- 2361 a) **K-5 regular education employees in the building; or**
- 2362 b) **K-12 program assigned employees within a building by program; or**
- 2363 c) **6-12 regular education employees by qualifications.**

2364

2365 5. All known open assignments will be listed by level (elementary school, middle school,
2366 high school and/or by program).

2367

2368 6. Beginning with the most senior employee being involuntarily transferred/ reassigned,
2369 they will be allowed to choose an assignment for which they are certified and qualified

- 2368 from the available openings. In the event there are no openings in the building or
 2369 district, they will be allowed to replace the least senior employee, according to the
 2370 district seniority list published in January and finalized by March 15th of the current
 2371 year, in a position for which they are qualified.
 2372
- 2373 7. When an involuntary transfer occurs, the employee retains the option to return to the
 2374 original site prior to the opening of the school year.
 2375
 - 2376 8. Employees who have been involuntarily transferred or reassigned to a grade level or
 2377 subject area which they have not previously taught or in which they do not possess an
 2378 endorsement will not be non-renewed for performance deficiencies primarily related
 2379 to subject matter, professional preparation, and scholarship during the first (1st) year
 2380 of their involuntary transfer/reassignment. Upon request, involuntarily transferred/
 2381 reassigned employees will be provided with the necessary mentoring.
 2382
 - 2383 9. An employee cannot be involuntarily transferred or have an involuntary major
 2384 reassignment two consecutive years. Reassignment of staff must be made in
 2385 accordance with educational needs, sensitivity to staff and program need.
 2386
 - 2387 10. Employees selected for involuntary transfer/reassignment shall be notified no later
 2388 than May 15 unless circumstances, agreed upon by both parties, prevent it.
 2389
 - 2390 11. If a teacher's National Board-Certified Teacher (NBCT) "high poverty schools" bonus is
 2391 reduced because of an involuntary transfer, the district will continue to provide a
 2392 NBCT "high poverty schools" equivalent stipend based on eligibility of their former
 2393 school for one (1) year immediately following the involuntary transfer. If a program-
 2394 assigned teacher's National Board-Certified Teacher (NBCT) "high poverty schools"
 2395 bonus is reduced because of the program needing to be transferred, the district will
 2396 continue to provide a NBCT "high poverty schools" equivalent stipend based on
 2397 eligibility of their former school until the building qualifies as a "high poverty school."
 2398 It is the teacher's responsibility to notify the District Manager of Certificated Records
 2399 of their NBCT status. **If a teacher works in more than one school, NBCT "high poverty
 2400 schools" bonus will be based on the teacher's percentage time spent at a qualifying
 2401 high poverty school (full-time equivalent).**
 2402
- 2403 H. District Support
 2404
- 2405 1. An employee being involuntarily transferred or reassigned, or who voluntarily transfers
 2406 due to displacement, shall be released from teaching for three (3) days to prepare for
 2407 the new assignment or compensated for three (3) days at their per diem rate.
 2408 Employees will determine whether they take the time provided, the compensation
 2409 provided, or a combination thereof.
 2410
 - 2411 2. When an involuntary major assignment change occurs, the affected employee will be
 2412 allocated \$500 in special funds to purchase necessary resource materials. Additional
 2413 training and support shall be offered to facilitate employee success in the reassignment.

- 2414 **This training will not be mandated during personal planning time.**
2415
- 2416 3. If any transfer or room change is to be made, the District shall provide packing supplies
2417 and shall provide help in moving the affected employee’s materials. **Materials**
2418 **purchased with district funds, other than special program funds, belong to the district**
2419 **and not the building, so employees are entitled to take them to their new position.**
2420
- 2421 4. If there is an involuntary room change two (2) or more times within two (2) years,
2422 employees shall be compensated for one (1) day at his/her per diem rate for the second
2423 and any subsequent move(s).
2424
- 2425 I. Opening/Reopening a New School
2426
- 2427 When a new school is to be opened, the following procedures will be followed in transferring
2428 employees to that school:
2429
- 2430 1. When a new school is to be opened, the Superintendent/designee shall place on file in
2431 the Employee Services Office and with the Association a proposed organization plan of
2432 the school and affected sites as soon as said plans are available.
2433
- 2434 2. The organizational plan shall set forth the number of positions to be available at the
2435 new site together with required qualifications for each available position.
2436
- 2437 3. The number of transfer positions shall be determined based on the number of students
2438 transferred to the new site from existing sites.
2439
- 2440 4. Employees displaced by the above referenced transfer of students shall be given right of
2441 first refusal to the same or similar positions at the new site or in the district. The
2442 provisions in Article VI, Section 2, G (3) shall govern this process.
2443
- 2444 5. The newly created positions which are in addition to those which correlate to
2445 transferred students shall be considered vacancies and posted for transfer.
2446
- 2447 6. All employees shall be provided with the opportunity to apply for transfer to the new
2448 school within thirty days of posting the proposed organizational plan. Postings and
2449 hiring will follow guidelines set forth in F (2)-F (7).
2450
- 2451 J. Vacancies During the School Year
2452
- 2453 Employees may apply for vacancies which occur during the school year. Accepting a vacant
2454 position during the year does not invalidate contract status (provisional or continuing) should
2455 the position be discontinued the following year.
2456
- 2457 K. Openings after the first day of the school year:
2458 1. The District will inform the Association of open certificated positions.
2459 2. The open position will be posted and filled in accordance with Article VI, Section 2(F) (1-

2460 6).
2461 3. The positions that open will be offered a contract in accordance with law and other
2462 provisions of this contract.
2463
2464 L. Employee Exploratory Assignment
2465
2466 Employees may express their desire to experience a change of assignment which provides for
2467 new opportunities and responsibilities.
2468
2469 1. Employees interested in seeking such assignments are encouraged to meet with the
2470 Employee Services administrator to discuss their specific interests. In such cases, the
2471 Employee Services, administrator in cooperation with a building principal, may
2472 designate an assignment as an “exploratory assignment.”
2473
2474 2. Employees involved in this program may by March 15 of the year of their “exploratory
2475 assignment,” indicate an interest in returning to a position similar to that which they
2476 have left or to their previous assignment if for some reason that position is open. In
2477 such cases, employees shall be given preferential treatment in consideration for open
2478 positions of a similar nature to that which they left or for the specific position they
2479 vacated.
2480
2481 3. If the employee does not indicate a desire to return to the former position by March 15
2482 of the “exploratory assignment,” then the provisions of this particular section do not
2483 apply.
2484
2485

2486 **ARTICLE VII - COMPENSATION**

2487 **SECTION 1: SALARY CRITERIA**

2488

2489 A. Allocation and Implementation

2490

2491 Full experience increments shall be paid effective the first contracted day of the school year.

2492 Column adjustments shall normally be paid in the November payroll and shall be retroactive

2493 to the first contracted day of the school year.

2494

2495 B. Salary Schedule

2496

2497 All employees of the bargaining unit will be placed on the salary schedule for payment

2498 purposes.

2499

2500 C. Salary Criteria

2501

2502 1. Educational and longevity credits used for the salary schedule payment purposes will
2503 conform to OSPI rules which include the following:

2504 a) credits earned in accredited institutions;

2505 a) years of acceptable service;

2506 b) degrees;

2507 c) clock hours.

2508

2509 2. Credit will be given for experience in accredited public school districts or approved job-
2510 related experience. Job related experience is defined as that which is eligible for federal,
2511 state, or approved local funding.

2512

2513 3. Experience credit will be given for time in the armed services, provided that service
2514 interrupted the employee's teaching career.

2515

2516 4. Employees anticipating salary improvement by reason of additional professional
2517 preparation must:

2518 a) Provide official transcript (may be electronic or other copy permitted by state
2519 regulations) prior to October 15 that documents course completion.

2520 b) District shall notify employee by November 15 as to employee's placement upon salary
2521 schedule and contract amount.

2522 c) Employee has thirty (30) contracted days from notification of a salary change to notify
2523 the District in writing of any error.

2524 d) The District will respond in writing within fifteen (15) contract days of receipt of the
2525 employee's written notification of salary error.

2526 e) Tier days worked prior to the start of the school year will be paid in the November
2527 payroll and will reflect any changes in placement on the negotiated Salary Schedule.

2528 **f) All mandatory professional development will include clock hours. Per state law,
2529 professional development eligible for clock hours must be delivered in a training
2530 format and outside of a typical meeting.**

2531

- 2532 5. A quarter credit is equal to 2/3 of a semester credit. A semester credit equals one and
 2533 one-half (1-1/2) quarter credits. Ten (10) clock hours are equivalent to one (1) credit.
 2534
- 2535 6. Salary schedule credit may be granted by the Superintendent/designee as follows:
 2536 a) In-service: An application must be submitted to the Superintendent/designee as per
 2537 authorization forms for course approval in accordance with applicable state law.
 2538 b) Work Experience: On-the-job experience related to the teaching field of a vocational
 2539 teacher may be allowed for credit by the Superintendent/designee. Prior approval must
 2540 be obtained in writing from the Superintendent/designee.
 2541
- 2542 7. Employees receiving in-service per diem pay will also be eligible to receive clock hours
 2543 or college credit if available and in accordance with normal prior approval procedures
 2544 and OSPI rules.
 2545
- 2546 8. **For the 2024-2026 School Years:**
 2547
 2548 For each school year, the state inflationary index percentage provided by the legislature
 2549 [currently identified as the Implicit Price Deflator (IPD)] or 3% whichever is greater, shall
 2550 be applied to the salary schedule.
 2551
- 2552 **For the 2026-2027 School Year:**
 2553 **For each school year, the state inflationary index percentage provided by the**
 2554 **legislature [currently identified as the Implicit Price Deflator (IPD)] or 3.1%, whichever**
 2555 **is greater, shall be applied to the salary schedule.**
 2556
- 2557 9. **Employees holding a Doctorate will receive an annual stipend of \$1,500.**
 2558
- 2559 D. Placement on the Co-Curricular/Extracurricular Salary Schedule
 2560 **The district will complete a comprehensive review of all clubs and programs that fall**
 2561 **under extracurricular or co-curricular activities no later than November 1 every other**
 2562 **year starting in the 2024-2025 school year. Any identified adjustments or changes**
 2563 **will be bargained with PAE prior to implementation.**
 2564
- 2565 1. The purpose of the co-curricular/extracurricular salary schedule is to identify salaries to
 2566 be paid people filling such positions.
 2567
- 2568 2. Salary is based upon the co-curricular/extracurricular scoring rubric found in the
 2569 appendices. Positions and salaries listed on the co-curricular/extracurricular salary
 2570 schedule are applicable for the school year. Requests for change of placement of a
 2571 position on the salary schedule must be submitted to Employee Services by June 1 for
 2572 consideration of the change for the following school year. No supervisor or
 2573 administrator may approve a change of position placement. Changes in position
 2574 placements must be mutually agreed by the district and association.
 2575
- 2576 3. The co-curricular/extracurricular salary schedule is determined by the base of the salary
 2577 schedule and will increase annually by the same percentage as the base salary schedule.

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4. Employees new to the District will receive credit for their previous experience at a rate of one year for each one year of experience in a comparable activity.
 5. Employees assigned to a co-curricular/extracurricular duty will be given their years of total professional experience in that activity, or a comparable activity, regardless of level.
 6. Sick leave shall apply to co-curricular/extracurricular activities. When sick leave is exhausted, or an employee is unable to perform assigned duties for reasons other than illness pay for the activity will be prorated.
 7. Services of a co-curricular/extracurricular nature shall be on an individually contracted basis between the employee performing the service and the Board. No such contract shall exceed a duration of one (1) year. Department Heads will be elected per Article VII Section I(e).
 8. Co-curricular/extracurricular positions shall be advertised first within the District. Positions not filled within the District may be filled by individuals outside the District.
 9. Co-curricular/extracurricular contracts will be available to elementary music teachers for the purpose of providing instruction outside the regular school day for students in special music and performance groups.
- E. Department Heads (Secondary)
1. Department heads shall be selected by their respective department members each spring. The preference will be honored unless the building administrator shows cause for overriding the selection, at which point the administrator will contact the Association President to discuss the reasons.
 2. There shall be one (1) department head position at each high school **for each one hundred and fifty (150) FTE students enrolled (including but not limited to at least one (1) per department)**, and one (1) department head position at each middle school for each one hundred and fifty (150) FTE students enrolled.
 3. **Nurses, SLPs, and Psychologists shall be allocated one (1) equivalent department head position for each of these three groups.**
 4. A newly elected Department Head shall begin their duties July 1st, **and newly elected Department Heads will be invited to attend Department Head events between the election and July 1st.**
 5. **Outgoing Department Heads will not be asked to train incoming Department Heads.**
- F. Extra Duty Pay

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Definition: Extra duty pay is an hourly rate, calculated at .001 times (X) the base salary on the Pasco School District Salary Schedule.

1. Extra duty pay will be paid for employee hours involved in the following District-approved activities that occur after the regular contract workday with the prior approval of the appropriate administrator. Extra duty assignments are:
2. Curriculum Development (only applies to specific administratively appointed committees, and only when the employee has been told in advance by the appropriate administrator that he/she will receive remuneration at this rate).
3. Employees participating in workshops and other types of in-service training which require attendance beyond the regular working day shall be paid for each hour attended at extra duty.
4. Extra duty forms submitted at least three days prior to the payroll cutoff date shall be processed no later than the following pay period.
5. Summer school will be paid at the employee's per diem rate.
6. All New Teacher Training will be compensated at extra duty rate.
7. If the District uses certificated employees to provide training, other than those whose job responsibilities include training, the following will apply:
 - a) Selection will be from a list of interested individuals with applicable expertise. Prior to assignment, the employee will be provided a summary of the compensation and expectations related to the training.
 - b) Individuals will be paid at extra duty.
 - c) Compensation, at extra duty rate, for planning for a training conducted during the contracted day will be as follows:
 - (i) For a first-time training, one hour of planning for every hour of presenting.
 - (ii) For a repeat training (the teacher has presented the training previously), one hour of planning for every two hours of presenting.
 - (iii) Administrators will inform employees about this pay when soliciting volunteers.
 - d) Compensation for planning and conducting a training outside of the contracted day will be as follows:
 - (i) For a first-time training, presenters will be paid two times extra duty rate for every hour of presenting (inclusive of set-up, take-down, and planning).
 - (ii) For a repeat training (the teacher has presented the training previously), presenters will be paid one and a half times extra duty rate for every hour of presenting (inclusive of set-up, take-down, and planning).
 - (iii) Administrators will inform employees about this pay when soliciting volunteers.

G. Service Incentive Bonus

2670 All employees who plan to leave the school district at the completion of their regular contract
2671 year shall be offered a one-time \$600, **contributed to the employee's VEBA**, service incentive
2672 recognizing their length of service and contributions to the Pasco School District. This shall be
2673 paid in a single installment. The purpose of this bonus is to both recognize service and to
2674 enlist the assistance of employees in providing for an orderly transition from one school year
2675 to the next. To participate in the service incentive bonus program, employees must signify
2676 their intent to leave the school district through a formal letter of resignation submitted to the
2677 Board of Directors no later than February 15 of the school year in which they intend to resign.
2678 This incentive bonus shall not be applicable in determining retirement benefits under the
2679 Teachers Retirement System (TRS).

2680

2681 H. Master Employee Supplemental Contract

2682

2683 At the start of the school year, employees with sixteen or more years of service shall receive
2684 annually 5% of their base salary which recognizes their loyalty and dedication to public
2685 education and to compensate for additional time they spend in mentoring new employees.
2686 Employees participating in this program will enter into a supplemental contract which will be
2687 for a period not to exceed one year.

2688

2689 I. Professional Development

2690

- 2691 1. The goal of all professional development is to provide fair and equitable access to job-
2692 related opportunities to increase professional effectiveness.
- 2693 2. District-sponsored professional development shall be research based best practices.
- 2694 3. District sponsored professional development courses shall be developed with input and
2695 collaboration with certificated staff.
- 2696 4. The District will pay for employees' district-sponsored clock hours.
- 2697 5. The District will create a plan of Professional Development which corresponds to
2698 adopted curriculum, grade level, and/or needs of staff/students. The District will
2699 coordinate professional development activities to support professional development at
2700 the building level and communicate District-level professional development
2701 opportunities to staff.
- 2702 6. Each building will publish and communicate the current year's professional
2703 development plan (a living document) which is spiraled and scaffolded, addresses
2704 identified building needs, and is related to the building's school improvement plan. Each
2705 school year, this plan will be published before the end of the first trimester. **Teachers
2706 may propose differentiated professional learning options that are aligned to the
2707 district strategic priorities and/or the school improvement plan to their building's
2708 leadership team(s) to be included in the professional development plan beginning in
2709 the 2025-2026 school year.**

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2716 7. (With the exception of Safe Schools) clock hours will be provided for **all** mandatory
2717 professional development **eligible for clock hours under state law.**
2718
2719 **8. Mandatory professional development during student contact time will be limited to**
2720 **those trainings required by law or state or federal special programs.**
2721
2722 **Professional development for curriculum implementation or other purposes not**
2723 **required as listed above may still be offered but will be considered optional.**
2724
2725 **Employees are required to implement adopted curriculum and will be responsible for**
2726 **the delivery of such curriculum in all subject areas.**
2727
2728 **An employee may be required to attend professional development related to**
2729 **deficiencies specifically identified through the employee evaluation process to assist**
2730 **the employee in making satisfactory progress.**
2731
2732 J. State Required Kindergarten Assessment
2733
2734 The District will facilitate the provision of any state-required training for first-time, and one
2735 day of training for repeat state-required test administrators. The first two days of the school
2736 year will be non-school days for kindergarten students in order for the family connection
2737 meetings to be held. **Kindergarten teachers assigned to multiple grade levels, during the**
2738 **2024-2025 school year, must schedule their family connection meetings no later than the**
2739 **second day of school. Since these teachers will have students during the contracted**
2740 **workday, they may schedule such meetings before or after school, the day before school**
2741 **(optional day), during their planning, or on an early release day. Employees will be**
2742 **compensated with extra duty pay for family connection meetings held outside of their**
2743 **contracted workday with prior approval from their administrator. Loss of planning will be**
2744 **compensated at per diem.** The District will pay **fourteen (14) hours** of extra-duty pay for
2745 state-required Kindergarten testing and conferencing for work performed outside of the
2746 school day.
2747
2748 The district will not administer a separate Kindergarten assessment for student progress
2749 reporting. Teachers will have the option of using WA Kids data or data collected from other
2750 sources as determined by the teacher for student progress monitoring. One Wednesday
2751 during September will be designated as full-day release for state required parent-family
2752 connection meetings. Additional days will be compensated according to Article VII, Section
2753 (1)(J).
2754
2755

2756 **SECTION 2: INSURANCE BENEFITS**

2757

2758 A. Insurance Benefits

2759

2760 The district will pay the full portion of the employer contribution as adopted in the School
2761 Employees Health Care Coalition. Agreement for all employees who meet the eligibility
2762 requirements outlined below. For purposes of benefits provided under SEBB, school year shall
2763 mean September through August and shall also be referred to as the eligibility year.

2764

2765 The District will implement the School Employee Health Care Coalition agreement when
2766 establishing the employee rates which will be paid to the Health Care Authority (HCA) through
2767 payroll deduction in the month in which the employee receives benefits.

2768

2769 B. Premiums and Member Eligibility

2770

2771 Premiums: The district shall contribute all allocated premiums by SEBB toward employees
2772 covered benefits, to include health care authority remittance. Premiums shall be applied to
2773 the following:

2774

- Medical Plan
- Dental and Orthodontia
- Vision
- Basic Life and Accidental Death and Dismemberment Insurance (AD & D)
- Other benefits as mandated by law

2775

2776

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2779

2780 C. Eligibility

2781

2782 The District will follow SEBB rules for determining eligibility for insurance coverage. Once
2783 eligibility is established, it shall be maintained for the remainder of the eligibility year, unless
2784 employee's schedule or work pattern is revised such that they are no longer anticipated to
2785 work six hundred thirty (630) hours during the eligibility year. In this case, eligibility for the
2786 employer contribution ends as of the last day of the month in which the change is effective.

2787

2788 Working six hundred thirty (630) hours in any position within the district shall count for
2789 purposes of establishing eligibility. When an employee is hired into a position that would
2790 qualify for benefits if filled for the full eligibility year, and there are not enough days
2791 remaining in the year to achieve the six hundred thirty (630) hours, that employee will be
2792 provided with benefits coverage.

2793

2794 Any employee who has worked six hundred thirty (630) hours in the previous year and is
2795 returning to a similar position(s) anticipated to achieve the eligibility threshold will be deemed
2796 eligible for benefits.

2797

2798 References: WAC 1830-070, 182-30, 183-30-040, 182-31-040, and 182-31-50.

2799

2800

2801 D. Benefit Termination
2802
2803 When an employee eligible for benefits resigns or is terminated after completion of the
2804 employee's full contract obligation, the employee shall continue to receive benefits through
2805 August 31.

2806
2807 Any employee eligible for benefits who resigns or is terminated by the district without
2808 completing their full contract obligation shall continue to receive benefits through their final
2809 month of employment.

2810
2811 When an employee eligible for benefits retires after completion of the employee's full
2812 contract obligation, the employee must communicate with the district their effective
2813 retirement date, which may impact benefit eligibility and coverage.

2814
2815 E. Payroll deductions plans

2816
2817 Salary Insurance

2818
2819 All plans shall be determined mutually by the District and Association.

2820
2821 **SECTION 3: TAX-SHELTERED ANNUITIES**

2822
2823 The District shall make automatic payroll deduction authorization available to employees for
2824 District-approved, tax-sheltered annuity plans. All existing tax-sheltered annuity programs in
2825 the District will continue for those employees currently participating. Any new tax-sheltered
2826 programs for employees shall be mutually approved by the District and the Association. Such
2827 newly approved tax-sheltered programs must have at least an initial enrollment of five (5)
2828 employees.

2829
2830 **SECTION 4: EDWIN MARKHAM TRAVEL**

2831
2832 A. Mileage Reimbursement

2833
2834 When the School District mandates that an employee attend a meeting that requires a
2835 member to drive his/her own car in order to attend the meeting, then that employee will be
2836 reimbursed by District policy mileage rates. Prior approval must be granted by a District Office
2837 administrator.

2838
2839 B. Flex-time Arrangement

2840
2841 Under flex-time arrangement, Markham employees may be released early for doctor's
2842 appointments, Association meetings, and other personal matters.

2843
2844

2845 **ARTICLE VIII – LEAVES**

2846 **SECTION 1: LEAVES**

2847

2848 A. Leaves for Illness, Injury, or Emergency

2849

2850 General: At the beginning of each school year, each full-time employee shall automatically be
2851 credited with an advance leave allocation of twelve (12) days or 84 hours to be used for
2852 personal illness or injury or for emergencies as herein defined, effective the first contractual
2853 day. Any unused leave days shall be cumulative from year to year up to a maximum of 180
2854 days or 1260 hours. Time shall be deducted in **fifteen (15)-minute** increments.

2855

2856 1. Sick Leave Provisions

2857

- 2858 a) A certificated employee who has exhausted sick leave as a result of a major extended
2859 injury or illness and is applying for long term disability shall be granted leave for up to
2860 fifteen (15) additional days at a rate of forty-five dollars (\$45.00) per day.
- 2861 b) If absence continues beyond the provisions specified above, a prorated deduction of
2862 the contracted salary shall be made.
- 2863 c) If an employee is absent due to illness or injury, a physician’s certificate attesting to the
2864 illness or injury and to the employee’s fitness to perform duties may be required at the
2865 discretion and expense of the District. If the absence continues for five (5) consecutive
2866 working days, the physician’s certificate shall be required at the expense of the
2867 employee, **unless already documented**.
- 2868 d) In the case of extended sick leave, an employee will be returned to the former position
2869 providing the illness does not continue more than one year.
- 2870 e) An employee may use accrued sick leave to care for a child of the employee under the
2871 age of eighteen or family member as listed in RCW 49.12.265 who has a health
2872 condition that requires treatment or supervision. Such leave shall be deducted from
2873 the employee’s accrued sick leave.
- 2874 f) When an employee knows prior to the workday that he/she will be absent due to a
2875 scheduled appointment, illness, or emergency, he/she shall enter the absence in the
2876 district’s substitute notification system as soon as possible when the system is
2877 available. **That system will remain available until the sub-clerk, or designee, is
2878 scheduled to be on-site. That scheduled time will be published.** Absences reported
2879 when the system is not available must be called in to the worksite, to an individual
2880 designated by the supervisor; **an email is an acceptable means of communicating an
2881 absence if the system, or sub-clerk or designee, is unavailable.** An employee who
2882 needs to use sick leave or emergency leave during the workday shall speak to the
2883 supervisor or designee prior to leaving.

2884

2885 2. Sick Leave Calculation

2886

2887 Sick leave will be calculated in **fifteen (15)-minute increments**. Such deductions shall be at
2888 the same rate as hours of leave.

2889

2890 3. Convalescence

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Under certain circumstances an employee may be allowed to temporarily teach a portion of a full load in a convalescent period. This may be done only with the approval of the attending physician and the Superintendent. Each case will have to be individually considered as to feasibility in the educational program.

4. Cash Out

- a) An employee may exercise an option to receive remuneration for unused leave under this Section accumulated in the previous year at a rate equal to one (1) day's compensation of the employee for each four (4) full days accrued leave for illness or injury **more than** sixty (60) days. Leave for illness, injury and maternity for which compensation has been received shall be deducted from the employee's accumulated sick leave at the rate of four (4) days for **each** one (1) day's compensation paid. At the time of an employee's separation from the District due to retirement or death, an eligible employee or employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation for the employee for each four (4) days accrued leave under this Section.
- b) VEBA: The Association may elect to convert unused leave under this Section to a VEBA which is an optional Sick Leave Conversion Program. If allowed by regulations, there will be a one-time vote and election by the membership to participate or not participate.

5. PAE Unit Sick Leave Sharing

The parties agree to sick leave sharing between PAE members within the PAE unit and sharing between employees outside the bargaining unit as permitted by state law. The parties agree to permit leave sharing between employees in different bargaining units. The Association and District agree that Association members may donate leave to employees in other bargaining units and may receive donated leave from employees in other bargaining units when allowed by any other applicable collective bargaining agreement.

- c) Individualized Eligibility Determination is based on meeting the following criteria in (1)-(5):
 - (1) An employee may apply for leave sharing using the Association form provided solely through the Association office. Applicants must meet one of the criteria in (i)-(viii):
 - (i) The employee must have, or have a relative or household member who has, an extraordinary or severe illness, injury, impairment or physical or mental condition; or
 - (ii) The employee has been called to service in the uniformed service; or
 - (iii) The employee is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability; or

- 2937 (iv) The employee is a spouse of a current member of the uniformed services, or a
2938 veteran as defined under RCW 41.04.005, who is attending medical
2939 appointments or treatments for a service-connected injury or disability and
2940 requires assistance while attending appointment or treatment; or
2941 (v) A state of emergency has been declared anywhere within the United States by
2942 the federal or any state government and the employee has needed skills to
2943 assist in responding to the emergency or its aftermath and volunteers his or
2944 her service to either a governmental agency or to a nonprofit organization
2945 engaged in humanitarian relief in the devastated area, and the governmental
2946 agency or nonprofit organization accepts the employee's offer of volunteer
2947 services; or
2948 (vi) The employee is a victim of domestic violence, sexual assault, or stalking; or
2949 (vii) The employee needs the time for parental leave or for the purpose of parental
2950 leave to bond with the employee's new, adoptive, or foster child (RCW
2951 41.04.650); or
2952 (viii) The employee is sick or temporarily disabled because of pregnancy disability.
2953
2954 (2) The illness, injury, impairment, condition, call to service, emergency volunteer
2955 service, or consequence of domestic violence, sexual assault, or stalking as
2956 defined above must either have caused or be likely to cause the employee to
2957 take leave without pay or terminate employment. Written confirmation by a
2958 medical doctor will be required.
2959
2960 (3) The employee's absence and the use of shared leave are justified as outlined
2961 in number one (1) above.
2962
2963 (4) The employee has depleted or will shortly deplete their:
2964
2965 a. sick leave reserves if they qualify under (i) (The employee must have, or have a
2966 relative or household member who has, an extraordinary or severe illness, injury,
2967 impairment or physical or mental condition); or
2968 b. paid military leave allowed under RCW 38.40.060 if they qualify under (ii) (The
2969 employee has been called to service in the uniformed service); or
2970 c. sick leave reserves if the employee qualifies under (vii) (The employee needs the
2971 time for parental leave or for the purpose of parental leave to bond with the
2972 employee's new, adoptive, or foster child) or (viii) (The employee is sick or
2973 temporarily disabled because of pregnancy disability).
2974
2975 (5) The employee has abided by district rules regarding:
2976 a. sick leave use if they qualify under (i) (The employee must have, or have a
2977 relative or household member who has, an extraordinary or severe illness, injury,
2978 impairment or physical or mental condition), (vi) (The employee is a victim of
2979 domestic violence, sexual assault, or stalking), (vii) (The employee needs the time
2980 for parental leave or for the purpose of parental leave to bond with the employee's
2981 new, adoptive, or foster child), or (viii) (The employee is sick or temporarily disabled
2982 because of pregnancy disability); or

- 2983 b. military leave if they qualify under (ii) (The employee has been called to service
 2984 in the uniformed service); and
 2985
 2986 (6) The employee has diligently pursued and has been found to be ineligible for
 2987 benefits under Chapter RCW 51.32.

2988
 2989 Determination of Degree of Benefit and Conditions:
 2990

2991 (1) The Superintendent or designee and a representative assigned by the
 2992 Association, shall determine the amount of leave which the affected
 2993 employee shall be allowed. This determination shall be based upon the
 2994 written confirmation of a medical doctor, referred to at (1) or (2) above, and
 2995 upon other documentation (if any) provided by health care providers.
 2996

2997 (2) The employee shall not receive more than five hundred twenty-two (522)
 2998 days of leave.
 2999

3000 (3) Any employee who has accrued more than sixty (60) days of sick leave may
 3001 request that the District transfer a specified amount of such accumulated sick
 3002 leave provided that in no event will a transfer be allowed to reduce the
 3003 donor’s leave bank account below **one hundred seventy-six (176) hours**. The
 3004 Superintendent, or designee, shall develop forms and processes necessary to
 3005 implement this clause.
 3006

3007 (4) Contributions of sick leave shall be on a voluntary basis and the names of
 3008 donors shall be kept confidential. The association shall be permitted to make
 3009 its membership aware of the need for donations but shall be precluded from
 3010 individual solicitations. The names of individuals who do or do not make
 3011 donations shall not be published.
 3012

3013 (5) Leave transfers may be allowed only as to Association members currently
 3014 employed by the District.
 3015

3016 (6) Recipients of donated leave shall continue to be District employees and shall
 3017 continue to receive normal employee benefits.
 3018

3019 (7) In the event the employee receiving donated leave does not use all leave
 3020 donated, the unused donated leave in such employee’s leave account shall be
 3021 returned to donors, pro rata, within forty-five (45) days after the donee’s use
 3022 of accumulated leave ceases. **Unused shared leave may not be returned until**
 3023 **one of the following occurs:**

3024 (a) **The district receives from the affected employee a statement from the**
 3025 **employee’s doctor verifying that the illness or injury is resolved; or**

3026 (b) **The employee is released to full-time employment; has not received**
 3027 **additional medical treatment for his or her current condition or any**
 3028 **other qualifying condition for at least six (6) months; and the**

3029 employee's doctor has declined, in writing, the employee's request for
3030 a statement indicating the employee's condition has been resolved.

3031
3032 (8) If a shared leave account is closed and an employee later has a need to use
3033 shared leave due to the same condition listed in the closed account, the
3034 district must approve a new shared leave request for the employee.

3035
3036 (9) The value of unused leave which was transferred by more than one
3037 employee shall be returned on a pro rata basis.

3038
3039 6. Provisions for Emergency Leave (deducted from sick leave)

- 3040
3041 a) A maximum of five (5) days emergency leave shall be available for each incident, except
3042 as allowed under the Washington Family Care Act or other applicable laws.
3043 b) The District shall grant emergency leave for the following reasons:
3044 (i) illness or hospitalization of a member of the employee's family (illnesses for
3045 children under 18 years of age are not subject to the five [5] day limit. See Article
3046 VIII, Section 1(A)(1)(e);
3047 (ii) serious damage to personal property;
3048 (iii) bereavements not covered by the bereavement leave;
3049 (iv) legal proceedings in which the court mandates attendance by the employee for
3050 non-district business.

3051
3052 The District may grant leave in other emergencies which make it impossible for the employee to
3053 work. General conditions under which emergency leave may be granted in "other emergencies"
3054 are as follows:

- 3055
3056 (v) The problem must have been suddenly precipitated; must be of such nature that
3057 planning is not possible, or that planning could not relieve the necessity for the
3058 employee's absence.
3059 (vi) The problem cannot be one of minor importance or mere inconvenience but must
3060 be serious.

3061
3062 Emergency leave shall be processed by means of the absence affidavit.

3063
3064 **For the 2024-2025 School Year:**

3065 7. The District will contribute **\$775 per FTE** annually to employee VEBA accounts,
3066 distributed on an equal basis per FTE. The contribution will occur once per year in a
3067 lump sum, corresponding with the benefit enrollment period.

3068
3069 **Beginning in the 2025-2026 School Year:**

3070 **The District will contribute \$800 per FTE annually to employee VEBA accounts,**
3071 **distributed on an equal basis per FTE. The contribution will occur once per year in a**
3072 **lump sum, corresponding with the benefit enrollment period.**

3073
3074 **If the Association elects to participate, each employee will contribute one percent**

3075 (1%) of their annual base salary, divided equally over twelve (12) months to their
3076 individual VEBA accounts by payroll deduction.

3077
3078 The district will provide an informational flier on the VEBA program to newly enrolled
3079 employees. These informational fliers will be posted on the district website. The
3080 district will enroll new employees in the VEBA program when they are scheduled to
3081 receive their first contract paycheck.

3082
3083 To receive a VEBA contribution, employees will be required to enroll in the VEBA
3084 program and take steps necessary to create a VEBA account.

3085
3086 8. Paid Family and Medical Leave (PFML) Benefits

3087
3088 RCW 50A and WAC 192-540

3089
3090 All rules and eligibility are governed by the state of Washington. Benefit payments are
3091 distributed directly by the state of Washington.

3092
3093 Employees will be eligible to apply for benefits as allowed by Paid Family Medical Leave (PFML).
3094 The district will notify employees regarding the benefits available under Washington State
3095 Family Medical Leave (PFML). The district shall provide eligible employees with known
3096 qualifying events a written statement of their rights.

3097
3098 Under current state rules, to qualify for Paid Family and Medical Leave (PFML), employees
3099 must work 820 hours or more in the qualifying period. PFML may not be taken without a
3100 qualifying event.

3101
3102 Paid Family and Medical Leave (PFML) allows up to twelve (12) weeks of partially paid leave per
3103 year to care for self of family and may be extended under certain circumstances up to sixteen
3104 (16) or eighteen (18) weeks of leave.

3105
3106 Qualifying events may include, but are not limited to, the following:

- 3107
3108 a) To care for and bond after a baby's birth or the adoption or foster placement of a child,
3109 to be used within the twelve (12) months following the birth, adoption, or placement.
3110 b) To care for a family member (child/children, grandchild/grandchildren, grandparent(s),
3111 parent(s), spouse's parent(s), sibling(s), spouse, or state-registered domestic partner)
3112 experiencing a serious health condition or injury.
3113 c) Certain military-connected events.
3114 d) To care for self in relation to a serious health condition, including pregnancy disability.

3115
3116 The Paid Family and Medical Leave (PFML) family leave entitlements expire twelve (12) months
3117 following the birth or placement of a child or the first application for PFML benefits.

3118 Employees are responsible for filing claims with the Employment Security Department (ESD) at
3119 <http://paidleave.wa.gov/workers>.

3120

3121 Employees may use accumulated leave as a supplemental benefit to make up the difference
3122 between PFML benefits and the employee's regular compensation.

3123
3124 Employees must provide 30 days' notice to the district when possible.
3125

3126 B. Maternity/Paternity or Adoption Leave

3127
3128 Upon the employees return he/she would be reinstated in a same or comparable position to
3129 that held when the leave was granted.

3130
3131 Staff members shall be entitled to accrued sick leave and shared leave for maternity/paternity
3132 leave purposes and pregnancy disability, birth, and to bond and care for a newborn, an
3133 adopted child or newly placed foster child (RCW 41.04.650). During maternity leave, an
3134 employee shall be entitled to accrued sick leave pay, and shared leave, in cases where the
3135 employee's sick leave has been exhausted, only for those days of actual disability caused by a
3136 pregnancy-related medical condition or miscarriage. The employee shall decide if sick
3137 leave/shared leave is utilized. All shared leave that is not used during the duration of the leave
3138 in which it was applied for shall be prorated back according to RCW 41.04.665. The employee
3139 may use Family Medical Leave Act or Paid Family Medical Leave consecutively or concurrently.

3140
3141 (1) An employee requesting maternity/paternity or adoption leave shall give
3142 written notice to the District at least thirty (30) days prior to commencement
3143 of said leave.

3144
3145 (2) The employee shall also notify the Superintendent's office or designee of the
3146 approximate time that the employee expects to return to work within thirty
3147 (30) days after the childbirth and shall inform the District of the specific day
3148 when the employee will return.

3149
3150 (3) At the employee's discretion, the employee is entitled to use accrued
3151 personal leave, accrued sick leave and shared leave. The employee may apply
3152 for Paid Family Medical Leave, and/or Family Medical Leave (FMLA) as
3153 provided for hereinabove. Any extension of maternity leave, beyond the
3154 period needed for childbearing and recovery, shall be granted under Leave of
3155 Absence. For more specific information, see the Board of Directors' Policy.

3156
3157 C. Leaves of Absence

3158
3159 1. A leave of absence up to one year without pay subject to renewal by written request to
3160 the Board may be granted to employees by the Board upon the recommendation of the
3161 Superintendent/designee. Requests to cancel a leave request must be made in writing
3162 prior to the time the leave is to begin.

3163
3164 2. Certificated employees of the District shall have completed two years of satisfactory
3165 teaching in the District to be eligible. This condition may be waived for emergency or
3166 conditionally certified employees who need to complete student teaching. For the

3167 duration of student teaching, employees who are on an unpaid leave will receive \$1000
3168 stipend per month and the district shall pay the state allocated insurance coverage and
3169 pay for attendance at professional development.
3170

- 3171 3. Leaves of absence may be granted for:
- 3172 a) service in the Peace Corps, VISTA, Military Reserves, National Teacher Corps, as an
 - 3173 exchange teacher, or an overseas teacher, or a Fulbright Scholar;
 - 3174 b) study in an accredited college or university;
 - 3175 c) service in the military when required by law;
 - 3176 d) recovery from illness or poor health;
 - 3177 e) child rearing;
 - 3178 f) special cases as approved by the Board.
- 3179
- 3180 4. Such leaves as defined above shall state the provision for re-employment. A certificated
- 3181 employee who has been granted a leave of absence shall be entitled to a position as
- 3182 determined by the District in the year following the leave year provided that the
- 3183 employee shall give written notification to the Superintendent/designee of his/her
- 3184 intent to return to employment within the District no later than February 15 of the leave
- 3185 year.
- 3186
- 3187 5. If staff reduction is necessary, employees on leaves of absence will be treated in the
- 3188 same manner as if they were presently employed.
- 3189
- 3190 6. No experience increment shall be granted for time spent on leave of absence except
- 3191 where required by law.
- 3192
- 3193 7. All requests for leave or renewal of leave and all grants of leave shall be made in writing
- 3194 and emails from the employee's district network account will be accepted.

3195

3196 D. Bereavement Leave

3197

3198 Bereavement leave not to exceed five (5) days will be allowed with pay to all employees for

3199 each death in the **immediate** family. **"Immediate" family means the spouse/legal partner,**

3200 **registered domestic partner, life partner, cohabitating partner, mother, mother-in-law,**

3201 **father, father-in-law, stepmother or stepfather, son, daughter, stepson or stepdaughter, son-**

3202 **in-law, daughter-in-law, grandparent, grandchild, siblings of the employee, sister-in-law or**

3203 **brother-in-law of the employee or their partner, or any relative living in the immediate**

3204 **household of the employee.** A total of two (2) additional days per year will be allowed with

3205 pay to all employees for non-family members, **including former students.** Members will not be

3206 asked to provide justification (or evidence) for bereavement leave, other than their relationship

3207 to the deceased. **Employees may use emergency, incentive, or personal leave for**

3208 **bereavements not covered by this section.**

3209

3210 E. Personal Leave

3211

- 3212 1. Personal leave of three (3) days per year shall be available to all employees in situations

3213 which require absence during school hours for purposes of transaction of, or attending
3214 to, personal or legal business or family matters. Personal leave shall not be applied for
3215 until the day before the first student day each year. To minimize the number of
3216 certificated employees requesting personal leave for a particular day, the following
3217 provisions will apply:

- 3218 a) No more than ten percent (10%) of staff (rounded up to the nearest whole number)
3219 per building will be granted leave for any given day.
- 3220 b) No more than five percent (5%) of staff per building (rounded up to the nearest whole
3221 number, with a minimum of one [1]), will be granted leave on Monday or Friday or
3222 immediately preceding or following a holiday/vacation or after May 1. Such leave
3223 shall be approved on a first come, first served basis.
- 3224 c) Employees terminating employment during the first **trimester** or employees hired
3225 during the second **trimester** are entitled to only one and one-half (1-1/2) days of
3226 personal leave.
- 3227 d) Staff who do not require substitutes shall not count against percentages.

3228

- 3229 2. The employee must give notice for such leave to the principal or supervisor two (2) days
3230 in advance of taking said leave. When advance notification cannot be given, the
3231 principal or supervisor shall be notified as soon as possible.

3232

- 3233 3. Personal Leave Buy Back

3234

3235 In the event that an employee has not utilized his/her personal leave allotment, any remaining
3236 unused days, excluding banked days, may be cashed out at the per diem rate. The cash-out of
3237 unused days will be paid automatically in August.

3238

- 3239 4. Personal Leave Bank

3240

3241 Employees may elect to bank up to three (3) personal leave days granted in the given school
3242 year to carry over into the next school year. Accumulation of personal leave is limited to **six (6)**
3243 **days total seven (7)** for those who qualify for incentive leave). Requests will be accepted
3244 between the first and last workdays in March. Employees who wish to bank personal leave
3245 must fill out the district request form each year. Forms submitted via email from the
3246 employee's district network account will be accepted. Banked days may not be cashed out or
3247 converted. Provisional employees shall not be allowed to bank personal leave.

3248

3249 If an employee has exhausted all paid sick leave provisions, personal leave banked days will be
3250 deducted for each additional absence.

3251

3252 If a person has banked personal leave days, no more than three (3) personal leave days may be
3253 taken consecutively during the applicable state assessment period. The provisions of E.1 and
3254 E.2 will apply.

3255

- 3256 5. Personal Leave Conversion

3257

3258 To assist in offsetting the out-of-pocket cost of insurance, the District and Association have

3259 agreed to continue the personal leave conversion pilot program. Requests will be granted on a
3260 first-come, first-served basis, up to a limit of one hundred (100) employees. Employees may
3261 elect to convert their annual allotment of personal leave days to be paid out over a ten (10)
3262 month period, beginning in November. Employees who wish to convert personal leave must fill
3263 out the District application and attend a mandatory meeting with the District and the
3264 Association. The deadline for applications is September 30.

3265

3266 F. Incentive Leave

3267

3268 Employees who have served in the Pasco School District for fifteen (15) or more years, shall
3269 receive an additional day of **personal** leave. This day will be allocated at the start of the school
3270 year following completion of fifteen (15) years of service. **An additional day will be granted at**
3271 **the start of the school year following the completion of twenty-five (25) years of service. A**
3272 **third day will be granted at the start of the school year following the completion of thirty (30)**
3273 **years of service.**

3274

3275 G. Professional Leave

3276

3277 1. Leaves of absence without deduction of pay and with reimbursement of certain
3278 expenses may be granted to attend state, regional or national professional meetings
3279 upon written approval of the Superintendent or designee.

3280

3281 1. In situations where substitutes are required, the District shall provide substitute
3282 employees to perform the duties of certificated employees to attend District
3283 professional meetings. These could include the following: professional meetings,
3284 curriculum development meetings, subject/grade level meetings, observations, or other
3285 activities.

3286

3287 H. Association Leave

3288

3289 1. The Association shall be entitled to two hundred forty (240) workdays per contract year
3290 for attendance to Association business stemming from or related to the affairs of the
3291 local Association and conferences and negotiations with the District. These days may be
3292 taken in **hourly** increments. The association will make every effort not to use association
3293 leave days on Mondays or Fridays. **If the Association has not utilized their association**
3294 **leave allotment, any remaining unused days may be rolled over into the next year.**

3295

3296 2. The Association President shall also be entitled to a 1.0 FTE release time per contract
3297 year to attend to Association business. **The President has first right of refusal to return**
3298 **to building in which they were teaching when they were elected.**

3299

3300 3. Association leave shall be available to elected officials of the Association and each one's
3301 alternate.

3302

3303 4. The Association President shall make application in writing to the administrator for each
3304 Association leave no less than two (2) days prior to the date of intended leave. No more

3305 than three (3) Association officials shall be granted Association leave at the same time,
3306 except as mutually agreed upon by the Superintendent/ designee, and the Association
3307 President. If three (3) days' notice is given to the Superintendent/designee, more than
3308 those Association officials shall be released.

- 3309
- 3310 5. The Association shall pay to the District the amount equal to substitute's pay and
3311 benefits **in hourly increments for** Association leave granted.
- 3312
- 3313 6. The Association agrees to indemnify and hold the District harmless against any liability
3314 that may arise out of the District's compliance with this provision.
- 3315

3316 I. Jury Duty

3317

3318 Employees issued a summons for jury duty shall be given leave with pay without the loss of
3319 benefits for such time as the employee is required to be in attendance.

3320

3321 J. Public and Political Service

3322

- 3323 1. Employees appointed or elected to state or national public office shall be granted leave
3324 without pay for the duration of the term of the appointed or elected position or office.
- 3325
- 3326 2. Upon return from leave, the employee shall be granted the same or comparable
3327 position as held when the leave was granted.
- 3328
- 3329 3. Employees appointed or elected to state or national public office or service shall be
3330 granted up to five paid leave days per year with the cost of substitutes deducted. An
3331 employee may petition for up to five (5) additional days. Transportation, meal, or
3332 lodging expenses shall be the employee's responsibility.
- 3333
- 3334 4. Evidence of attendance at meetings may be required by Employee Services.
- 3335

3336 K. Teacher Exchange Program

3337

3338 Employees wishing to be involved with a teacher exchange program with another country must
3339 follow the following procedures:

- 3340 1. Approval of application must be obtained from the building principal, Employee Services
3341 administrator, and Board of Directors. Such request must be submitted to the Employee
3342 Services administrator at least one month prior to the due date of applications.
- 3343 2. All such teacher exchange programs must be approved by the Office of the
3344 Superintendent of Public Instruction and/or Pasco School District.
- 3345 3. Employees may apply for the teacher exchange program only after three years of
3346 successful service in Pasco School District.
- 3347 4. Approval will not be granted for employee's involvement in the teacher exchange
3348 program more than one year in every three years of service.
- 3349 5. No more than one employee in a building will be approved for teacher exchange
3350 programs during any one school year.

3351 **ARTICLE IX – WORKING CONDITIONS**
3352 **SECTION 1: CERTIFICATED EMPLOYEE FACILITIES**

- 3353
- 3354 A. The District shall provide the following in each school facility at which employees are
3355 assigned:
- 3356 1. Designated, well-maintained parking with adequate lighting;
3357 2. Keys will be issued for the classroom, faculty lounge, designated work areas, and outside
3358 door of the building;
3359 3. Telephone in each room where teachers and students are regularly assigned;
3360 4. Lockable space.
- 3361
- 3362 B. In addition to items 1 through 4 above, the district shall, within available resources,
3363 provide the following:
- 3364
- 3365 1. A classroom, or workspace, appropriate to assignment (counselor’s office, consulting
3366 room, therapy space for all related service providers, etc.). **Any staff whose job requires**
3367 **confidential meetings with staff, students, and/or parents or guardians will have**
3368 **access to non-shared space to hold such meetings, inclusive of confidential student-**
3369 **related phone calls.**
- 3370 2. The classroom/workspace shall include: a separate desk, a computer for the employee’s
3371 professional use, appropriate desk chair, and adequate lockable storage space for
3372 professional and/or instructional materials.
- 3373 3. Equipment and materials required for the implementation of IEPs shall be provided
3374 prior to the placement of the student into least restrictive environment.
- 3375 4. The District shall maintain all facilities, equipment, materials, and information in a safe,
3376 clean, functional, **and healthy manner. The district will control the temperature in the**
3377 **employee workspaces with the confines of WAC 246-366A-095.**
- 3378 5. The District will limit the number of room changes a teacher makes each day and ensure
3379 equitable room assignment changes within a department or building.
- 3380 6. Itinerant staff will also have access to a workspace in all assigned buildings that includes
3381 access to a computer, printer, basic supplies, and storage. Itinerant staff will have a
3382 key/key card to all buildings in which they perform duties. **Employees who are assigned**
3383 **to two or more campuses each day will receive the following:**
- 3384 a. **Mileage reimbursement for travel between campuses;**
3385 b. **Sufficient travel time between campuses;**
3386 c. **Sufficient time to set-up space, make contact with other teachers, check in at the**
3387 **main office.**

3388

3389 **Such employees should notify the administrator at each building to which they are**
3390 **assigned that they should be included in all emergency emails specific to that location.**
3391

3392 **SECTION 2: EMPLOYEE WORKLOAD**

- 3393
- 3394 1. Curricular Preps

3395

3396 The District will limit secondary curriculum preps to a maximum of three (3) unless a teacher

3397 requests, in writing, more than three (3), and limit the number of schedule changes for
3398 specialists. **The district will not post positions that require more than three (3) curricular**
3399 **preps.**

3400
3401 **The district and PAE will perform a comprehensive review and evaluation of the impacts of**
3402 **returning comprehensive high schools to the semester system.**

3403
3404 **This review will take place during the 2024-2025 school year in a committee cochaired by a**
3405 **district designee and the PAE Vice President. Equal numbers of individuals can be appointed**
3406 **by each party, with individual members approved by both parties. The findings of the**
3407 **committee will be presented to the bargaining teams by February 1 of 2025. Any changes,**
3408 **including a timeline, and the impacts of said changes will be negotiated in a Memorandum of**
3409 **Understanding prior to implementation.**

3410
3411 2. Class Size

3412
3413 **The district, and/or building, will provide teachers with notification before the placement of**
3414 **new students. The building principal will work with the teacher to ensure that essential**
3415 **materials (student desks, chairs, supplies, etc.) are in place for the new student before the**
3416 **student enters the classroom for the first time.**

3417
3418 The District's class size shall be regulated according to the following schedule:

3419
3420 A. Elementary:

Grade Level Maximum	2024-2025	2025-2026	2026-2027
TK	16	16	15
K-1	21	21	21
2-3	24	24	24
4-5	26	26	25
2-5 Combination room:	Same as lowest grade level		
K-1 Combination room:	22	21	

3428 **Beginning in 2025-2026, general education K-1 combination classes will be eliminated,**
3429 **exclusive of Special Programs, including TWDL Russian and PDLA.**

3430 ESL, SET, Bilingual: Lower class size may result, if funded by categorical programs
3431 Music, Art, PE: Same as grade level
3432 PIXeL Same as lowest grade level

3433
3434 Five (5) minutes shall be built into the **Elementary Specialists, including Art, Music, Library,**
3435 **Technology,** and P.E. schedules to allow for "passing time" each day. Early release days will
3436 have a maximum of ten (10) scheduled "**passing time**" minutes. The specialists will provide
3437 input into the scheduling of these minutes. One recess shall not be counted as fifteen minutes of
3438 passing time.
3439
3440 Recognizing the role of elementary counselors to support the education and well-being of
3441 students, the District will work to support the ASCA model components in the District's
3442 counseling program. The ASCA components are system support, guidance curriculum,

3443 responsive services, and individual student planning.

3444

3445 Choir, Band, Orchestra: At the elementary level, enrollment exceeding 35 will have an assigned
3446 paraeducator. Due to the unique circumstances of these programs, schedule, class size, and
3447 support will be reviewed annually by the Association and the District.

3448

3449 **Behavior Intervention Specialists**

3450 **Behavior Intervention Specialists (BIS) shall be scheduled a consistent planning period like**
3451 **other teachers. The BIS shall only be scheduled for class coverage during his/her planning**
3452 **time; the BIS will have a set lunch time daily that will not be infringed upon. This group will**
3453 **provide individualized intervention strategies aligned with MTSS. Behavior Intervention**
3454 **Specialists are about intervention, and therefore will not perform administrative duties**
3455 **involving discipline nor will the BIS be responsible for students who, in accordance with a**
3456 **classroom teacher’s contractual rights, have been excluded. The BIS is not responsible for**
3457 **monitoring in-school suspension nor are they excluded from language about non-instructional**
3458 **duties. The BIS will be allocated the appropriate classroom budget for the building level to**
3459 **which they are assigned.**

3460

3461 **IPAL**

3462 **Monthly Progress Reports (MPR) will not exceed 80. Overload for Monthly Progress Reports**
3463 **shall be paid at one (1) hour of extra-duty pay per additional five (5) MPRs.**

3464

3465 **Kindergarten**

3466 **Classroom staff will not be assigned to attend to students’ hygiene needs unless specifically**
3467 **designated (e.g., as per health care plan, IEP, 504 plan, etc.).**

3468

3469 **Transition to Kindergarten (TK)**

3470 **TK teachers will be covered by the terms and conditions of this Agreement as they apply to**
3471 **elementary teachers unless indicated below:**

3472

3473 **District administrators will be responsible for coordinating administration of the state**
3474 **required screener to identify students for Transition to Kindergarten.**

3475

3476 **Kindergarten language regarding the WA Kids assessment applies to Transition to**
3477 **Kindergarten, including fourteen (14) hours of extra-duty pay and family connection meeting**
3478 **time. See Article VII: Section 1: J. TK teachers will be required to submit assessment data ten**
3479 **(10) weeks after the start of the school year and again at the end of the school year.**

3480

3481 **Transition to Kindergarten curriculum will be part of the curricular adoption cycle and will**
3482 **follow the contractual curriculum adoption process. This will be a separate and**
3483 **developmentally appropriate preschool/TK curriculum, not the same that is used in**
3484 **kindergarten and up.**

3485

3486 **Transition to Kindergarten class size will be sixteen (16) in 2024, sixteen (16) in 2025, and**
3487 **fifteen (15) in 2026.**

3488

3489 Transition to Kindergarten students will have the same recess minutes as traditional
3490 Kindergarten. In addition, Transition to Kindergarten teachers will be provided with the
3491 appropriate and necessary materials, toys, activities, tools, and play stations to provide a
3492 seventy-minute block of uninterrupted, student directed purposeful play time, daily.
3493

3494 B. Secondary:

3495

3496 So that students can benefit from teachers' expertise in specific subject matter, **middle school**
3497 teachers may teach focused curriculum. "Focused" means a teacher will teach designated
3498 subjects in **their** area of expertise.
3499

3500 **2024-2025**

3501 Grade Level Maximum

3502 6-8 150 students per day with a class maximum of 30

3503 9-12 120 students per day with a class maximum of 30.

3504

3505 **2025-2027**

3506 Grade Level Maximum

3507 **6-8 145 students per day with a class maximum of 30**

3508 **9-12 120 students per day with a class maximum of 30.**

3509

3510 Middle School Combination Room: 26

3511 ESL, SET, Bilingual: Lower class sizes may result, if funded by categorical programs.
3512

3513 Middle School PE, **and Related Arts**: 32 students per class.

3514 High School PE teachers: 34 students per class.
3515

3516 C. Choir, Band, Orchestra: No limit at the secondary level. Due to the unique circumstances
3517 of these programs, schedule, class size, and support will be reviewed annually by the
3518 Association and the District.
3519

3520 D. Advisory: shall not exceed the lowest number of the grade level class size limits.
3521

3522 E. In secondary buildings, counselors shall not provide preparation periods for classroom
3523 teachers but shall be available for groups and classroom presentations. Building
3524 administration, with input from the building counselors, will determine an equitable
3525 workload for each counselor.
3526

3527 F. **Intervention: shall not exceed the lowest number of the grade level class size limits**
3528 **and is not subject to overload compensation**
3529

3530 G. IPAL Elementary:

3531

3532 Grade Level Maximum

3533 K-5 30

3534 (pro-rated based on enrollment FTE

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IPAL Secondary:

Grade Level Maximum

6-12 150 students per day.

Individual class sizes and course loads can vary, as long as the teacher is not over the 150 students.

Facilitators will notify families when an IPAL teacher is absent.

H. The parties wish to address the impact of special services students and students with chronic high needs (CHN).

Definition: A student is defined as “chronic high needs” if they have a demonstrated pattern of behavior that frequently and significantly impacts student learning and/or safety of those who interact with the student and results in increased teacher workload, and the behavior continues despite the specific, and targeted interventions on the part of the teacher and/or team. **An Individualized Education Plan (IEP) will neither qualify nor disqualify a student from meeting the definition of Chronic High Needs.**

Towards this end, the district will equitably assign special services or chronic high needs students in general education classes. Placement considerations may include the level of service to the student, student need, teacher input, building considerations, as well as existing make-up of the class. Placements will be limited to five (5) or less (four (4)- K-1) per class.

Procedure: To determine whether more than five (5) (or four (4) K-1) chronic high needs students have been placed in a general education classroom, the following procedures will apply:

- I. The student has met the definition of Chronic High Needs as indicated in G1 above.
- II. Meet or consult with the applicable building administrator for a plan of support. Involve other support staff as needed. An association representative will be present upon member request. The administrator will notify members of this right when agreeing to the date. Hold the meeting within five (5) school days of the request or on a day mutually agreed upon by the teacher and administrator. If a meeting date is not set within five (5) days of the request but is mutually agreed upon between administrator and employee, and if the student meets the criteria for Chronic High Needs, overload pay will be retroactive to the date on which the employee notified the administration.
- III. If agreement cannot be reached regarding Chronic High Needs status, or if a meeting cannot be held in compliance with (ii) above, a meeting will be held with the teacher, administrator, and representatives from the Association and District within five (five) school days.
- IV. Chronic High Needs status is determined in the individual classroom unless agreed upon by the administrator and applicable teachers. Chronic High Needs status does not continue from year to year, unless a student demonstrates continued eligibility based on the Chronic High Needs definition. Chronic High Needs will be considered when assigning schedule and placement the next year.

3581 V. The parties agree to review this process on or before June 20, **of each year**, at the
3582 request of either party.

3583

3584 When more than five (5) (4 K-1) chronic high needs students are placed in a general education
3585 classroom and significantly impact student learning and/or safety of those who interact with
3586 the student and result in increased teacher workload, the number of students above five (5) (4
3587 K-1) will be weighted 2:1 for purposes of calculating overload and to determine support to
3588 alleviate the impact in the classroom.

3589

3590 Chronic high needs students will not be counted toward the CHN threshold if that student is
3591 accompanied by a dedicated staff member (provides academic, instructional, or behavioral
3592 support) in the general education class, or if the student disability or area of qualification does
3593 not impact learning in the general education classroom (as determined by the teacher, case
3594 manager, and administrator).

3595

3596 In any case, a teacher may request a workload meeting per Article IX, Section 2:4.

3597

3598 3. Least Restrictive Environment

3599

3600 A. Special education policies, procedures and forms are available on the district website
3601 and the annually reviewed special education handbook to all employees with
3602 information on:

3603

- 3604 a) referral process
- 3605 b) assessment and eligibility
- 3606 c) IEP team recommended placement
- 3607 d) IEP development
- 3608 e) change of placement
- 3609 f) parental rights
- 3610 g) student discipline

3611

3612 B. Employees shall be given 24 hours' notice and appropriate placement information
3613 before admission of students with disabilities to the general education classroom unless
3614 it violates or conflicts with PSD, state, and federal policies/statutes.

3615

3616 C. Regular classroom employees assigned a student **with an IEP** shall be given general
3617 education accommodation and modification information from the student's
3618 individualized education program (IEP) **prior to the student's first day in the class if the
3619 student is currently enrolled in the Pasco School District.**

3620

3621 D. **Decisions impacting student placement and instructional setting must be made by a
3622 complete IEP team of all required members.**

3623

3624 4. Procedure for Handling Workload Concerns

3625

3626 The Association and District agree to utilize the following procedures for handling concerns

3627 regarding workload (student/employee ratios, special services, and chronic high needs in
 3628 regular classroom) and other related problems or concerns.
 3629
 3630 If there is an employee, district, or association concern regarding the workload or other
 3631 concerns resulting from the student loads within five (5) days of a request, a conference will be
 3632 held between at least the employee, a building administrator, PAE Representative, and other
 3633 applicable administrator and staff (i.e., general education teacher, special education teacher, a
 3634 special services administrator, 504 Officer or counselor). The purpose of this meeting is to select
 3635 appropriate alternatives to remedy the situation, to include equitable distribution/assignment
 3636 of students, **including those designated as Chronic High Needs.**
 3637
 3638 Options include but are not limited to:
 3639 a) added paraeducator time or other support;
 3640 b) transfer students or employees within the building;
 3641 c) form additional class sections;
 3642 d) provide professional development around student specific needs;
 3643 e) convene the IEP team, if applicable;
 3644 f) provide additional staff.
 3645
 3646 5. Overload Procedures
 3647
 3648 To ensure input from employees directly affected by classes larger than the maximum staffing
 3649 guidelines, the following procedures shall be followed:
 3650 a) The principal shall meet with affected employee(s) within two (2) working days to
 3651 verify the situation and develop a tentative solution plan in addition to the provisions
 3652 of "C" herein.
 3653 b) The principal will schedule a conference with the appropriate personnel. The affected
 3654 certificated employee(s) shall participate in such conference. If said conference is held
 3655 during planning/teaming time, the employee shall be compensated for loss of
 3656 planning. A recommendation shall be made by the principal.
 3657 c) Determination of action to be taken shall be announced to the certificated
 3658 employee(s) within five (5) school days of the time the Superintendent or designee
 3659 receives the recommendation from the principal.
 3660 d) The District may relieve an overload at any time through the transfer of students or
 3661 forming new class sections.
 3662
 3663 6. Overload Compensation
 3664
 3665 When the overload is not relieved by one of the above methods, the teacher may select
 3666 compensation in the form of overload pay, clerical or paraeducator support, release time, or a
 3667 combination of any of the above. When a paraeducator is not available or is reassigned by an
 3668 administrator, overload shall be paid to the teacher.
 3669
 3670 **Except for Band, Choir and Orchestra, whenever a section exceeds the above**
 3671 **maximum standards, an overload is deemed to exist. When overloads occur, they shall be**
 3672 **compensated at a rate equal to three dollars (\$3.00) per student hour or fifteen dollars**

3673 (\$15.00) per student day.

3674

3675 Such payment shall be effective from the first day of verified overload payable in the paycheck
3676 following the end of the month in which an overload occurs. Payment for overloads shall not be
3677 effective during the first five (5) student attendance days of the school year and the first five (5)
3678 student attendance days of new trimester (or grading period) at the secondary level.

3679

3680 Overload data will be submitted by the **fifth (5th)** of the month **for payroll** based on
3681 roster/caseload and verified using PowerSchool, or program-equivalent, by the district and PAE,
3682 and will be compensated.

3683

3684 A “student hour” is defined as the unit of overload which results from carrying an overload of
3685 one (1) student for a period of one (1) hour or the product of the two factors: overload
3686 students and hours (for which the overload was carried).

3687

3688 A “student day” is defined as the unit of overload which results from carrying an overload of
3689 one (1) student for a period of one (1) full teaching day or the product of the two factors:
3690 overload students and teaching days (for which the overload was carried).

3691

3692 All music classes) above class size limits per section that are required to administer a state
3693 assessment at grades 5, 8, and 10 will be provided with paraeducator support or other types
3694 of support to administer the assessment.

3695

3696 7. Special Education

3697

3698 a) Special Education teachers shall receive **\$382.91** with an annual increase equal to the
3699 **MSOC IPD %** to purchase additional supplies for their classrooms. Supplemental
3700 intervention materials will not be expected to be purchased from this \$350 amount.

3701

3702 **b) District program teachers (those SpEd teachers with a full day class roster) shall**
3703 **receive \$450 in additional program funds for their classrooms annually.**

3704

3705 c) To facilitate the educational assessment and programming of students with
3706 disabilities, and to provide health, medical and legal safeguards for the students and
3707 employees, the following information shall be made available to the receiving
3708 building psychologist (or special education teacher when the building psychologist is
3709 not available) prior to student placement:

3710

1. Student assessment data;

3711

2. Medical records;

3712

3. Parent approval;

3713

4. Student’s current IEP;

3714

5. Former educational programs and social information;

3715

6. Notice of any critical condition.

3716

3717 The special services teacher and the school psychologist will be consulted in the scheduling
3718 of special education students. The general education teacher should access the IEP team

3719 process to address needs and concerns regarding a special education student who is placed
3720 in general education classes.

3721
3722 d) Special Services Workload

3723
3724 **Itinerant Special Education employees/ESAs may schedule their days to meet the**
3725 **needs of their caseloads, planning, and collaboration time.**
3726

3727 1. Overload compensation is based on current evaluations/IEPs and the following criteria:

- 3728 a) Class size: The District's class size shall be regulated according to the following
3729 schedule. At least **thirty (30) hours per week per building FTE or thirty-two and one**
3730 **half (32.5) hours per week per District program FTE** of paraeducator time shall be
3731 allocated to a building per 1.0 FTE (prorated) special education teacher (except for ½
3732 day pre- school). Special education paraeducators will be scheduled by the special
3733 education staff with approval by the building administrator.
- 3734 b) Blended classes shall be limited to the smaller class size and case load as listed.
- 3735 c) Time spent serving home based students outside of the contracted day will be
3736 compensated at per diem rate.
- 3737 d) Class size limits for new programs or renamed classes shall be negotiated prior to
3738 implementation.
- 3739 e) Planning between teachers in full-day K-12 special education programs and their
3740 paraeducators shall occur weekly for up to one (1) hour per week during the teacher's
3741 regular school day at the teacher's discretion.
- 3742 **f) In the event that a Special Education staff member is on leave, members can**
3743 **volunteer to assist with the workload at their discretion, writing IEPs and holding**
3744 **IEP meetings. Members who volunteer will be paid per diem for the time they**
3745 **spend on the extra workload.**

3746
3747 **In the event that a Special Education staff member is on extended leave, members**
3748 **can volunteer to assist with the workload at their discretion, writing IEPs and**
3749 **holding IEP meetings. In the event no other member volunteers, and no qualified**
3750 **replacement is hired, the district will reassign students to meet IDEA**
3751 **requirements. Reassignment of students (writing of IEPs, IEP meetings, etc.) will**
3752 **occur only after the district attempts to hire a qualified replacement. In such cases,**
3753 **overload language will apply.**
3754

3755 2. Pre-School

3756	Developmental Preschool:	
3757	Two-day per week classes	8 students and two 6.5-hour paraeducators
3758	Three-day per week classes	8 students and two 6.5-hour paraeducators
3759	Four-day per week classes	8 students and two 6.5-hour paraeducators
3760	Pre-K SLC	8 students with four 6.5 hour classified staff
3761	Preschool Inclusion Case Manager (Head Start/ECEAP): caseload of 30.	

3762
3763 Any student deemed by the IEP team to be in need of full adult assistance to access the
3764 classroom shall be assigned a 1:1 paraeducator in addition to the numbers above. **Early**

3765 **Learning Center (ELC) teachers' schedules will allow time for evaluation report writing and**
 3766 **additional time to perform evaluations.**

3767

3768 3. Elementary Levels (K through 5th)

3769

3770	<u>Class</u>	<u>Students per Class</u>
3771	Inclusion:	
3772	Kindergarten	3 with 6.5-hour paraeducator
3773	Grade 1	3 with 3-hour paraeducator
3774	Life Skills:	
3775	Grades K-5	8
3776	Unified Classroom (K-2)	8
3777	Unified Classroom (3-5)	10
3778	Self-Contained:	
3779	Primary Grades 1-2	10
3780	Intermediate Grades 3-5	12
3781	Behavior Disorder Classrooms (Bridges)	8
3782	Structured Learning:	10
3783	Resource Teacher:	28 IEP students
3784	When the number of students with IEPs on a Resource Teacher's caseload exceeds 28,	
3785	the employee will submit for overload pay of three dollars (\$3.00) per student per day.	

3786

3787 4. Elementary and Secondary Levels

3788

3789	<u>Class</u>	<u>Students per Class</u>
3790	Adaptive Life Skills	6
3791	Extended Resource Room	12
3792	Deaf Education	12

3793

3794 5. Secondary Levels

3795

3796	<u>Class</u>	<u>Students per Class</u>
3797	Middle School:	
3798	Life Skills	10
3799	Self-Contained	12
3800	Behavior Disorder Model (Bridges)	16 (with 2 Certificated FTE/1 para model)
3801	Resource Room	15
3802	Blended (Resource/Self-Contained)	12
3803	Structured Learning:	10
3804		
3805	High School:	
3806	Life Skills	10
3807	Self-Contained (CCP)	12
3808	Resource Room	15
3809	Social Skills	12

3810

3811 6. Teacher of Visually Impaired
3812 **For the 2024-2025 School Year**
3813 **Teacher of Visually Impaired: 30 caseload***
3814
3815 **For the 2025-2026 School Year:**
3816 **Teacher of Visually Impaired: 29 caseload***
3817
3818 **For the 2026-2027 School Year:**
3819 **Teacher of Visually Impaired: 28 caseload***
3820
3821 ***Overload: Three dollars (\$3.00) per student per day shall constitute overload**
3822 **payment for caseloads over capacity.**
3823
3824 a. **TVIs may schedule their days to meet the needs of their caseloads, planning, and**
3825 **collaboration time.**
3826 b. **For any month that exceeds ten (10) completed IDEA defined evaluations (initial**
3827 **or re-evaluation) are completed, TVI staff may submit an additional Tier 4 day per**
3828 **evaluation for that month. An evaluation may start in one month and be**
3829 **completed in the next month.**
3830 c. **Additional IEP hours will be provided to TVI annually for purposes of IEP writing**
3831 **and preparation, testing, special services-related meetings, and other duties as**
3832 **required by the special education program. IEP hours may be submitted for**
3833 **payment at the per diem rate, using the Tier 4 form, according to the following**
3834 **schedule:**
3835 d. **# of Assigned IEPs # of Hours**
3836 **Up to capacity 14**
3837 **1-7 over capacity 21**
3838 **8-15 over capacity 28**
3839 **Capacity is defined by caseload.**
3840 e. **Supplemental Aids and Services (SAS):**
3841 **Students receiving Supplemental Aids and Services (SAS) will count as a 4:1 ratio**
3842 **for caseload submitted through the EDP system.**
3843
3844 7. School Orientation and Mobility Specialist:
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3846 **For the 2024-2025 School Year:**
3847 **School Orientation and Mobility Specialist: 30 caseload***
3848
3849 **For the 2025-2026 School Year:**
3850 **School Orientation and Mobility Specialist: 29 caseload***
3851
3852 **For the 2026-2027 School Year:**
3853 **School Orientation and Mobility Specialist: 28 caseload***
3854
3855 ***Overload: Three dollars (\$3.00) per student per day shall constitute overload**
3856 **payment for caseloads over capacity.**

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- a. **The District will pay all applicable ACVREP or NPCPB membership and certification dues or \$600.00, whichever is greater, per year. Funds in excess may be used for CEU courses or conferences. The attendance at CEU (continuing education units) conferences will be determined by each certified O & M Specialist.**
- b. The district will offer a stipend to all School Orientation and Mobility Specialists who hold a valid National Board Certification equivalency and certification as required by the Health Care Authority equal to the bonus offered to all eligible K-12 public school National Board-Certified Teachers by the state of Washington.
- c. School Orientation and Mobility Specialists need specific continuing education for their certification and license. The district will fund ten (10) continuing education units (CEUs) per year to satisfy the requirements for their state professional health license and to also fulfill the continuing education requirement (clock hour equivalents) for their certification renewal
- d. **O&M Specialists may schedule their days to meet the needs of their caseloads, planning, and collaboration time.**
- e. **For any month that exceeds ten (10) IDEA defined evaluations (initial or re-evaluation), O&M staff may submit an additional Tier 4 day per additional evaluation for that month. An evaluation may start in one month and be completed in the next month.**
- f. **Additional IEP hours will be provided to O&M annually for purposes of IEP writing and preparation, testing, special services-related meetings, and other duties as required by the special education program.**
- g. **IEP hours may be submitted for payment at the per diem rate, using the Tier 4 form, according to the following schedule:**
- h.

# of Assigned IEPs	# of Hours
Up to capacity	14
1-7 over capacity	21
8-15 over capacity	28

Capacity is defined by caseload.
- i. **The District will pay a mentor stipend of \$1500 to O&M Specialists assigned to oversee new-to-district O&M Specialists for one year. The district will pay O&M Specialists a prorated stipend for interns based on the length of the assignment.**
- j. **Supplemental Aids and Services (SAS):
Students receiving Supplemental Aids and Services (SAS) will count as a 4:1 ratio for caseload submitted through the EDP system.**

8. Teacher of the Deaf and Hard of Hearing 30 caseload*

*Overload: Three dollars (\$3.00) per student per day shall constitute overload payment for caseloads over capacity.

9. Speech Language Pathologists

- a) A case load of forty-five (45)

FTE	# of Students without support
.1	5
.2	9
.3	14
.4	18
.5	23
.6	27
.7	32
.8	36
.9	41
1.0	45

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The district will provide an SLP department chair position with the appropriate stipend and selection process.

Preschool SLP caseload is not to exceed forty (40).

- b) If an SLP is supervising a Speech Language Pathology Assistant (SLPA), their caseload together is 1.5 times the normal caseload. Each licensed therapist that is supervising a licensed SLPA will be compensated for three (3) hours of extra duty pay per week for the extra work involved with supervision.**
- c) The district will pay applicable ASHA membership and certification dues or \$600.00, whichever is greater. Funds in excess may be used for CEU courses or conferences. The attendance at CEU (continuing education units) conferences will be determined by each SLP. The District will pay for clock hours as specified in Article VII, Section 1(I).
- d) The district will offer a stipend to all School Speech Language Pathologists/Audiologists who hold a valid National Board Certification equivalency and certification as required by the Health Care Authority equal to the bonus offered to all eligible K-12 public school National Board-Certified Teachers by the state of Washington.
- e) When a vacancy occurs, the District will follow the provisions of Article VI, Section K. Vacancy and Section F. Posting of Vacancies.
- f) The District will pay a mentor stipend of \$1500 to SLPs assigned to oversee new-to-district SLPs for one year or assigned to CFY SLPs. The district will pay SLPs a prorated stipend for interns based on the length of the assignment.
- g) Overloads shall be compensated at a rate equal to three dollars (\$3.00) per day per student or added tutor **or instructional paraeducator** support will be provided, according to the following schedule:

3934 # of Assigned IEPs Added tutor or instructional para support hours per week
3935 (proportionate to amount of overload)

3936 46- 60 6 hours

3937

3938 If an SLP is to receive tutor or instructional paraeducator support, but an or
3939 instructional paraeducator or tutor position is all or partially vacant, the SLP will
3940 qualify for overload compensation based on the prorated non-tutor or instructional
3941 paraeducator -supported caseload over 45 students.

3942

3943 h) The district will hire fifteen (15) hours of tutor or instructional paraeducator support
3944 per collective 1.0 hired or contracted SLPs, prorated for part time contracts (i.e., a 0.5
3945 FTE equals 7.5 hours of tutor or instructional paraeducator support). Tutor or
3946 instructional paraeducator support will be distributed amongst in-person SLPS as
3947 follows: 15 hours for Pre-K and Elementary, a minimum 7.5 hours for secondary
3948 (with remaining hours distributed equitably where needed) during the first thirty (30)
3949 school days of each school year. If the SLP is not bilingual, bilingual support will be
3950 provided to meet the needs of the student’s language of instruction. Caseload
3951 numbers will not be affected. Should a tutor or instructional paraeducator not be
3952 available, SLPs will be compensated per Article IX, Section 2, subsection 5-6.

3953

3954 i) For any month that exceeds ten (10) completed IDEA defined evaluations (initial or re-
3955 evaluation), SLP staff may submit an additional Tier 4 day per additional evaluation for
3956 that month. An evaluation may start in one month and be completed in the next
3957 month.

3958

3959 j) Speech and Language Pathologists need specific continuing education for their
3960 certification and license. The district will fund ten (10) hours equal to 1.0 unit of
3961 continuing education units (CEUs) per year to satisfy the requirements for their state
3962 professional health license and to also fulfill the continuing education requirement
3963 (clock hour equivalents) for their certification renewal.

3964

3965 k) Additional IEP hours will be provided to SLPs annually for purposes of IEP writing and
3966 preparation, testing, special services-related meetings, and other duties as required by
3967 the special education program. IEP hours may be submitted for payment at the per
3968 diem rate, using the Tier 4 form, according to the following schedule:

3969

3970 # of Assigned IEPs is 45 # of Hours

3971 Up to capacity 14

3972 1-7 over capacity 21

3973 8-15 over capacity 28

3974

3975 Capacity is defined by caseload.

3976

3977 l) Supplemental Aids and Services (SAS). Students receiving Supplemental Aids and
3978 Services (SAS) will count as a 4:1 ratio for caseload submitted through the EDP
3979 system.

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10. Occupational/Physical Therapists:

- a) A caseload of 40 students (birth to 21) plus six (6) hours per day of paraeducator time (prorated). Should a paraeducator not be available, OTs/PTs will be compensated per Article IX, Section 2, subsection 5-6. If an OTR is supervising a Certified Occupational Therapy Assistant (COTA), their caseload together is 60. If a PT is supervising a Physical Therapy Assistant (PTA), their caseload together is 60. Each licensed therapist that is supervising a COTA or a PTA will be compensated three (3) hours of extra duty pay per week for the extra work involved with supervision.
- b) The District will pay applicable AOTA/WOTA/APTA/PTWA membership and certification dues or \$600.00, whichever is greater, per year. Funds in excess may be used for CEU courses or conferences. The attendance at specific CEU opportunities will be determined by each certified OT/PT.
- c) The district will offer a stipend to all OT/PTs who hold a valid National Board Certification equivalency and certification as required by the Health Care Authority equal to the bonus offered to all eligible K-12 public school National Board-Certified Teachers by the state of Washington.
- d) The following factors shall be considered in determining workload:
 - Number of sites
 - Geographic area to be covered
 - Travel time required
 - Type and amount of assessment and intervention
 - Amount of paraeducator support
 - Language of instruction**
- e) Each licensed therapist can schedule their days to meet the needs of caseload, planning, and collaboration time.
- f) Each licensed therapist shall be entitled to two hundred ten (210) minutes of testing/report writing time per week.
- g) For any month that exceeds **ten (10)** completed IDEA defined evaluations (initial, FBA or re-evaluation), School Occupational and Physical Therapists may submit for an additional Tier 4 day per additional evaluation for that month. An evaluation may start in one month and be completed in the next month.
- h) Overloads shall be compensated at a rate equal to three dollars (\$3.00) per day per student.
- i) Additional IEP hours will be provided to OT/PTs annually for purposes of IEP writing and preparation, testing, special services-related meetings, and other duties as required by the special education program. IEP hours may be submitted for payment

4026 at the per diem rate, using the Tier 4 form, according to the following schedule:

4027

4028 # of Assigned IEPs 40 # of Hours

4029 Up to capacity 14

4030 1-7 over capacity 21

4031 8-15 over capacity 28

4032

4033 **Capacity is defined by caseload.**

4034

4035 j) OTs/PTs need specific continuing education for certification and license. The district
4036 will fund ten (10) hours **equal to 1.0 unit** of continuing education units (CEUs) **to each**
4037 **OT and PT** per year to satisfy the requirements for their state professional health
4038 license and to also fulfill the continuing education requirement (clock hour
4039 equivalents) for their certification renewal.

4040

4041 k) The District will pay a mentor stipend of \$1500 to OTs and PTs assigned to oversee
4042 new-to-district OTs and PTs for one year. The district will pay OTs and PTs a prorated
4043 stipend for interns based on the length of the assignment.

4044

4045 **l) Supplemental Aids and Services (SAS). Students receiving Supplemental Aids and**
4046 **Services (SAS) will count as a 4:1 ratio for caseload submitted through the EDP**
4047 **system.**

4048

4049 11. School Psychologists

4050

4051 a) A caseload of 120 per psychologist.

4052

4053 b) Overloads shall be compensated according to the following schedule:

4054

4055

9-12 Caseload	Overload Compensation		Clerical Support
121 – 175			15 hours

K-8 Caseload	Overload Compensation		Clerical Support
Over capacity	\$3.00 per student per day	or	5 hours

4056

4057 c) Caseloads will be prorated based on employee FTE for part-time psychologists.

4058

4059 d) The district will provide a School Psychologist department chair position with the
4060 appropriate stipend and selection process.

4061

4062 e) For any month that exceeds thirteen (13) completed IDEA defined evaluations [initial,
4063 Functional Behavior Analysis (FBA), or re-evaluation], School Psychologists may submit
4064 for an additional Tier 4 day per additional evaluation for that month. An evaluation may
4065 start in one month and be completed in the next month.

4066

- 4067 f) The district will offer a stipend to all School Psychologists who hold a valid National
 4068 Board Certification equivalency and certification as required by the Health Care
 4069 Authority equal to the bonus offered to all eligible K-12 public school National Board-
 4070 Certified Teachers by the state of Washington.
 4071
 4072 g) The district will pay a mentor stipend of \$1500 to psychologists assigned to oversee an
 4073 intern for the year.
 4074
 4075 **(1) Only PAE members will be assigned a caseload.**
 4076
 4077 h) When a vacancy occurs, the psychologist and the District will collaboratively determine
 4078 positions based on seniority, qualifications and experience, caseload, and program
 4079 needs.
 4080
 4081 i) School Psychologists need specific continuing education for certification. The district
 4082 will fund ten (10) hours of continuing education units (CEUs) **to each school**
 4083 **psychologist** per year to satisfy the requirements for their state professional health
 4084 license and to also fulfill the continuing education requirement (clock hour equivalents)
 4085 for their certification renewal.
 4086
 4087 **j) The District will pay applicable NASP/WSASP membership and certification dues or**
 4088 **\$600.00, whichever is greater, per year. Funds in excess may be used for CEU/clock**
 4089 **hour courses or conferences. The attendance at specific CEU/clock hour opportunities**
 4090 **will be determined by each certified school psychologist.**
 4091
 4092 **k) School psychologists may request access to student’s relevant medical information**
 4093 **from the School Nurses.**
 4094
 4095 **l) School psychologists working in a school setting for the first time (first year school**
 4096 **psychologists) will receive a psychologist mentor for the duration of one school year.**
 4097 **The school psychologist in the mentor role will receive a mentor stipend of \$1500.00**
 4098 **for that school year.**
 4099
 4100 **m) School psychologists will have one designated PLC time per month.**

4101
 4102 12. School Social Workers
 4103

- 4104 a) Shall fulfill duties appropriate to their ESA certificate and job description(s).
 4105
 4106 b) The district will offer a stipend to all School Social Workers who hold a valid National
 4107 Board Certification equivalency and certification as required by the Health Care
 4108 Authority equal to the bonus offered to all eligible K-12 public school National Board-
 4109 Certified Teachers by the state of Washington.
 4110
 4111 c) School Social Workers need specific continuing education for certification and license.
 4112 The district will fund ten (10) hours of continuing education units (CEUs) **to each**

4113 school social worker per year to satisfy the requirements for their state professional
4114 health license and to also fulfill the continuing education requirement (clock hour
4115 equivalents) for their certification renewal.

4116
4117 13. **Reading Recovery/Leveled Literacy Intervention (LLI)**

4118
4119 a) **Reading Recovery/LLI Teachers shall be scheduled a consistent planning period like**
4120 **other teachers.**

4121
4122 b) **Reading Recovery/LLI teachers may be required to attend PD's relevant to their**
4123 **program during conference months.**

4124
4125 c) **Reading Recovery/LLI teachers will be evaluated following the procedures in**
4126 **Article IV – Section 5: B.**

4127
4128 14. **Special Education Instructional Support**

4129
4130 a) Each elementary Resource Room teacher shall schedule the equivalent of one-half
4131 (1/2) day of non-student contact time per week to perform such duties as (but not
4132 restricted to) student monitoring, teacher consultation, testing and IEP preparation.
4133 This time shall be in addition to the preparation time allotted to all elementary
4134 teachers.

4135
4136 b) Secondary Case Management: To support Special Education students in general
4137 education classes, each Middle School Resource teacher and each High School Special
4138 Services (except programs that only case manage their own students, ex: Bridges, Life
4139 Skills, Deaf Ed Program, Adaptive Life Skills) teacher will be scheduled for one (1) case
4140 management period during the instructional day. The purpose of the case management
4141 period is to perform such duties as: gather student data, provide direct instructional
4142 support to students in and for general education classrooms, periodic IEP-related
4143 testing, provide direct assistance and guidance to general education teachers for
4144 instructional adaptations and modifications, and periodic communication with other
4145 staff and parents regarding the student.

4146
4147 c) If an employee is required by an administrator to substitute during scheduled case
4148 management time, the employee will be compensated at the per diem rate. The case
4149 management time is employee controlled and directed.

4150
4151 d) If a teacher is assigned an inclusion period as part of their daily schedule, that inclusion
4152 period/time will be scheduled in advance and not be without a minimum of five (5)
4153 days' notice.

4154
4155 e) **Inclusion**

4156
4157 **(1) The District and Association recognize that every student is a general education**
4158 **student first; students will be educated in the general education environment to**

4159 the maximum extent appropriate. Students who qualify for Special Education
4160 services are entitled to Specially Designed Instruction (SDI), related services, and
4161 appropriate educational accommodations and modifications as determined by
4162 the results of a special education evaluation and the student's Individualized
4163 Education Program (IEP) team.

4164
4165 Each student has a right to a Free and Appropriate Public Education (FAPE) in
4166 their Least Restrictive Environment (LRE)/educational placement setting. Both
4167 the district and the Association recognize that Least Restrictive Environment is
4168 where the individual student can be successful as determined by the IEP team.

4169
4170 (2) For students to receive special education and related services, the IEP shall
4171 indicate the services to be provided: location, time and frequency, and who is
4172 responsible for said services.

4173
4174 The district and Association support inclusive practices for all students with
4175 disabilities, as determined by each student's IEP team. The education of students
4176 with disabilities in the general education setting requires collaboration and
4177 communication between general and special education staff.

4178
4179 (3) Co-teaching
4180 (a) Participation in Co-teaching Inclusion Model will be voluntary as previously
4181 agreed.
4182
4183 (b) The Co-teaching Inclusion Model utilized shall be similar to an "exploratory
4184 assignment" as contained in the CBA, unless otherwise modified via this
4185 agreement; it shall not suspend or alter current parameters/practices of the
4186 collective bargaining agreement without first being bargained. The
4187 assignment will be for the current year in which the employee volunteers.
4188 Notice to volunteer must be in writing. The need for mid-year changes will be
4189 dealt with on a case-by-case basis and agreed upon between the parties prior
4190 to the change.

4191
4192 (c) Co-teaching Inclusion model will include one general education teacher, one
4193 special education teacher, classified support staff as outlined in the CBA and
4194 as required by individual IEPs. Student IEPs will reflect appropriate placement
4195 in the Co-teaching Inclusion classroom as identified/outlined by the entire IEP
4196 team: Psychologist, administrator, special education and general education
4197 teachers, parents, and related services staff.

4198
4199 (i) Common Preparation Period: Co-teachers will have daily shared planning
4200 time. It is understood planning time is individually controlled, and this
4201 shared time does not waive the individual's right to plan as an individual.

4202
4203 (ii) Observation and Evaluation: Teachers shall be observed and evaluated
4204 based on their own instructional practices as outlined in the

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Observation/Evaluation section of the CBA.

1. The “strategic use of co-teaching formats” form and any other rendition of observing co-teaching, inclusion or collaborative teaching not authorized by the CBA be suspended and not allowed until otherwise bargained.
- (4) **Class Size: Co-teaching Inclusion classes shall not exceed 28 students set at a ratio of 3:1 (1 student receiving SDI in the co-teaching class). If there is an identified need to increase, the parties will meet to address workload as soon as reasonably possible.**
- (5) **Co-teachers shall not be pulled from their classes for purposes of covering fail to fills other than as part of the building rotation plan.**
 - (a) **Co-teachers shall not be required to upload or track data not already required; nor shall they be required to share/split classroom monies.**
 - (b) **If a Co-teacher is absent, a substitute shall be provided similarly to other staff.**
- (6) **Case management period(s) for those who have them, shall be used as per the CBA and to provide support for students.**
- (7) **The district and Association will meet during the year (approximately every quarter) to review implementation of the Co-teaching Inclusion model exploratory assignments and address related questions or problems that may arise.**
- f) **All placement decisions must follow the IEP team process. A single administrator or team member is not authorized to direct student placement outside of this process.**
- g) **All Subsequent Master Schedules, District wide, shall contain an assigned preparation period, teaching periods/classes taught or equivalent for those who do not provide instruction as their core duties, duty free lunch period, and case management periods, if qualified. All certificated employees covered by the CBA shall be listed on the Master Schedule as outlined.**
 - (1) **Those with split duties, i.e. .5 literacy coach, .5 teacher, etc., shall have those teaching periods identified on the Master Schedule.**
 - (2) **Master Schedules shall follow CBA in that staff shall have a continuous 7.5-hour day without period gaps or “holes” in their schedules and as outlined in A, above.**
 - (3) **The Master Schedule will reflect course assignment/duties as shown on PowerSchool.**

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- (4) **Certificated Staff shall not set/create their own schedules/change their teaching schedule outside of what is allowed in the CBA. This does not prevent those who set their own schedules from continuing to do so: i.e.: psychologist, ed specialists, etc.**
- (5) **Master Schedules, once created and finalized, will be sent to PAE-but in no instance will this be later than September 30 or fifteen (15) days of a grading period.**

The instructional support time referenced in this section is provided based upon instructional delivery for Special Education students in a traditional bell-schedule model. The **IEP Team may** implement a different instructional model based upon **individual** student educational need.

For Special Services teachers with concerns about the workload impact of testing students who do not qualify (DNQ) for services, the teachers will follow the procedures in Article IX, Section 2(4), Procedure for Handling Workload Concerns.

15. IEP Hours

Capacity is defined by class size or caseload, depending on CBA designation.

Additional IEP hours will be provided to employees annually for purposes of IEP writing and preparation, testing, special services-related meetings, and other duties as required by the special education program. IEP hours may be submitted for payment at the per diem rate, using the Tier 4 form, according to the following schedules:

(vii) Programs that have control of their own scheduling (i.e., elementary resource classrooms):

<u># of Assigned IEPs</u>	<u># of Hours</u>
Up to capacity	14
1-7 over capacity	21
8-15 over capacity	28

(viii) Programs that do not have control of their own scheduling (i.e., elementary self-contained rooms, secondary special education classrooms):

<u># of Assigned IEPs</u>	<u># of Hours</u>
Up to capacity	14
1-7 over capacity	21
8-15 over capacity	28

16. IEP Release Days

- (i) All Special Education employees will receive **seventy (70) IEP hours** (prorated for late hires and part-time employees).
- (ii) For purposes of completing work on IEPs, the IEP **hours** referenced above may be

4297 taken as release time in full-day or half-day increments. If an employee wishes to
4298 receive payment **at the employee's per diem rate** for the time in lieu of release
4299 time, he/she may do so **at any time**, provided the IEPs were completed in
4300 compliance with OSPI/WAC requirements. Staff with incomplete IEPs or
4301 compliance work after the first semester [**the first ninety (90) days of school**] will
4302 be required to take **up to fourteen (14) hours** as release time. **At no time will the**
4303 **district include all SpEd staff in emails to buildings regarding IEP and evaluation**
4304 **due dates.**
4305

4306 17. Extended School Year Planning Time
4307

4308 Upon prior approval of the program administrator, up to three (3) days of release time will be
4309 made available for each Special Services teacher and related service provider whose work
4310 requires Extended School Year planning for students. Such release time shall not be refused.
4311

4312 18. Experience Credit

4313 Experience credit will be allowed for verified professional work for related services providers
4314 (i.e., Social workers, OTs/PTs, Speech and Language Pathologists, **School Nurses, Orientation**
4315 **and Mobility Specialists**, etc.) The experience credit will be computed in the same manner as
4316 teaching experience for school age students on the salary schedule. For Educational Staff
4317 Associates, the calculation of years of experience includes employment defined in WAC 392-
4318 121-264.
4319

4320 19. IEP Progress Monitoring
4321

4322 In the event of a mandate or procedural change to IEP progress monitoring, the District will
4323 bring the matter to the attention of the Association during the labor-management process prior
4324 to implementation of changes or action being taken. Notification will then be made to impacted
4325 staff. Training and/or information will be provided to staff prior to required implementation.
4326 Changes will be implemented at the start of the school year, unless legislative changes mandate
4327 the change be made after the start of the school year.
4328

4329 20. State Alternate Assessments
4330

4331 The district will provide annual training and assistance for employees required to complete
4332 state alternate assessments. This will include, at a minimum, two hours of overview training
4333 based on state requirements and additional training and staff support based on teacher need.
4334 The district will make opportunities available during early release days each school year and at
4335 other times prior to established data collection points to provide special education teachers
4336 time to collaborate on state alternate assessments.
4337

4338 For employees who are required to complete state alternate assessments, additional days will
4339 be provided. Teachers with 1 to 6 students involved in state alternate assessments will receive
4340 an additional Tier 4 day. Teachers with seven (7) or more students involved will receive two (2)
4341 additional Tier 4 days. Shared students will count as half a student.
4342

4343 Employees with concerns regarding workload due to state alternate assessments may refer to
4344 Article IX, Section 2(4), Procedures for Handling Workload Concerns.

4345

4346 **21. Professional Learning Community/Teams (PLCs/PLTs)**

4347

4348 **PLCs will be employee led. Administrators will not set the agenda for any given PLC meeting.**
4349 **Administrators and instructional coaches will attend to collaborate and support the team.**
4350 **PLC/PLT roles will be determined by the PLC/PLT. There will be no required meetings outside**
4351 **of contract time. PLC/PLT location will be determined in collaboration between the PLC/PLT**
4352 **and building administration. Teams are encouraged to take notes to support their team. Best**
4353 **practices for teams include having written roles, norms, and agendas, notes, etc.**

4354

4355 **PLCs/PLTs are based on content and may be intradistrict in nature. Employees who are**
4356 **members of multiple PLCs/PLTs have discretion in which PLCs/PLTs they attend.**

4357

4358

4359

4360 **SECTION 3: CLASSROOM VISITATION**

4361

4362 To provide patrons of the District the opportunity to visit classrooms with the least interruption
4363 to the teaching process, the following guidelines are set forth:

- 4364 1. Each school building shall have posted at the main entrance(s) notice advising all visitors
4365 to a school and/or classroom to notify the office. If the visit is to a classroom, the time
4366 will be arranged after the principal/designee has conferred with the employee with
4367 sensitivity to the needs of the employee and the students.
- 4368 2. Upon request, the employee shall be afforded the opportunity to confer with the
4369 classroom visitor before and/or after the visitation. The employee may request
4370 administrative presence during this communication.
- 4371 3. Any observations or notations made during classroom visits shall not be used for
4372 evaluative purposes.
- 4373 4. Employees have the right to refuse visitation to the classroom(s) if building
4374 administration agrees. If building administration does not agree, employees have the
4375 right to have a PAE representative present.

4376

4377 **Video Surveillance**

- 4378 1. **The primary purpose of electronic and video monitoring shall be to ensure the health,**
4379 **welfare and safety of all employees, students, and visitors to district property, and to**
4380 **safeguard district facilities and equipment.**
- 4381 2. **Video cameras and other electronic monitoring equipment or systems may be used in**
4382 **common areas, such as gymnasiums, hallways, playgrounds, and cafeterias.**
- 4383 3. **Appropriate use of the District's video and/or electronic recording system records**
4384 **includes compliance with the student discipline language within this contract.**
- 4385 4. **The parties have agreed that no surveillance equipment or recorded material will be**
4386 **used by the Pasco School District for the purpose of finding misconduct or issuing**
4387 **discipline without an underlying complaint being referred to the district.**
- 4388 5. **No administrator or district employee will use electronic surveillance recordings with**

4389 **the intent to identify potential misconduct of employees without an underlying**
4390 **complaint being referred to the district. Information obtained from surveillance**
4391 **cameras will not be used as a basis for disciplinary action, except to verify or**
4392 **contradict a specific, credible allegation. If, when viewing video for legitimate**
4393 **purposes, a district administrator finds policy violations or criminal behavior, the**
4394 **district may use the video to address the situation.**
4395

4396 **SECTION 4: STUDENT DISCIPLINE**
4397

4398 The rules adopted pursuant to RCW 28A.600.010 shall be interpreted to ensure that the
4399 optimum learning atmosphere of the classroom is maintained, and the highest
4400 consideration is given to the judgment of qualified certified educators regarding conditions
4401 necessary to maintain the optimum learning atmosphere.
4402

- 4403 1. In accordance with Washington Administrative Code, each employee shall have the
4404 authority to impose discipline upon a student for a behavioral violation, which violates
4405 written rules of the school district and/or individual classroom.
4406
- 4407 2. Employees are authorized, as described in RCW 28A.600.020, to exclude any student
4408 who creates a disruption of the educational process in violation of the building
4409 disciplinary standards while under an employee’s immediate supervision. The student
4410 may be excluded by the employee from the immediate class period or activity, or up to
4411 the following two days or until the principal or designee and employee have conferred.
4412 Conferred shall mean a meeting between teacher and administrator outside of teaching
4413 contact time where a plan is mutually agreed to. No student shall be returned to an
4414 employee’s classroom prior to this happening. The following shall apply:
4415
- 4416 a) Except in emergency circumstances, the employee first must attempt one or more
4417 forms of corrective action. An emergency circumstance shall mean when a student’s
4418 presence poses immediate and continuing danger to self, others, or staff, or poses an
4419 immediate and continuing threat of material or substantial disruption of the
4420 educational process.
4421
- 4422 b) In no event without the consent of the employee may an excluded student return to
4423 the class during the balance of that class or activity period or up to the following two
4424 days or until the principal/designee and the teacher have conferred.
4425
- 4426 c) The employee will report the exclusion and behavioral violation to building
4427 administration as soon as reasonably possible. Employees shall be notified when a
4428 student is suspended from his/her specific class by the next day.
4429
- 4430 d) Each employee shall have authority to recommend to administration a longer
4431 exclusion, suspension and/or expulsion for misconduct based upon the severity of the
4432 behavioral violation. When an employee makes a written recommendation for
4433 exclusion, expulsion or long-term suspension, the following shall apply:
4434

- 4435 e) The principal shall confer with the affected employee to clarify the process for
4436 exclusion, expulsion, or long-term suspension and to investigate the basis of the
4437 recommendation.
4438
- 4439 f) The principal shall provide a written response to the employee’s request setting forth
4440 his/her disposition regarding the recommendation.
4441
- 4442 g) Upon the employee’s request, a conference between student, parent/guardian,
4443 principal or administrator, and the employee shall be held to discuss future behavior
4444 expectations of the student. If the parent/guardian does not attend, the meeting will
4445 be held.
4446
- 4447 h) A written plan of support shall be developed and implemented.
4448
- 4449 i) It is understood that building administration shall enforce the written rules of the
4450 teacher which reflect the building discipline matrix, board policies and procedures.
4451
- 4452 j) If a student is excluded from class, it shall be the responsibility of a building
4453 administrator to notify parent/guardians related to exclusion and any subsequent
4454 discipline.
4455
- 4456 3. The Board and the Superintendent shall support and uphold its employees in their
4457 efforts to maintain discipline in the District in accordance with District discipline rules.
4458 Such written rules are to be distributed to each employee at the beginning of the school
4459 year and posted on the district website within the first contractual week. Further, it shall
4460 be understood that the authority of employees to use prudent disciplinary measures for
4461 the safety and well-being of pupils and employees is supported by the Board. In the
4462 exercise of authority by an employee to control and maintain order and discipline, the
4463 employee may use professional judgment including reasonable use of physical restraint
4464 concerning matters not provided for by specific policies adopted by the Board and not
4465 inconsistent with federal or state laws or regulations.
4466
- 4467 4. The District shall conduct instructional meetings for employees concerning all applicable
4468 federal, state, and local laws; and District rules, regulations, and procedures pertaining
4469 to student rights, employee rights, due process, and the processing of student discipline.
4470 After these meetings, employees will receive documentation showing disciplinary codes
4471 and discipline flow charts. These documents will be posted on the district website within
4472 the first contractual week. These meetings will be held before the first student day,
4473 during the workday and at no cost to the employee.
4474
- 4475 5. When more than one administrator is assigned to a site, the administrators shall arrange
4476 their schedules so that one of them or a designated administrator is accessible at all
4477 times to handle student discipline referrals. Provision shall be made at other sites for
4478 emergency student referrals.
4479
- 4480 6. The District shall provide an explanation of the discipline process for special education

4481 students and training for all employees. Students serviced by special education will be
4482 subject to disciplinary action provided by the guidelines of the Individuals with
4483 Disabilities Education Act (IDEA) and Section 504. The Pasco School District shall provide
4484 an explanation of the discipline process for special education referenced on the Pasco
4485 School District website. Each building will have a copy of the Special Services Handbook
4486 available in the office.

4487

4488 a) The district will provide additional resources, de-escalation training, necessary to
4489 teachers who deal with violent or aggressive students.

4490

4491 b) The IEP team, which includes the psychologist, administrator, special education and
4492 general education teachers, parents, and related services staff, shall meet and agree to
4493 a plan which provides for the safety and well-being of staff and other students.

4494

4495 c) General education teachers assigned students with 504 plans or IEPs shall have an
4496 opportunity to participate in the development of behavior intervention plan (BIP) for
4497 students assigned to them.

4498

4499 d) If meetings are scheduled during a general education teacher's contracted teaching
4500 day, **with prior approval of the building principal**, release time shall be provided. If the
4501 meeting takes place outside the contracted workday, the teacher shall be paid per-
4502 diem.

4503

4504 7. The Pasco School District's Multi-Tiered Systems of Support (MTSS), including Positive
4505 Behavior Intervention and Supports (PBIS) will be used at the employee's discretion.
4506 Staff members may voluntarily choose to use PBIS or other multi-tiered interventions
4507 strategies. Staff members who choose to use other multi-tiered intervention strategies
4508 will communicate the plan with their building administration. Tier 2 and Tier 3 training
4509 will be provided to all staff prior to the first student day of the 2020-2021 school year.
4510 Training on all tiers of MTSS will be provided annually.

4511

4512 8. An exclusion shall be defined as a student removed from the instructional setting or
4513 classroom or instructional or activity area for behavioral violations, for more than ten
4514 (10) minutes when not under the direct supervision of certificated staff. Classroom
4515 exclusion does not include action that results in missed instruction for a brief duration
4516 when:

4517

4518 a) teacher or other school personnel attempts other forms of discipline to support the
4519 student in meeting behavior expectations; and

4520 b) the student remains under the supervision of a teacher or other school personnel
4521 during such brief duration.

4522

4523 9. A student may be removed immediately from a class, subject or school event by a
4524 teacher or authorized personnel without first attempting other forms of corrective
4525 action if the student's action(s) threatens the safety/well-being of students and/or staff
4526 or is of such a nature that instruction and learning are disrupted.

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- a) In situations where classroom disruption is so severe that a danger to other students or staff exists, the teacher shall determine whether it is safest to have the individual student who is creating the disturbance removed or removing other students (i.e. room clear) for the safety of the students and staff. Certificated staff shall have the authority to use actions necessary to protect himself/herself, student(s), or others from physical abuse or injury.
 - b) In instances where individual students or entire classes (i.e. room clear) are removed from the classroom, it shall be a building administrator’s responsibility to notify parent/guardians. Communication can be in written form.
 - c) When classes are combined due to the evacuation (room clear) of a classroom(s), language from Article IX – Section 2: Employee Workload applies.
 - d) A student or students removed from a classroom under this section may not return to the classroom prior to a mutually agreed upon written plan of support being developed, and implemented by administrators, and teacher. Student(s) and parent(s) will be given an opportunity to provide input into the development and implementation of the plan.
10. In case of verbal or physical abuse/threats, the district shall follow procedure which allows for RCW 28A.635.010, insulting or abusing staff, and/or 28A.635.100, intimidating or threatening behavior to be implemented.
- a) A student may be suspended for exceptional misconduct to preserve the health and safety of students and employees and to preserve the educational process.
 - b) When a student or students have been removed due to the reasons above, the teacher must immediately notify the principal or designee: and the principal or designee shall meet with the student immediately to ensure appropriate steps are followed/enforced.
 - c) It shall be the responsibility of the building administrator, or his/her designee to notify parents of any classroom exclusion, discipline imposed (which differs from corrective actions taken by the classroom teacher) as well as referral to law enforcement, if appropriate.

11. Student Due Process Hearings and Reengagement Meetings:

If an employee is required to attend or submit information to Due Process Hearings or Reengagement Meetings said members shall not be scheduled during their planning period without the consent of the teacher. Loss of planning time and/or time spent outside the contracted workday shall be compensated at teacher’s per-diem wage.

- a) If a teacher is required to attend a due process meeting for purposes of being questioned by administration or a student, the teacher shall have the right to union representation.

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- b) Information discovered from Due Process Hearings, or Reengagement meetings may not be used as a primary source related to teacher discipline. Information shall not be used for teacher evaluation.

SECTION 5: WEAPONS, ASSAULTS, THREATS AND BULLYING

The District shall impose strict penalties as permitted by RCW 28A.600.015(6) toward students who are in any way involved with a weapon on school property or at a school activity. The District shall also impose strict penalties toward students who are in any way involved in an assault, threat, or bullying directed towards an employee as permitted by RCW 28A.635.010, (insulting or abusing staff); and/or 28A.635.100, (intimidating or threatening behavior). When it has been determined that a student has been involved with a weapon at a school activity, or an assault, threat, or bullying, the student shall be subject to disciplinary action, which may include expulsion.

Students expelled from other districts seeking admission to the Pasco School District will be required to follow the prescribed District Procedure. Employees that receive transferred students with records of weapons, assaults, threats, and bullying shall be notified prior to that student’s first school day or immediately upon the District’s receipt of these records.

School administrators must provide information regarding conviction, adjudication, or diversion agreements, to every teacher of any student and any other personnel who, supervises the student or for security purposes should be aware of the student’s record.

Employees shall be notified in writing two days prior to, or immediately upon the District’s receipt of information, students being enrolled in an employee’s class who have a history of dangerous and/or threatening behavior. Further, teachers shall be notified of parents/ guardians who have a history of dangerous and/or threatening behavior.

SECTION 6: ELEMENTARY/MIDDLE SCHOOL PARENT CONFERENCE TIME

2024-2025 School Year

A conference period of four (4) days in the fall, with conferences scheduled at teacher discretion, and four (4) days in the spring shall be set aside for parent-teacher conferences. Released time of one-half (1/2) day shall be allowed for each of these days. Each employee involved in conferences shall be on a flexible work- day to accommodate the necessary conferences during the fall and spring. The “flexible workday” as referred to herein shall allow the employee to schedule the conferences and such periods of time as required to accomplish such conferences as mutually determined by the employee and principal. The employee shall not be required to remain at school during nonscheduled conference time.

Any teacher, at any level, may, at their discretion, schedule a conference at any time during the school year to discuss a student’s progress, behavior, and/or any other issues or concerns.

Professional Development will not be held during any conference months for staff

4619 participating in conferences.
4620
4621 Teachers will be required to meet with parents of students in third grade who are reading
4622 below grade-level or are likely to score in the below basic level on the third-grade statewide
4623 student assessment in English language arts [Reference RCW 28A.655.230]. A meeting shall be
4624 defined as face-to-face, via phone, via Zoom (or other such programs), or an email exchange in
4625 which both parties participated.

4626
4627 Conferences will not take place outside the contracted workday.
4628

4629 Beginning in the 2025-2026 School Year:

4630 Fall and spring conferences will be held on one (1) non-student, modified schedule day to
4631 allow for afternoon and evening conferences at the end of the grading period (first trimester
4632 for elementary school and first quarter for middle school).
4633

4634 SECTION 7: PEER ASSISTANCE AND SUPPORT TEAM

4635

4636 These guidelines will comply with all statutory and legal obligations and are intended to be
4637 liberally construed and implemented so that employees are treated fairly.
4638

4639 Peer Assistance Committee:

4640

4641 The primary work of this committee is to assist employees in their first year with the district by
4642 refining their skills and helping them learn district goals, curriculum, and structure. The Peer
4643 Assistance Committee provides oversight for the program and determines program guidelines
4644 consistent with the terms of the collective bargaining agreement. The Peer Assistance
4645 Committee will consist of: all peer mentors, Association President, the head Employee Services
4646 administrator, and administrators selected by the superintendent. There will be equal
4647 representation between the district and association. The head Employee Services administrator
4648 and the Association President will be the committee's co-chairs. **The committee will meet with
4649 stakeholders at least three (3) times per school year to address the components of the
4650 Beginning Educator Support Team (BEST) program.** Minutes will be kept for each meeting. The
4651 superintendent may serve as a non-voting member of the panel.
4652

4653

4654 Peer Assistance & Support Positions

4655

4656 Two types of positions will be created to support this work

4657

- 4658 1. *Peer Mentors* who will assist employees at the building-level who are new to the district.
- 4659 2. A **New Teach Mentor** who will provide induction activities and assist district employees
4660 who are new to teaching.

4661

4662 At least one employee at each site will be selected as a Peer Mentor. Peer Mentors will be
4663 recommended to the supervising administrator by employees or authorized Association
4664 representatives at each site using the following criteria listed below:

4665 A Peer Mentor:
4666 Demonstrates effective instructional skills and classroom management,
4667 Demonstrates strong communication and interpersonal skills,
4668 Demonstrates strong knowledge of district procedures and programs, and
4669 Demonstrates ability to work cooperatively and effectively with other
4670 professional staff.
4671
4672 The recommendation of the employees will be honored unless the building administrator shows
4673 cause for overriding the selection, at which point the administrator will contact the Association
4674 President to discuss the reasons.
4675
4676 **Peer Mentors are selected before the end of the school year and begin their duties July 1st.**
4677
4678 Each Peer Mentor shall be responsible for no more than 10 (ten) new teachers in their building.
4679
4680 Peer Mentors will attend induction activities and will provide assistance as needed to teachers
4681 new to the site. **They are required to attend up to two (2) induction activities in August.** Peer
4682 Mentors will be paid a stipend of \$1500.00 per year for their work with other educators. The
4683 district may request verification, similar to a supplemental contract verification form, of
4684 completion of mentor activities as defined by the committee. Additionally, curriculum rate will
4685 be paid for attending induction activities and any other Peer Assistance Committee meetings.
4686
4687 **New Teacher Mentor**
4688
4689 Becoming a **New Teacher Mentor** is a major commitment. Except in extraordinary
4690 circumstances, **New Teacher Mentor** s will remain in the position for the entire term of
4691 their appointments, and co-curricular or extracurricular responsibilities should not interfere
4692 with their **New Teacher Mentor** duties. Any conflicts will be resolved by the Peer
4693 Assistance Committee. The Peer Assistance and Support Team will consist of 3 full-time
4694 equivalent **New Teacher Mentors**, and 1 or 2 of these could be partial FTE.
4695
4696 **New Teacher Mentor Supplies**
4697
4698 Supplies and materials necessary to fulfill the responsibilities of the position will be provided.
4699 If supplies are denied by an administrator, or a conflict arises about any other expenses
4700 requested by the **New Teacher Mentor**, the Peer Assistance Committee will be convened
4701 within 5 days to determine the legitimacy of the request. If the majority of the committee
4702 believes that the denied supplies or expenses are necessary, the committee will determine
4703 a proper resolution.
4704
4705 **New Teacher Mentor Selection Process:**
4706
4707 **New Teacher Mentors** will be recommended for selection by the Peer Assistance
4708 Subcommittee using the criteria listed below:
4709
4710 **A New Teacher Mentor:**

- 4711 1. Is a current employee in the district on a continuing contract with a minimum of five
- 4712 years' total teaching experience, with at least three years in the district.
- 4713 2. Demonstrates outstanding classroom teaching ability.
- 4714 3. Demonstrates talent in written and oral communications.
- 4715 4. Demonstrates the ability to work cooperatively and effectively with other professional
- 4716 staff members.
- 4717 5. Has extensive knowledge of a variety of classroom management and instructional
- 4718 techniques.
- 4719 6. Has the documented support of colleagues and his or her building principal.
- 4720 7. Has the ability to provide and model expectations of high standards of professional
- 4721 practice while demonstrating compassion for the person.

4722
 4723 The positions will be posted five days in district and will be offered a continuing contract for the
 4724 school year. Additionally, applicants must provide a recommendation from a district
 4725 administrator and at least one certificated, non-administrative colleague. A subcommittee of the
 4726 Peer Assistance Committee will interview and recommend **New Teacher Mentors** from the
 4727 group of applicants who meet the required qualifications. The subcommittee will contain three
 4728 (3) peer mentors appointed by the Association President and three (3) administrators appointed
 4729 by the superintendent. The preference of the committee will be honored. All applications and
 4730 references will be treated with strict confidentiality. Applicants who are not selected will be
 4731 notified.

4732
 4733 **New Teacher Mentor Length of Assignment**

4734
 4735 One **New Teacher Mentor** position will be open every two years, barring extraordinary
 4736 circumstances that require the Peer Assistance Committee to replace a **New Teacher**
 4737 **Mentor** prior to the end of his or her term. Selected **New Teacher Mentor** s may continue
 4738 in that role for six (6) consecutive years.

4739
 4740 The length of assignment for **New Teacher Mentors** will be limited to one (1) term in the
 4741 role of no longer than six (6) years. If an employee has already served in the role of **New**
 4742 **Teacher Mentor**, they may not apply for additional terms.

4743
 4744 **Name** **Term**

4745

4746 **New Teacher Mentor A (4-year term) 9/01/2022 – 8/31/2026**

4747 **New Teacher Mentor B (5-year term) 9/01/2023 – 8/31/2028**

4748 **New Teacher Mentor C (6-year term) 9/01/2024 – 8/31/2030**

4749

4750 **New Teacher Mentor A (6-year term) 9/01/2026 – 8/31/2032**

4751 **New Teacher Mentor B (6-year term) 9/01/2028 – 8/31/2034**

4752 **New Teacher Mentor C (6-year term) 9/01/2030 – 8/31/2036**

4753
 4754 **Return of New Teacher Mentor to the Classroom**

4755
 4756 Upon completion of his or her assignment, a **New Teacher Mentor** will be given the same

4757 consideration for returning to the position of his or her last assignment as if he or she had
4758 been on active duty. The Peer Assistance Committee may return any **New Teacher Mentor**
4759 to his or her previous position in accordance with the above at any time following a
4760 conference with the **New Teacher Mentor** to discuss the reason(s) for the reassignment.
4761 This may occur because of changes in the subject areas and grade levels of employees
4762 participating in the PAS Program or because of concerns about the **New Teacher Mentor's**
4763 work performance.

4764
4765 **New Teacher Mentors** will not be selected for an administrative position within the district
4766 for at least two (2) academic years after serving as a **New Teacher Mentor**, except by the
4767 mutual consent of the association and district.

4768 4769 **New Teacher Mentor Compensation**

4770
4771 A full-time **New Teacher Mentor** will receive a supplemental contract for 17 days. The
4772 scheduling of supplemental days may be by agreement between the administrator and the
4773 employee.

4774 4775 Confidentiality

4776
4777 All information concerning assistance provided to an employee by a **New Teacher Mentor**
4778 will remain strictly confidential. The **New Teacher Mentor** will report to Peer Assistance
4779 Committee about the general nature of support and assistance being provided to
4780 employees. However, no specific information obtained by the **New Teacher Mentor**
4781 through an assistance process will be disclosed to others except as required by law.

4782 4783 Contract Rights

4784
4785 Except as explicitly provided in these guidelines, employees participating in the Peer
4786 Assistance Program retain all rights in this contract. These will constitute the guidelines for
4787 the Peer Assistance Program, recognizing the district and the association may find it
4788 necessary, by mutual agreement, to modify these provisions.

4789 4790 **SECTION 8: EMPLOYEE PARTICIPATION**

4791
4792 The parties agree that authentic employee participation dealing with district and building level
4793 issues is important to improve instruction and/or the working/learning climate. Each building
4794 will participate in shared decision making with the sole purpose of focusing on issues related to
4795 student learning and achievement. **Committee participation is voluntary.**

4796
4797 **The Association recognizes the value and need of committee recommendations.**
4798 **Recommendations and suggestions from such committees are subject to the bargaining**
4799 **procedure and should be bargained prior to implementation. Because of the potential impact**
4800 **on other areas of the contract, it is understood recommendations may not be accepted as**
4801 **recommended by a committee.**

4802

4803 A. Shared decision-making issues include, but are not limited to the following committees:

4804

4805 1. Building Budget Committee

4806

4807 The building principal shall involve employees in the establishment of priorities and budget
4808 allocations within a building for the purpose of purchasing curriculum and instructional
4809 materials, purchase of consumable classroom supplies, and implementing programs. **For**
4810 **decision making, regarding the above listed items, each building principal will share budget**
4811 **updates with the building budget committee and guiding coalition at least three (3) times per**
4812 **year. Members of the building budget committee and guiding coalition shall be announced to**
4813 **building staff, in writing, within the first ten (10) days of school.**

4814

4815 Supplies and consumables shall be **\$474.73**, annually increased equal to the **MSOC IPD or 2.1%**,
4816 **whichever is greater**, per employee per year at the elementary and **\$251.33**, with an annually
4817 increased equal to the **MSOC IPD or 2.1%, whichever is greater**, per employee per year at the
4818 secondary. **These monies shall be issued as a stipend on the September paycheck of each**
4819 **school year.** Monies shall be spent at the discretion of the teacher. Teachers will be provided
4820 with office and classroom supplies appropriate to grade level.

4821

4822 2. Crisis Management

4823

4824 In order to provide for pre-event, event and post event activities, the building crisis
4825 management team will provide support in emergency situations. Team members shall be
4826 released from their duties to participate in resolving the crisis. **The district crisis team, or**
4827 **“Flight Team” consisting of school counselors, school social workers, and nurses shall be**
4828 **released and required to report to any such crises on a scheduled rotation. This rotation will**
4829 **be provided to the Association. The district will send flight teams to all previous work sites if**
4830 **the crisis involves a district employee. The district will send flight teams to all previous schools**
4831 **a student may have attended in the event of a crisis.**

4832

4833 3. Building Leadership

4834

4835 a) The building leadership committee shall assist in the implementation of school
4836 improvement including, but not limited to, providing input to the disbursement of
4837 funds.

4838

4839 b) For leadership money funded by the extracurricular schedule, disbursement of funds
4840 will be determined by each building leadership committee. Funds shall be used for
4841 extracurricular, leadership, and advisory activities

4842

4843 4. Program, Curriculum, and Professional Development

4844

4845 Certificated staff will be involved with program, curriculum, schedules, and professional
4846 development, including revising report cards. The district shall provide adequate resources to
4847 meet the goals and objectives of classroom lessons and delivery of the curriculum. The district
4848 will offer regular professional development opportunities related to district-adopted curriculum

4849 and strategies which is relevant and differentiated to meet staff needs. Buildings will develop a
4850 professional development plan to address identified needs, that fits within the spiraled and
4851 scaffolded plans presented to employees, related to each building's school improvement plan.
4852 The district and buildings coordinate professional development activities and communicate
4853 District-level professional development opportunities to staff. Both the district and building
4854 plans should be reflective of one another. Amendments and adjustment can be made based on
4855 legislative changes.

4856

4857 **PAE members will not be asked to involuntarily cover a failed to fill for another PAE member**
4858 **who is attending professional development.**

4859

4860

4861 **Programmatic Changes**

4862

4863 **When the district moves from any reporting program to another reporting program, any**
4864 **changes, including a timeline, and the impacts of said changes will be negotiated prior to**
4865 **implementation.**

4866

4867

5. Student Behavior

4868

4869 a) When the majority of employees at a site determine that a student behavior
4870 committee is needed, the principal/designee and association representative shall assist
4871 in the formation and efforts of a student behavior committee.

4872

4873 b) Standards, procedures, and other recommendations shall be submitted to **all** the
4874 employees at the site for ratification. Ratification shall be by consensus of those voting.

4875

4876 c) Student behavior committees shall not have the authority to develop specific
4877 classroom rules for individual employees except where policies are to be followed
4878 throughout the site.

4879

4880

6. Washington State Assessments

4881

4882 a) Assessment administration training shall be provided to all employees required to
4883 administer the assessment. Such training shall be provided no less than one (1) week
4884 before the assessment window opens.

4885

4886 b) Such assessment training shall be offered during the regular contract day. If the
4887 training is offered outside the contract day, employees shall be compensated at extra
4888 duty rate. Employees administering the assessment shall be required to attend.
4889 **Training will not be mandated during personal planning time. At the elementary**
4890 **level, testing will not be administered by employees covering classrooms during**
4891 **failed-to-fill.**

4892

4893 c) No state assessment test scores shall be the cause for unsatisfactory ratings on
4894 individual employee evaluations. No test scores shall be the cause for nonrenewal of
4895 an employee.

4896

4897 d) **WIDA will be administered by the teacher of record and/or testing**
4898 **facilitator. Teachers will not be required to test students not on their class**
4899 **list. Teachers who volunteer may administer WIDA tests to students who are not on**

4900

4895 **their class list when necessary.**

4896

4897 7. School Improvement

4898

4899 a) When a site creates and implements a school wide improvement plan, a committee
4900 shall be formed, and the improvement plan shall be subject to shared decision making.

4901

4902 d) Standards, procedures, and other recommendations shall be submitted to **all** the
4903 employees at the site for acceptance. Acceptance shall be by consensus of those
4904 voting. No plan may alter or suspend contractual rights.

4905

4906 8. Guiding Coalitions

4907 **Members of the guiding coalition will be elected by departments or grade levels. The**
4908 **sole purpose of the guiding coalition is to discuss building instructional practices. No**
4909 **recommendation will infringe upon the academic freedom clause of this document.**
4910 **Guiding coalitions are encouraged to work with AVID site teams, in buildings where**
4911 **such exist. Standards, procedures, and other recommendations shall be submitted to**
4912 **all the employees at the site for acceptance. Acceptance shall be by consensus of**
4913 **those voting. No recommendations submitted to vote shall infringe upon any**
4914 **language or stipulations in this contract.**

4915

4916 9. Diversity, Equity, and Inclusion (DEI) Committee

4917

4918 B. Selection of Representatives to District and/or Building Committees:

4919

4920 1. District or building level committees shall be selected annually for such representation
4921 by employees or by the authorized association representatives. Authorized association
4922 representatives are the building representative or the Association President, depending
4923 on the committee.

4924

4925 2. The committees shall request and accept voluntary representatives from a cross-section
4926 of employees (may include but not limited to grade level, subject area, gender, gender
4927 identity, gender expression, seniority, and ethnicity). **If a person is not selected, the**
4928 **administrator in charge will give a written explanation as to why.**

4929

4930 3. The district will provide time for such committees to meet during the regularly
4931 scheduled workday. In the event that time cannot be provided during the regularly
4932 scheduled workday, service on these committees will be compensated at extra duty
4933 rate.

4934

4935 4. Committee recommendations shall be advisory to the principal and/or director unless
4936 otherwise stated in the contract.

4937

4938 C. Advisory Programs

4939

4940 1. Advisory in alignment with RCW 28A.230.212, will be implemented throughout middle

- 4941 and high school within the standard workday. Students will be assigned an advisory
4942 teacher for the duration of each year.
- 4943
- 4944 **2. The sole purpose of advisory is the high school and beyond plan.**
- 4945
- 4946 3. Middle school and high school administration will provide necessary training to ensure
4947 that the advisory program is effective and achieve the college and career readiness
4948 requirements **before the first day of school. The district will provide all secondary**
4949 **teachers with an updated, bulleted list of the college and career readiness standards**
4950 **before the first day of school.**
- 4951
- 4952 4. A clear general scope and sequence will be provided at the beginning of the school year.
- 4953
- 4954 5. Lesson plans and materials for advisory sessions will be provided at the beginning of **the**
4955 **school year** by the leadership team **and will include dates in the title of the lesson**
4956 **plans; the leadership team will consist of the department chairs, administrators,**
4957 **instructional coaches, and any volunteers who wish to participate.**
- 4958
- 4959 6. Middle school and high school leadership teams will seek input from staff each **year**
4960 (concerning effectiveness of the Advisory Program, the effectiveness of individual
4961 lessons, the effectiveness of the scope and sequence, the effectiveness of reaching
4962 student needs, and the effectiveness of meeting the college and career readiness
4963 requirements). **This will be initiated by the building administration at least once per**
4964 **year. The results will be disseminated to the entire staff of the building.**
- 4965
- 4966 7. The association will schedule, and together with the district, review the effectiveness of
4967 advisory prior to March 31st, and determine any needed changes based on educator
4968 recommendations. **Information from the disseminated results (see 6) will be the basis**
4969 **of this review. The review will include volunteers from all secondary buildings. The**
4970 **results, discussions, and minutes will be shared by each building administrator(s).**
- 4971
- 4972 8. Said recommendations are subject to the bargaining process.
- 4973
- 4974 9. Advisory classes will be held no more than one **month at the middle and high school**
4975 **level**, on a consistent basis, per site.
- 4976
- 4977 10. Advisory classes will not exceed grade level class size limits.
- 4978
- 4979 **11. No Advisory teacher will be asked to write lesson plans or assess Advisory assigned**
4980 **work.**

4981

4982 D. **Intervention Time**

4983 **Intervention time during the designated time for Advisory will be designated for students a**
4984 **teacher has on their roster during the periods in which they teach; these are students for**
4985 **whom the teacher is the teacher of record. Teachers will decide what constitutes intervention.**
4986 **Individual teachers will control which students will attend their intervention time. Every**

4988 student will be scheduled for this time. The district administrators recognize that the terms
4989 Advisory and Intervention are not synonymous, regardless of what a particular school calls the
4990 Intervention time (E.I, HawkTime, Tiger Time, etc.).

4991

4992 Intervention time will not occur on Thursdays when secondary schools release early for
4993 PLC/PLT time.

4994

4995 Over the 2024-2025 school year the PAE and PSD bargaining teams will meet at least once per
4996 month to work on organizing table of contents, Article IX, and the appendix

4997

4998

4999 ARTICLE X – DURATION

5000

5001 This contract shall remain in full force and effect from September 1, 2024 to and including
5002 August 31, 2027. Either party may, in writing no later than sixty (60) days before August 31,
5003 2027, give notice of its intent to negotiate a successor. The parties agree to negotiate the impact
5004 of any of the following during the term of the contract: multi-track/year-round or double shift;
5005 OSPI or SBE or legislative action or local, state, and/or national emergencies; and double levy
5006 failure.

5007

5008

5009

5010

5011

5012

5013 IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 18th day
5014 of September, 2024.

5015

5016

PASCO SCHOOL DISTRICT NO. 1

BY: 

Amy Phillips
President of the Board

BY: 

Michelle Whitney
Superintendent of Schools

BY: 

Kelli York
Lead Bargainer

PASCO ASSOCIATION OF EDUCATORS

BY: 

Maria G. Lee
President of the Association

BY: 

Guy Smurthwaite
Lead Bargainer

Appendix

Additional Paid Days

- a) Career and Technical Education- See CTE Information below and chart on following pages
- b) Dean of Students- 12 days
- c) Education Specialists -10 days
- d) Assessment Facilitators- 1 day
- e) District MTSS Social Emotional Behavior Coaches- 17 days
- f) District TOSA (Teacher on Special Assignment)/ District Coaches -10 days
- g) District New Teacher Mentors -17 days
- h) Marching Band Directors -17 days
- i) Teacher of Visually Impaired 10 days
- j) Reading Recovery 2 days (pro-rated based on FTE)

CTE Specific Information:

Utilizing the attached chart, CTE will continue to use their system of awarding additional days based on level of responsibility and will turn a list of assigned days into PAE each year. CTE Teachers will be required to turn in a Time and Effort form to document the use of additional days (see attached form).

All CTE Teachers are guaranteed a minimum of one (1) day on condition that they fill out the Time and Effort form and the time meets the criteria below for reimbursement.

CTE allocates additional time based on need using the below criteria:

1. Lab Preparation – equipment maintenance, cleaning, lab safety and inspection that must be done after hours or in the summer.
2. CTE Summer Requirements for example -- AG Science including greenhouse maintenance and FFA activities and Fair
3. CTSO/Club supervision
4. Advisory Committee Meetings

For CTSO's/clubs, our current model designates days based on the following criteria:

1. Summer requirements
2. Size of program and number of student members
3. Number of required events and competitions (Regional, State, and National Competitions)
4. Duties/Responsibilities for the CTSO Advisor (Career and Technical Student Organization) based on state requirements
5. CTSO/Club leadership at the state and national level (support state officers, lead Regional Area Groups)
6. Other club stipends awarded from ASB (e.g., FCCLA)

PASCO CAREER AND TECHNICAL EDUCATION EMBEDDED AND EXTENDED DAY CHART

PROGRAM	# OF EMBEDDED DAYS PAID PER YEAR*	# OF EXTENDED DAYS PAID PER YEAR* (Outside of SY)	EXAMPLES
Agriculture Extended given for summer work Per Ag teacher (CHS-2, NHHS-1, PHS-2)	20 days (140 hours)	10 days (70 hours)	FFA CASE workshops Fair Work w Students
Business & Marketing (Days per school decided upon by teachers in the CTE Bus Ed/Mktg department depending upon who can travel/support DECA at each school)	20 days (140 hours)	-	DECA Competition events School Store Maintenance
Family & Consumer (2021-2022 SY) (FCCLA Advisor is in the PAE contract stipend) Days per school determined by teachers in the department at each comprehensive HS for maint of kitchens)	5 days (35 hours)	5 days (35 hours)	FCCLA (in PAE) Kitchen Lab maintenance
Computer Engineering/Robotics (6 teachers)	3 days (21 hours)	-	Skills USA Competitions Equipment Maintenance
Skilled & Technical (Shops) (4 Teachers)	5 days (35 hours)	-	Skills USA Shop and Machine Maintenance
Construction Trades (1 House building teacher)	5 days (35 hours)	-	Skills USA Shop and Machine Maintenance
TOSA (1 CTE Coach)		15 days (105 hours)	Frameworks Onboarding of new staff PD Planning Perkins Grant
MacIntosh Coordinator	4 days (28 hours)	-	Manage the MAC equipment of CTE

* = Hours accounted for in documentation Time/Effort due at year end by Check-out date

* CTE Teachers who are not given an Extended and Embedded contract can request EDP based on time and effort for CTE related clubs and activities. This process factors in that the level of responsibility and time and effort is not consistent year to year based on student involvement and program needs.

CAREER & TECHNICAL EDUCATION
 ADDITIONAL DAY FORM 2024-2025

Propose the number of Additional Days you plan to use for CTE activities by completing the form below. Please submit this form for approval. At the end of the year, you will verify the hours in the claimed column.

Instructor: _____ Employee ID#: _____ Program: _____	Hours Allotted for 2024-2025 School Year _____ Proposed # of Days: _____ Actual Days: _____
---	---

Please send your hours to tnelson@psd1.org by _____. Thank you!

A. Student Leadership (DECA, FFA, FCCLA, SKILLS USA or equivalent): project supervision, community service activities and coordination, student visitations. **Leadership affiliation:** _____

Hours Claimed
(complete at the end of the year)

Activity	Date	From/To (ex: 4:00-5:00 pm)	# of Hours	Hours Claimed

B. Advisory Committee Meetings and Activities: attendance at meetings and participation in advisory committee sponsored activities.

Committee(s): _____

Activity	Date	From/To (ex: 4:00-5:00 pm)	# of Hours	Hours Claimed

C. Program Requirements: Updating Frameworks, 4-Year plan preparation and budget planning and tracking, inventory, equipment and CTE lab maintenance.

Activity	Date	From/To (ex: 4:00-5:00 pm)	# of Hours	Hours Claimed

D. Career Connected Learning and Dual Credit: Planning and documenting work-based learning and IRC's, maintaining articulation agreements, and grading for dual credit.

Activity	Date	From/To	# of Hours	Hours Claimed

Signature of Employee: _____

TOTAL HOURS _____