CONTRACT

between the

PASCO SCHOOL DISTRICT NO. 1

and the

PASCO ASSOCIATION OF EDUCATORS

September 1, 2024 – August 31, 2027





CONTRACT
between the
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and the
PASCO ASSOCIATION OF EDUCATORS 2024-2027

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CONTRACT
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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:
Librarians
Teachers
ESA Certificated Personnel:
School Behavior Analysts School Counselors
School Nurses School Occupational Therapists School
Orientation & Mobility Specialists School Physical Therapists
School Social Workers
School Speech Language Pathologists/Audiologists

B. Substitute Teachers **and Substitute ESAs**

1. Long Term Substitute

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

ARTICLE I – ADMINISTRATION
ARTICLE II – BUSINESS
ARTICLE III – EMPLOYMENT CONTRACTS
ARTICLE IV – PERSONNEL
- Section 1: Certificated Employee Rights
- Section 2: Academic Freedom
- Section 3: Staff Protection
- Section 4: Personnel Files
- Section 5: Certificated Employee Appraisal Procedure (semester or longer)
- Section 7: Noninstructional Duties

ARTICLE V – GRIEVANCE PROCEDURES
ARTICLE VII – COMPENSATION
- Section 1: Salary Criteria
- Section 2: Insurance Benefits (semester or longer)
- Section 4: Edwin Markham Travel

ARTICLE VIII – LEAVES
- Section 1. A: Prorated Illness, Injury, or Emergency only
- Section 1. D: Association Leave

ARTICLE IX – WORKING CONDITIONS
- Section 1: Assessment
- Section 2: Certificated Employee Facilities
- Section 3: Employee Workload
- Section 4: Chronic High Needs
- Section 5: Procedures for Handling Workload/Overload Concerns
- Section 7: Student Discipline
- Section 8: Weapons, Assaults, Threats and Bullying
- Section 9: Classroom Visitation
- Section 11: Department Heads (Secondary)

ARTICLE X – SPECIAL EDUCATION
ARTICLE XI – DURATION

2. Thirty (30) Day Casual Substitute

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

PSD teachers will earn $25 more than the base pay for substitutes. The district may raise the rate to remain competitive with area districts.

C. Definition

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

D. Gender

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

Section 2: Management Rights

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

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

Section 3: Status of the Contract

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

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

Section 4: Maintenance of Benefits

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

Section 5: No Strike/No Lockout

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

Section 6: Conformity to Law

This Contract shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Contract, or any application of this Contract to any employee or groups

of employees covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Contract shall continue in full force and effect.

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

Section 7: Distribution of Contract

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

Section 8: Subcontracting

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

Section 9: Board Policy

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

1. Apprised of any new initiative the board may be contemplating.

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

3. Provided time to address the board concerning the policy before adoption.

4. Provided an opportunity to bargain impacts to wages, hours, and terms and conditions of employment before any such policy is implemented.

ARTICLE II – BUSINESS

Section 1: Exclusive Professional Dues Rights

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

Section 2: Fair Share Representation Fee (RCW 41.59.060)

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

Section 3: Payroll Deductions

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

Section 4: Association Rights and Privileges

A. Meetings with Superintendent

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

B. Requested Information

The District shall furnish to the Association upon request information concerning the financial resources of the District, including but not limited to annual financial reports and audits, register of certificated employees (to include home addresses, phone numbers and work locations), agendas and minutes of all Board meetings, names and addresses of all certificated employees. Further, the district shall provide information as requested by the PAE President, lead bargainer or Uniserv director within five (5) days of the request being made.

C. Grievance Proceedings

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

D. School Facilities and Equipment Use

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

E. Access to Members

The Association and its agents shall have access to its members during contracted working hours so

long as there is no disruption to the educational environment.

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

F. Posting of Association Notices

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

G. Lesson Plans and Other Professional Documents

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

ARTICLE III - EMPLOYMENT CONTRACTS

Section 1: Employment Contracts

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

A. Continuing Contract

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

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

B. Leave of Absence Contract (Known Duration)

A temporary contract of known duration shall mean an employee explicitly contracted for a specified time beyond twenty (20) days as a replacement employee for an employee who is on a leave of absence. Said replacement employee shall be eligible for salary placement prorated to a daily basis, proration of sick leave, **and** insurance **(if qualified under SEBB rules)**. Said employee shall be evaluated under the evaluation procedure found herein if the employee is contracted for

forty-five (45) days or more. Such employee shall have full rights under this contract with the exception that salary, and sick leave shall be prorated. The employee shall not have appeal rights when the employment contract is terminated. Evaluation shall be as a provisional employee.

C. New Classroom Employee

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

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

Section 2: Contracts, Workday, and Payment

A. Basic Individual Employee Contracts

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

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

B. Release from Contract

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

C. Length of Contract

1. The professional contract for employees for the duration of this contract shall be for one hundred eighty (180) days. If the state discontinues funding for one hundred eighty (180) days, the contract will convert to the days allocated by the State. Compensation shall include items such as student evaluations, class preparation, reporting student progress, up to two (2) building activities, and other flexible duties including curriculum and materials implementation. **Employees required to work past the contracted workday for reasons referenced in other areas of the contract (including IEP team/MDT meetings), if not already compensated, shall receive Extra Duty Pay (EDP).**

   Compensation for additional time and responsibilities beyond the base contract will be

granted. Professional development days from the State will be applied to the Time portion of pay (Tier 2) so that the prior local allocation for the days can be applied to the salary schedule.

2. Time Portion—Designated Optional Days

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

D. Educational Staff Associates Length of Contract

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	1**4** 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:

1. 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.

2. Wages, hours, benefits, increments, planning, and teaming (if applicable) for part time employees shall be prorated.

3. All part time employees have the same duties and responsibilities in relation to their assignments as do full time employees.

4. Part time employees shall be issued provisional or continuing contracts based on their contract status.

F. Supplemental Contracts

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.
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.).**
f.

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.

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

G. Length of Workday

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

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

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

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

1. Elementary

Employees shall be at their respective school building for the benefit of students and patrons at least thirty (30) minutes before the student day begins. Specific report and end times will continue from the previous school year unless otherwise determined through shared decision making (Article IX - Section 10).

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

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

2. Secondary

Employees shall be at their respective school building for the benefit of students and patrons at least fifteen (15) minutes before the student day begins. Specific report and end times will continue from the previous school year unless otherwise determined through shared decision making (Article IX - Section 10).

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

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

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

3. Secondary **Planning**

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

4. Elementary **Planning**

   a. Each elementary employee shall be entitled to two hundred seventy-five (275) minutes of planning time per week, with at least two hundred (200) minutes scheduled in not less than fifty (50) minute blocks four (4) days per week. An additional two (2) minutes will be added to the current thirteen (13) minutes of planning for a total of fifteen (15) minutes daily that are adjacent to lunch.
   b. The first contractual Wednesday of each month, excluding conference months, will be reserved for building/district **professional development**. At the discretion of the staff, the remaining Wednesdays will be made available for planning and collaboration. Upon request, the Principal may release Specialists and Special Education teachers from the building/district's contractual Wednesday.

5. **Professional Learning Community/Teams (PLCs/PLTs)**

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

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

6. Teaming Time

   a. If teaming time is provided, the use of teaming time will be collaboratively determined by the team, including the applicable teachers and administrators.
   b. Administratively approved team time that falls beyond the workday shall be voluntary and compensated at the extra-duty pay rate. No member will be forced to work beyond their contracted workday.
   c. At the middle school level, the number of required team meetings shall be collaboratively determined by the team, including the applicable teachers and administrators. Planning time shall not be reduced to provide teaming time.
   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. VEBA

For the 2024-2025 School Year:

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

Beginning in the 2025-2026 School Year:
The District will contribute $800 per FTE annually to employee VEBA accounts, distributed on an equal basis per FTE. The contribution will occur once per year in a lump sum, corresponding with the benefit enrollment period.

If the Association elects to participate, each employee will contribute one percent (1%) of their annual base salary, divided equally over twelve (12) months to their individual VEBA accounts by payroll deduction.

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

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

J. 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 planning time.

2. Each building shall submit a substitute rotation plan to the district by September 30 annually. Updates to the rotation schedule will be made when staffing changes occur and provided to the Association upon request. The substitute rotation plan shall be made available to the

Association and will be posted on the staff bulletin board. If there is no designated faculty area, there will be space provided in the mail room.

3. **The substitute rotation list will be posted at least weekly to indicate who is up on the rotation, who has missed the rotation, and who has recently been called on for the rotation.**

4. Involuntary subbing during planning time shall be assigned equitably among all certificated employees.

5. No deferred planning time or compensation will be required for emergency interruptions unless such interruptions result in an extension of the workday to supervise students.

6. No deferred planning time or compensation will be required for assemblies or other scheduled interruptions.

7. Should an employee have their duty-free lunch period encroached upon, the association will file a step four (4) grievance of binding arbitration.

8. Part-time employees who are hired to substitute during their non-contracted time will be compensated per Article I – Section 1: B.

K. Paired Teaching Assignments

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

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

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

Conditions for paired assignments shall include:

1. The employees will attend parent conferences, be responsible for staff information, and complete other assignments as do full time employees.

2. The employees will arrange their schedules to allow joint planning time.

Section 3: Calendar

A. Calendar Development Criteria

1. Instructional Days

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

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

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

    a. Labor Day (first Monday in September)
    b. Veterans Day
    c. Thanksgiving Day (fourth Thursday in November)
    d. Day immediately following Thanksgiving (fourth Friday in November)
    e. Christmas Day
    f. First Day of January
    g. Martin Luther King Day (third Monday in January)
    h. President's Day (third Monday in February)
    i. Memorial Day (last Monday in May)
    j. Juneteenth

4. Detail of Winter Break

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

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

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

6. Other Calendar Days

    a. Early release days, professional days, term days, conference days will remain as agreed. Snow days, if needed, shall be added to the end of the school year.
    b. Any other changes shall be bargained **to maintain the integrity of the grading period.**

7. Final Instructional Day

    a. The final instructional day of each year will occur with staff check-out beginning no later than forty-five (45) minutes after students are released.

b. Building administrators in the Pasco School District will not require checkout processes that require staff to do the work of other bargaining units.

8. Conferences

   a. Fall and Spring conferences will be held at the end of the grading period.
   b. Professional Development will not be held during any conference months.

9. All trimesters will be 60 days. **All semesters will be 90 days, consisting of two (2) forty-five-day (45) quarters.**

10. The calendar will be finalized between the parties, prior to March 15th.

B. Emergency School Closure and Delayed Openings

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

Section 4: 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 participating in

conferences.

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

Conferences will not take place outside the contracted workday.

Beginning in the 2025-2026 School Year:
Fall and spring conferences will be held on one (1) non-student, modified schedule day to allow for afternoon and evening conferences at the end of the grading period (first trimester for elementary school and first quarter for middle school). (4632)

ARTICLE IV – PERSONNEL

Section 1: Certificated Employee Rights

A. Individual Rights

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

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

B. Right to Join and Support Association

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

C. Right to Due Process

1. Due Process

Employees have the right to due process in any matter which may adversely affect the employee's contractual employment status with the district. Employees shall not be reprimanded, disciplined,

suspended, reduced in rank or compensation, non-renewed or discharged without just cause. The right to due process includes:

a. written notice of any meeting with a district representative. Such notice must include a statement of the nature of the meeting and the employee's right to representation;
b. the right to representation in any meeting with a district representative. When a request for representation is made, no action shall be taken until the employee has secured representation of member's choice among the association, but no meeting shall be delayed more than three (3) working days without mutual agreement.
c. notice of allegations or charges against the employee;
d. the right to face their accuser(s);
e. the opportunity to respond and present evidence in their own defense;
f. the opportunity to fully participate in a formal investigation if such an investigation is initiated by the district;
g. the expeditious handling of the hearing
h. notification of law enforcement involvement/contact made by the district.
i. PAE will be notified when an employee is being placed on paid administrative leave, the reason for the leave, and when an investigation will occur. PAE may request updates on the status of pending investigations.

2. Procedure

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

a. Informal Meeting
   i. When a concern or problem is brought to the attention of the supervisor, an informal meeting may be held between the supervisor and the employee.
   ii. No disciplinary action will result from an informal meeting, and no documentation of the informal meeting may be placed in the employee's personnel file.
   iii. Any directives issued shall not constitute disciplinary action.
   iv. A timeline for implementing the resolution will be mutually agreed upon between the employee and the supervisor.
   v. Employees retain the right to representation in an informal meeting and shall be notified of said right upon the scheduling of the meeting.
b. Formal Meeting
   i. The employee will be given written notice of a formal meeting.
   ii. The employee will also be provided with written allegations or information forming the basis of any formal charge against the employee. **The PAE president will be informed by the district what the allegations are.**
   iii. If a verbal warning is issued as the result of a formal meeting, it shall not be written. Any notations related to a verbal warning shall be placed in a working file and shall be

destroyed no later than one (1) year after the incident.

iv. Any written reprimand resulting from a formal meeting shall state that the reprimand will be placed in the employee's personnel file.

v. Employees retain the right to representation in a formal meeting **and shall be notified of said right upon the scheduling of the meeting.**

Section 2: Academic Freedom

A. Definition

An employee must be free to think and express ideas, free from undue pressure of authority, and free to act within the professional group. Such freedom must be unrestricted except as it conflicts with the basic responsibility to utilize the current District-authorized courses of study.

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

1. The right to teach and learn about controversial issues which have economic, political, scientific, or social significance.

2. The right to use materials and strategies which are relevant to the levels of ability and maturity of the students and to the purposes of the school system.

3. The right to maintain a classroom environment which is conducive to the free exchange and examination of ideas which have economic, political, scientific, or social significance.

4. The right of employees to participate fully in the public affairs of the community.

5. The right of employees to allow students to have the expression of divergent ideas as long as the expression of their dissent is done within the guidelines of debate and discussion which are generally accepted by teachers in a normal classroom environment.

6. The right of employees to a free expression of conscience as private citizens with the correlative responsibility of a professional presentation of balanced views relating to controversial issues as they are studied in the classroom.

B. Responsibilities

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

1. A commitment to support the Constitution of the United States.

2. A concern for the welfare, growth, and development of children.

3. An insistence upon objective scholarship.

C. Professional Judgment

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

D. Curriculum Development and Delivery

The District and Association share a mutual interest in obtaining, developing, and delivering high quality curriculum in all subject areas. The expertise, insight, and creativity of the employee are essential to the development and delivery of curriculum that meets the diverse needs of students. **No bargaining unit member will be required to translate any adopted curriculum or instructional materials selected by the district. Employees must consider the language of instruction for students when selecting additional instructional materials for occasional use in the classroom.**

E. Procedures

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

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

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

1. Basic textbooks shall be selected according to RCW 28A.320.230, the applicable rules, regulations, and guidelines of the Office of the Superintendent of Public Instruction and the State Board of Education.

2. Instructional materials supportive to the basic textbooks for each course and/or grade level shall be selected by the appropriate course and/or grade level teachers.

3. Additional instructional materials may be selected by individual teachers for occasional use in the classroom. Such materials are to be relevant to the levels of ability and maturity of the students, to the content of the course and to the purposes of the school system.

F. Curricular Resources

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

G. Intervention Materials

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

H. Assessment

See Appendix **for Assessment Calendar.**

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

Section 3: Staff Protection

A. Liability Insurance

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

B. Subrogation Clause

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

C. Legal Counsel

Legal counsel shall be provided subject to the terms of the District's insurance policy to any certificated employee against whom a lawsuit is initiated, provided such employee, at the time of the act or omission complained of, was acting within the scope of employment or under the direction of the District.

D. Notification When Verbally or Physically Threatened (RCW 28A.635)

Insulting or abusing staff or intimidating any staff by threat of force or violence is unlawful under RCW 28A.635, to include insults or abuse directed at individual staff. 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.

E. Legal Redress

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

F. Industrial Injury

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

G. Video Surveillance

1. **The primary purpose of electronic and video monitoring shall be to ensure the health, welfare and safety of all employees, students, and visitors to district property, and to safeguard district facilities and equipment.**

2. **Video cameras and other electronic monitoring equipment or systems may be used in common areas, such as gymnasiums, hallways, playgrounds, and cafeterias.**

3. **Appropriate use of the District's video and/or electronic recording system records includes compliance with the student discipline language within this contract.**

4. **The parties have agreed that no surveillance equipment or recorded material will be used by the Pasco School District for the purpose of finding misconduct or issuing discipline without an underlying complaint being referred to the district.**

5. **No administrator or district employee will use electronic surveillance recordings with the intent to identify potential misconduct of employees without an underlying complaint being referred to the district. Information obtained from surveillance cameras will not be used as a basis for disciplinary action, except to verify or contradict a specific, credible allegation. If, when viewing video for legitimate purposes, a district administrator finds policy violations or criminal behavior, the district may use the video to address the situation.**

H. Benefits During Disability

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

I. Loss of Personal Property

1. **Non-Vehicle Personal Property** - The District agrees to provide reimbursement to employees for loss of personal property, or damage thereto when damage or loss occurs when the property is located on the grounds or building of the school district for purposes related directly to job related responsibilities. Such obligations shall be limited to a maximum claim of five hundred dollars ($500) per incident **with claims not to exceed one thousand dollars ($1,000) per employee in any school year.**

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

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

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

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

J. Notification of Police

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

Section 4: Personnel Files

A. Procedure

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

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

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

B. Contents of Personnel File

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

1. Copy of the employee's current certification

2. Copies of annual contracts

3. Copies of other information relating to salary and benefits

4. Transcripts of academic college/university work as supplied by the employee

5. Correspondence

6. All final evaluation forms

7. All correspondence placed in the personnel file shall be date stamped on the date the material was received as well as when said material was placed in the employee's file.

C. Working/Evaluation Files

Working files maintained by administrators for their own use may be reviewed at any time by the employee with the exclusive right of addendum by the employee. Such files shall not be passed on from one administrator to another nor shall such files follow the employee from one assignment to another. Working files shall be cleared at the end of each school year, except that notations of verbal warnings may remain for one calendar year from occurrence.

D. Criminal Investigation File

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

E. Certificates and Transcripts

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

F. Requests for Personal Information

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

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

Section 5: Certificated Employee Appraisal Procedure

A. Classroom Teachers: TPEP

1. Introduction

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

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

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

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

"To identify in consultation with classroom teachers and certificated support personnel

observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance."

2. Definitions
   a. Criteria shall mean the eight (8) state defined evaluation criteria to be scored.
   b. Component shall mean the sub-section of each criterion.
   c. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.
   d. Artifacts shall mean any products generated, developed, or used by a certificated teacher. **Artifacts will be collected by the evaluator and are not the responsibility of the teacher. These artifacts could be the results of natural harvest (i.e. posters, student work on the wall, etc.).** Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
   e. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment.

      Input from students, parents, or anonymous sources shall not be used as evidence for evaluations. Any derogatory anonymous material will be destroyed.
   f. Not Satisfactory shall mean:
      i. Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
      ii. Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
   g. Student Growth Data shall mean the change in student achievement between two points in time within the current school year. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Student growth data will be taken from multiple sources identified by the teacher, may include formative and summative assessment data, and must be appropriate and relevant to the teacher's assignments.

3. State Criteria, Framework, and Scoring
   a. The state evaluation criteria are:
      i. Centering instruction on high expectations for student achievement,
      ii. Demonstrating effective teaching practices,
      iii. Recognizing individual student learning needs and developing strategies to address those needs,
      iv. Providing clear and intentional focus on subject matter content and curriculum,
      v. Fostering and managing a safe, positive learning environment,
      vi. Using multiple data elements to modify instruction and improve student learning,

vii. Communicating and collaborating with parents and the school community, and
viii. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

b. Instructional Framework

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

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

c. Criterion Performance Scoring

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

d. Summative Performance Rating

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

i. 8-14—Unsatisfactory
ii. 15-21—Basic
iii. 22-28—Proficient
iv. 29-32—Distinguished

e. Student Growth Criterion Score

i. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below:
   (1) 5-12—Low
   (2) 13-17—Average
   (3) 18-20—High

ii. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. **Educators with any individual student growth component score of a "1" cannot have a student growth impact rating higher than "Low" regardless of the sum of all their student growth components.** If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. **A "Low" student growth impact rating also triggers a student growth inquiry, regardless of the summary rating.** The teacher and evaluator will mutually agree to engage in one of the following:
   (1) Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
   (2) Examine extenuating circumstances possibly including: goal setting

process/expectations, student attendance, and curriculum/assessment alignment;

(3) Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;

(4) Create and implement a professional development plan to address student growth areas.

4. Applicability and Evaluation Cycle

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

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

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

5. Professional Development

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

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

6. Procedural Components of Evaluation

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

b. Teacher Self-Assessment

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

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

c. Student Growth Goal Setting:

The final, revised Student Growth Goal rubrics will be used in all teachers' evaluations beginning in the 2024-2025 school year.

d. Artifacts and Evidence:
   i. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
   ii. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference and be used to determine the final evaluation score.
   iii. A teacher may but shall not be required to submit artifacts and evidence for completion of the evaluation.

e. Informal Observations
   i. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
   ii. An evaluator may conduct any number of informal observations.
   iii. Observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.
   iv. Informal observations may be documented in writing and if documented, a copy will be provided to the teacher within ten (10) contracted work days of the informal observation. If there is an area of concern based upon any such informal observation, the written documentation of the observation must be provided to the teacher in order for that evidence to be used in the evaluation process.
   v. Any time after an informal observation a teacher may request a post-informal observation conference to discuss the informal observation.

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

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

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

7. Comprehensive Evaluation

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

a. Pre-Observation Conference:
   i. The pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

b. Formal Observations:

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

ii. The observations will occur no later than five (5) contracted workdays after the pre-observation meeting. The parameters of Article IV - Section 5: B. 2. apply.

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

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

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

c. Post-Observation Conference

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

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

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

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

d. Final Summative Evaluation Conference

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

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

iii. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

iv. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

v. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation. **Electronic comments and rebuttals may be submitted.**

No later than August of 2025, the evaluation materials aligned to the 2011 version of

the Danielson Group's instructional framework will no longer be available for use in evaluations.

8. Focused Evaluation

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

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

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

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

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 their 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 their 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.

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

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

2. General Procedure

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

a. One thirty (30) minute observation shall be scheduled by the evaluator at least two (2) days in advance with the employee.
b. Both of the two (2) required observations shall be at least thirty (30) minutes in length.
c. Employees will be evaluated using one of the three models:
    i. Long form—The Professional Development Plan (PDP) will be used by all new Pasco employees during their first four years, all experienced employees every 5th year, any employee experiencing teaching difficulty, and any employee desiring professional growth and development.
    ii. Short form—After four years of satisfactory evaluations, the Goal Setting Model or the Checklist Model may be used.
    iii. The appraisal timeline is as follows:
        (1) Years 1, 2, 3 and 4 – long form (four years of satisfactory evaluations)
        (2) Years 5, 6, 7 and 8 – short form (goal setting or checklist)
        (3) Year 9 – long form
        (4) After year nine – four (4) years short form, one (1) yearlong form
d. At the request of either the administrator or the employee, a post observation conference shall be held.
e. Only contractually approved **Danielson Framework for Teaching** forms shall be used in the evaluation (see appendix). The employee shall not be required to submit additional documentation as part of the evaluation process.
f. The building principal, or their administrative designee shall have the responsibility for evaluation of employees under their supervision.
g. An itinerant employee shall be evaluated by their program supervisor appointed by the Employee Services administrator. All other supervisors served by this itinerant employee shall have the opportunity to provide observed and documented input into the employee's

evaluation.

h. During the school year if an employee is transferred to another position after the first trimester, an evaluation shall be made at the time of transfer.
i. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date whenever possible.
j. Observations shall not be conducted at the following times unless specifically approved by the employee:
   i. the first week of the school year;
   ii. the school day before and after Thanksgiving, winter, and spring vacations;
   iii. the first day after a substitute has been teaching the class;
   iv. on an early release day at the secondary level.
k. All observations shall be completed by May 25.
l. An employee shall have the right to have an Association representative present during a follow-up conference.
m. The final evaluation will be a permanent part of the employee's personnel file.

3. Rules and Procedures for Use with the Goal Setting Model (Short Form)
   a. The purpose of this model is to develop teaching and job-related goals between the employee and supervisor. The focus is to increase teaching effectiveness and student learning.
   b. The goal-setting conference should be held no later than October 30.
   c. There are three basic parts of the goal-setting conference:
      i. Establishing goal(s) - Goals are established between the employee and the supervisor.
      ii. Determining methods for collecting data relative to the goals - As each goal is established, the means for collecting data to determine progress shall be determined by the supervisor and the employee. The method selected should be appropriate to the goal. There are no specific requirements as to the type or frequency of methods.
      iii. Writing a description of the goal-setting conference - Pre-Appraisal Conference (Goal Setting) form in the Appendix provides a standard form to be used by the supervisor for writing a description of the goal-setting conference. The form should be written during or immediately after the conference and shared with the employee.
   d. During the appraisal period, employees and supervisors are expected to work together toward the goals established in the goal setting conference. Data collection, observations, interaction, and other activities should facilitate goal attainment.
   e. The final appraisal conference should be held at the end of the appraisal period, normally by the last week in May. The conference should be the joint discussion of the year's activities, the implications for future goals and continued self-growth.

4. Procedures for Use of the Checklist Model (Short Form)

   Results of the evaluation shall be documented using the Final Appraisal Report (Checklist) found in the Appendix.

5. Procedures for Use of Professional Development Plan (PDP) (Long Form)
   a. New employees shall be observed at least once for a period of thirty (30) minutes during the first ninety (90) calendar days of their employment period.
   b. One thirty (30) minute observation shall be conducted when applicable by the end of the first trimester.

c. The evaluator's results on the Professional Development Plan (PDP) shall serve as the basis of a post observation conference held within ten (10) contracted workdays of the observation. During said conference, the employee will be given a copy of the completed PDP and the evaluator will discuss the contents of the PDP with the employee.
d. The evaluator shall summarize the findings of the required observations and document them on the Final Appraisal Form (Professional Development Plan) found in the Appendix.

6. Completion of Report Forms and Evaluation Timelines
   a. Signature by the employee indicates only that the employee has read the document. In signing the forms, the employee does not waive any right to due process or appeal, and the signature does not in any way signify agreement with the contents of the document. The employee has the right to attach a written statement in the appropriate section of the form including any addendum if desired.
   b. The Final Appraisal Report will be signed by both the evaluator and the employee within five (5) days of the evaluation conference. Reports shall be given to the employee and a conference shall be held with the evaluator to discuss the summary of all observations.
   c. Final Appraisal Report Forms are to be completed by the evaluator before June 1. The original appraisal form with any employee addendum will be submitted to the Superintendent or a designee for review, and this original will be filed in the employee's personnel file. The second copy with any addendum is to be delivered to the employee at the close of the final conference and the third copy with any addendum is to be retained by the evaluator. For employees on the Goal Setting Model, the Pre-Appraisal Conference form will also be filed in the personnel file.
   d. Professional Development Model (PDP)
      If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms:
      i. designate and describe performance deficiencies;
      ii. recommendations for improvement;
      iii. explanation of limiting accountability factors, if applicable.

7. Procedures for Unsatisfactory Final Evaluation

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

Section 6: Probationary Procedure

A. General Statement

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

B. Procedure

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

C. Establishment of Probationary Period

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

1. A statement of the problem in terms of specific instructional deficiency as related to the evaluation criteria;

2. Remediation Plan which includes the following:
   a. a statement of expectations delineating what levels of performance would constitute basic performance in the areas defined;
   b. a program for assistance by the evaluator which spells out courses of action whereby the employee will be assisted and counseled in improving their performance to a basic level.

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

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

D. Evaluator's Post Probation Report

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

1. Removal of the probationary status;

2. Removal of the probationary status if accompanied by a letter identifying areas where further

improvement is required;

3. To non-renew the employment contract of the employee.

E. Action by the Superintendent

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

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

F. Retention of Records

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

Section 7: Noninstructional Duties

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

Custodial work shall not be required of certificated employees. Concerns originating at the building level may be brought to the attention of the Superintendent/designee through the Article II - Section 4: A.

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

Section 8: Student Teachers and Interns

A. Voluntary Acceptance

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

B. College Obligation

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

C. Dismissal of a Student Teacher

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

D. Experience

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

E. Mentoring Teacher Absences

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

ARTICLE V - GRIEVANCE PROCEDURES

Section 1: Purpose

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

Section 2: Definitions

A. Grievant

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

B. Grievance

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

written statement.

C. Days

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

Section 3: Informal Communications

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

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

Section 4: Procedures and Steps

An employee making a grievance, or the Association on behalf of an employee, shall present in writing to their immediate supervisor the grievance form within thirty (30) contract days following the occurrence of the violation or alleged violation of this Agreement. If the Association is notified by the employee of a contract violation, the Association shall have thirty (30) contract days following notification to file a grievance or sixty (60) contract days from the date of occurrence of the violation, whichever occurs sooner. The timelines and procedures herein shall be strictly followed unless waived in writing by the parties. Failure of the Grievant to follow the timelines shall mean the grievance is withdrawn. Conversely, failure by the District to follow the timelines shall automatically qualify the grievance for advancement to the next step.

Grievances relating to interpretation and/or application of this Agreement when filed in the name of the Association may be initiated at Step 2 as provided hereinafter.

A. Step One — Immediate Supervisor

The Grievant(s) submits a grievance review request (form A) to the immediate supervisor. The supervisor shall schedule a formal meeting within five (5) days after the receipt of the request and shall render a written decision to the Grievant(s) within five (5) days after the formal meeting. A copy of the grievance review request shall be sent to the Superintendent and to the Association President. A copy of the written decision shall be sent to the Superintendent and to the Association President.

B. Step Two — Appeal to Superintendent or Employee Services Designee

If the Grievant(s) is not satisfied with the decision of the immediate supervisor at Step One, the Grievant may refer the grievance to the Superintendent or designee within five (5) days after the receipt of the decision prescribed herein, with a copy to the Grievant'(s) immediate supervisor. The Superintendent or Employee Services designee shall meet with the Grievant(s) within five (5) days after the grievance has been referred to them. Both the Superintendent/designee and the

Grievant(s) may have other persons present at the meeting who might contribute to an acceptable adjustment of the grievance.

The Superintendent/Employee Services designee shall render a written decision concerning the grievance and any other adjustment within five (5) days after the grievance has been heard. Copies of the decision by the Superintendent/Employee Services designee shall be sent to the Grievant, the Grievant'(s) immediate supervisor, and to the Association President.

C. Step Three — (Optional) Appeal to Board of Directors

If the grievance involves Board policy or administrative regulations, or if the Grievant is not satisfied with the disposition of their grievance at Step Two, or if the Superintendent/ designee has not provided a written decision within the time limits prescribed in Step Two, then the Grievant, or at their request the Association acting on their behalf, may request a meeting with the Board of Directors. If a request for a meeting or a Demand for Arbitration (for those grievances subject to arbitration) is not delivered to the Superintendent within thirty (30) days after the meeting prescribed in Step Two is held, then the grievance will be deemed withdrawn. The Board, or a committee thereof, shall meet with the Grievant and Association representatives within fifteen (15) days after the superintendent receives the request for such meeting. Within fifteen (15) days after such meeting the Board shall render a written decision regarding the grievance. It is not required that a grievance go to the Board prior to arbitration, nor shall taking the matter to the Board change the eligibility for arbitration.

D. Step Four — Binding Arbitration

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

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

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

1. Guidelines: The arbitrator shall render a decision in writing not more than thirty (30) days after the close of the hearing. During the arbitration, neither the District nor the Association will be permitted to assert any evidence not previously disclosed to the other party. Each party shall bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the arbitrator and any administrative fee for arbitration.

2. Powers of the Arbitrator: The arbitrator shall have no power to alter, add to or subtract from

the terms of this collective bargaining agreement.

Section 5: Freedom from Reprisals

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

Section 6: Election of Remedy

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

Section 7: Release Time

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

ARTICLE VI - LAYOFF AND ASSIGNMENT

A. Section 1: Layoff and Recall

A. Definitions

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

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

B. Layoff Procedure

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

1. The District shall compile and publish a seniority list by January 31. The seniority list shall be posted in each building, posted on the Employee Services webpage on the district website, and two (2) copies given to the Association. Challenges to seniority placement shall be made in writing to the Association and Employee Services Office by February 28. A corrected seniority

list shall be published and posted in each building, posted on the Employee Services webpage on the district website, and two (2) copies given to the Association by March 15. No changes except to correct typographical errors will be made after March 15.

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

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

   a. All retire-rehire employees are non-renewed;

   b. All leave replacement employees are non-renewed.

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

5. Reduction in work force shall be accomplished based on the total number of years in Washington State, then in the bargaining unit in 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 Employee Services Office shall be the determining factor. Ties in seniority shall be broken by lot.

6. The parties will consider the District's Affirmative Action Plan.

7. Part-time employees, if retained, will be entitled to a part-time position.

8. If an employee is on laid off status, that employee retains the right to Association membership and all benefits therein.

C. <u>Placement Criteria</u>

1. All employees retained shall hold certification and/or endorsement as required by the State or Federal program requirements.

2. Employees not assigned to a position for the ensuing school year will be notified in writing of layoff by the Board by May 15 of the current school year unless dictated by legislative action.

3. An employee receiving written notification of layoff shall retain an employment relationship with the District by being automatically placed on lay-off and recall status.

4. Employees on leave are subject to the layoff and recall procedure.

5. Any employee accepting a temporary position will not forego their seniority recall option in the event a permanent position becomes available.

6. No laid off employee will be required to accept recall. Employees may refuse a call back and maintain their right to recall for the following two (2) contract years (September 1–August 31).

7. Employment of substitutes shall come from those employees on layoff status.

8. Upon the request of an employee, the District shall make provision for the continuance of an employee's participation in any District group insurance program. The employee shall pay the entire premium to the District payroll office on a monthly basis.

9. If the state requires a change in certification for an employee to maintain their current position, the District will facilitate training and/or cover costs of clock hour or courses necessary for the employee to complete the certification change. If a position is changed or eliminated for any other reason, the District will follow the Assignment, Transfer, and Vacancy process outlined in Article VI – Section 2.

D. Recall

Recall shall be by reverse order according to State and Federal program requirements.

1. The District shall give written notice of recall by sending a registered letter to the employee at their last known address.

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, and 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 (5) years.
   b. At the middle school or high school level:
      i. A change which requires the employee to teach outside their endorsement; **or**
      ii. A change which requires an employee to teach a subject area which they have not taught within the last five (5) 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.

8. Exploratory assignment is when employees seek assignments which enhance professional growth or provide for the opportunity to experience new challenges within the district.

B. <u>Sequence of Reassignments</u>

1. Identification of district needs;

2. Written posting of building needs;

3. Request for voluntary reassignment;

4. Placement of voluntary reassignment;

5. Placement of involuntary reassignments.

C. <u>Sequence of Transfers</u>

1. Identification of building needs;

2. Reporting of district vacancies to the Association;

3. Posting of all available vacancies;

4. Request for voluntary transfers in overstaffed buildings;

5. Placement of voluntary transfers in available positions;

6. Placement of involuntary transfers resulting from overstaffing;

7. Placement of staff returning from leaves of absence based on qualifications and

seniority;

8. In-district transfer requests;

9. Requests from part-time employees desiring to work full-time;

10. Hiring from outside of the district.

D. Notification of Assignment

Prior to the end of the school year, employees will be notified of known changes in the employee's assignment for the following year. Employees will immediately be given written notification of major reassignment changes which become necessary subsequent to the end of the school year.

E. Voluntary Transfer

1. The District will solicit requests for transfers from employees by March 1 of each year. This does not preclude employees who later become aware of specific openings from making application to the Employee Services Office for a particular professional opportunity at whatever time an opening might occur.

2. Requests for transfer shall be kept on file.

3. An employee may submit an application for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure Article VI – Section 2: F.

4. Applications for vacancies shall be in writing and should be received in the Employee Services Office by the end of the posting period.

5. If an employee's request for transfer is denied, the employee shall be notified in writing or by conference with the Employee Services administrator of reasons for the denial.

6. Employees assigned to bilingual or special education classes shall not be denied transfer rights.

F. Posting of Vacancies

1. Vacancies shall be announced first within buildings by posting a paper copy and emailing to building staff **and impacted** itinerant staff to allow voluntary reassignment of staff within a building or program. Individual employees considering reassignment shall be granted no less than forty-eight (48) hours to consider such reassignment. **If in-building postings are not emailed to all employees, including impacted itinerant staff, then the forty-eight (48) hours extends from the time when all staff are notified.** Vacancies remaining available after reassignments shall be posted online for at least three (3) days during the school year. Each vacancy will be posted online for at least five (5) days during summer vacation.

2. The announcement shall include the following requirements:

a. A description of the open position and specific job requirements including site, subject, and

grade level;

b. Qualifications necessary to meet the requirements of the position as established by the State Board of Education and Washington Administrative Codes (WAC);

c. Additional information may be included but will only include essential functions of the job.

3. No assignment to fill the vacancy shall be made until after the closing date.

4. All posting templates will be emailed to the Association office. The association will be notified by the district prior to any changes to the posting templates.

5. Current qualified bargaining unit employees shall be interviewed if they apply for the position.

6. In filling vacancies, the District will give preference to qualified district employees based on the requirements listed on the job announcement and necessary qualifications for the position. Such qualifications shall be limited to:

a. possession of needed specialized instructional skills, such as language proficiency;

b. training or experience at the **endorsement** level or in the subject matter of the open position;

c. when two candidates are equal in specialized instructional skill and experience, then district seniority would be the determining factor; and

d. no unsatisfactory evaluations within the school district during the past two years unless mutually agreed upon by the Association and the District.

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

G. Involuntary Transfer/Reassignment Procedures

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

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

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

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

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

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

   a. K-5 regular education employees in the building; or

   b. K-12 program assigned employees within a building by program; or

   c. 6-12 regular education employees by qualifications.

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

6. Beginning with the most senior employee being involuntarily transferred/ reassigned, they will be allowed to choose an assignment for which they are certified and qualified from the available openings. In the event there are no openings in the building or district, they will be allowed to replace the least senior employee, according to the district seniority list published in January and finalized by March 15th of the current year, in a position for which they are qualified.

7. When an involuntary transfer occurs, the employee retains the option to return to the original site prior to the opening of the school year.

8. Employees who have been involuntarily transferred or reassigned to a grade level or subject area which they have not previously taught or in which they do not possess an endorsement will not be non- renewed for performance deficiencies primarily related to subject matter, professional preparation, and scholarship during the first (1st) year of their involuntary transfer/reassignment. Upon request, involuntarily transferred/ reassigned employees will be provided with the necessary mentoring.

9. An employee cannot be involuntarily transferred or have an involuntary major reassignment two consecutive years. Reassignment of staff must be made in accordance with educational needs, sensitivity to staff and program need.

10. Employees selected for involuntary transfer/reassignment shall be notified no later than May 15 unless circumstances, agreed upon by both parties, prevent it.

11. If a teacher's National Board-Certified Teacher (NBCT) "high poverty schools" bonus is reduced because of an involuntary transfer, the district will continue to provide a NBCT "high poverty schools" equivalent stipend based on eligibility of their former school for one (1) year immediately following the involuntary transfer. If a program-assigned teacher's National Board-Certified Teacher (NBCT) "high poverty schools" bonus is reduced because of the program needing to be transferred, the district will continue to provide a NBCT "high poverty schools" equivalent stipend based on eligibility of their former school until the building qualifies as a "high poverty school." It is the teacher's responsibility to notify the District Manager of Certificated Records of their NBCT status. **If a teacher works in more than one school, NBCT**

"high poverty schools" bonus will be based on the teacher's percentage time spent at a qualifying high poverty school (full-time equivalent).

H. District Support

1. An employee being involuntarily transferred or reassigned, or who voluntarily transfers due to displacement, shall be released from teaching for three (3) days to prepare for the new assignment or compensated for three (3) days at their per diem rate. Employees will determine whether they take the time provided, the compensation provided, or a combination thereof.

2. When an involuntary major assignment change occurs, the affected employee will be allocated $500 in special funds to purchase necessary resource materials. Additional training and support shall be offered to facilitate employee success in the reassignment. **This training will not be mandated during personal planning time.**

3. If any transfer or room change is to be made, the District shall provide packing supplies and shall provide help in moving the affected employee's materials. **Materials purchased with district funds, other than special program funds, belong to the district and not the building, so employees are entitled to take them to their new position.**

4. If there is an involuntary room change two (2) or more times within two (2) years, employees shall be compensated for one (1) day at their per diem rate for the second and any subsequent move(s).

I. Opening/Reopening a New School

When a new school is to be opened, the following procedures will be followed in transferring employees to that school:

1. When a new school is to be opened, the Superintendent/designee shall place on file in the Employee Services Office and with the Association a proposed organization plan of the school and affected sites as soon as said plans are available.

2. The organizational plan shall set forth the number of positions to be available at the new site together with required qualifications for each available position.

3. The number of transfer positions shall be determined based on the number of students transferred to the new site from existing sites.

4. Employees displaced by the above referenced transfer of students shall be given right of first refusal to the same or similar positions at the new site or in the district. The provisions in Article VI - Section 2. G. 3 shall govern this process.

5. The newly created positions which are in addition to those which correlate to transferred students shall be considered vacancies and posted for transfer.

6. All employees shall be provided with the opportunity to apply for transfer to the new school within thirty (30) days of posting the proposed organizational plan. Postings and hiring will

follow guidelines set forth in Article VI – Section 2. F.

J. Vacancies During the School Year

Employees may apply for vacancies which occur during the school year. Accepting a vacant position during the year does not invalidate contract status (provisional or continuing) should the position be discontinued the following year.

K. Openings after the first day of the school year:

1. The District will inform the Association of open certificated positions.

2. The open position will be posted and filled in accordance with Article VI - Section 2. F. 1-6.

3. The positions that open will be offered a contract in accordance with law and other provisions of this contract.

L. Employee Exploratory Assignment

Employees may express their desire to experience a change of assignment which provides for new opportunities and responsibilities.

1. Employees interested in seeking such assignments are encouraged to meet with the Employee Services administrator to discuss their specific interests. In such cases, the Employee Services, administrator in cooperation with a building principal, may designate an assignment as an "exploratory assignment."

2. Employees involved in this program may by March 15 of the year of their "exploratory assignment," indicate an interest in returning to a position similar to that which they have left or to their previous assignment if for some reason that position is open. In such cases, employees shall be given preferential treatment in consideration for open positions of a similar nature to that which they left or for the specific position they vacated.

3. If the employee does not indicate a desire to return to the former position by March 15 of the "exploratory assignment," then the provisions of this particular section do not apply.

ARTICLE VII - COMPENSATION

Section 1: Salary Criteria

A. Allocation and Implementation

Full experience increments shall be paid effective the first contracted day of the school year. Column adjustments shall normally be paid in the November payroll and shall be retroactive to the first contracted day of the school year.

B. Salary Schedule

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

C. Salary Criteria

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

   a. credits earned in accredited institutions;

   b. years of acceptable service;

   c. degrees;

   d. clock hours.

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

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

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

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

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

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

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

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

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

5. A quarter credit is equal to 2/3 of a semester credit. A semester credit equals one and one-half (1-1/2) quarter credits. Ten (10) clock hours are equivalent to one (1) credit.

6. Salary schedule credit may be granted by the Superintendent/designee as follows:

   a. In-service: An application must be submitted to the Superintendent/designee as per authorization forms for course approval in accordance with applicable state law.

   b. Work Experience: On-the-job experience related to the teaching field of a vocational teacher may be allowed for credit by the Superintendent/designee. Prior approval must be obtained in writing from the Superintendent/designee.

7. Employees receiving in-service per diem pay will also be eligible to receive clock hours or college credit if available and in accordance with normal prior approval procedures and OSPI rules.

8. **For the 2024-2026 School Years:**

   For each school year, the state inflationary index percentage provided by the legislature [currently identified as the Implicit Price Deflator (IPD)] or 3% whichever is greater, shall be applied to the salary schedule.

   For the 2026-2027 School Year:

   For each school year, the state inflationary index percentage provided by the legislature [currently identified as the Implicit Price Deflator (IPD)] or 3.1%, whichever is greater, shall be applied to the salary schedule.

9. **Employees holding a Doctorate will receive an annual stipend of $1,500.**

D. Placement on the Co-Curricular/Extracurricular Salary Schedule

The district will complete a comprehensive review of all clubs and programs that fall under extracurricular or co-curricular activities no later than November 1 every other year starting in the 2024-2025 school year. Any identified adjustments or changes will be bargained with PAE prior to implementation.

1. The purpose of the co-curricular/extracurricular salary schedule is to identify salaries to be paid people filling such positions.

2. Salary is based upon the co-curricular/extracurricular scoring rubric found in the appendices. Positions and salaries listed on the co-curricular/extracurricular salary schedule are applicable for the school year. Requests for change of placement of a position on the salary schedule must be submitted to Employee Services by June 1 for consideration of the change for the following school year. No supervisor or administrator may approve a change of position placement. Changes in position placements must be mutually agreed by the district and association.

3. The co-curricular/extracurricular salary schedule is determined by the base of the salary schedule and will increase annually by the same percentage as the base salary schedule.

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 IX – Section 10. B. 11.

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. Extra Duty Pay

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 they 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.

F. Service Incentive Bonus

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

G. Master Employee Supplemental Contract

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

H. State Required Kindergarten Assessment

The District will facilitate the provision of any state-required training for first-time, and one day of training for repeat state-required test administrators. The first two (2) days of the school year will be non-school days for kindergarten students in order for the family connection meetings to be held. **Kindergarten teachers assigned to multiple grade levels, during the 2024-2025 school year, must schedule their family connection meetings no later than the second day of school. Since**

these teachers will have students during the contracted workday, they may schedule such meetings before or after school, the day before school (optional day), during their planning, or on an early release day. Employees will be compensated with extra duty pay for family connection meetings held outside of their contracted workday with prior approval from their administrator. Loss of planning will be compensated at per diem. The District will pay **fourteen (14) hours** of extra-duty pay for state-required Kindergarten testing and conferencing for work performed outside of the school day.

The district will not administer a separate Kindergarten assessment for student progress reporting. Teachers will have the option of using WA Kids data or data collected from other sources as determined by the teacher for student progress monitoring. One Wednesday during September will be designated as full-day release for state required parent-family connection meetings. Additional days will be compensated according to Article VII - Section 1. J.

Section 2: Insurance Benefits

A. Insurance Benefits

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

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

B. Premiums and Member Eligibility

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

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

C. Eligibility

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

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

six hundred thirty (630) hours, that employee will be provided with benefits coverage.

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

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

D. Benefit Termination

When an employee eligible for benefits resigns or is terminated after completion of the employee's full contract obligation, the employee shall continue to receive benefits through August 31.

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

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

E. Payroll Deductions Plans

Salary Insurance

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

Section 3: Tax-Sheltered Annuities

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

Section 4: Edwin Markham Travel

A. Mileage Reimbursement

When the School District mandates that an employee attend a meeting that requires a member to drive their own car in order to attend the meeting, then that employee will be reimbursed by District policy mileage rates. Prior approval must be granted by a District Office administrator.

B. Flex-time Arrangement

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

ARTICLE VIII – LEAVES

Section 1: Leaves

A. Leaves for Illness, Injury, or Emergency

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

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

2. Sick Leave Calculation

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

3. Convalescence

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.

a. Individualized Eligibility Determination is based on meeting the following criteria in (i)-(**v**):

i. 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):

(1) 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

(2) The employee has been called to service in the uniformed service; or

(3) 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

(4) The employee is a spouse of a current member of the uniformed services, or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment; or

(5) A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her service to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or

(6) The employee is a victim of domestic violence, sexual assault, or stalking; or

(7) The employee needs the time for parental leave or for the purpose of parental

leave to bond with the employee's new, adoptive, or foster child (RCW 41.04.650); or

(8) The employee is sick or temporarily disabled because of pregnancy disability.

ii. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking as defined above must either have caused or be likely to cause the employee to take leave without pay or terminate employment. Written confirmation by a medical doctor will be required.

iii. The employee's absence and the use of shared leave are justified as outlined in number one (1) above.

iv. The employee has depleted or will shortly deplete their:

(1) sick leave reserves if they qualify under (i.1) (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

(2) paid military leave allowed under RCW 38.40.060 if they qualify under (i.2) (The employee has been called to service in the uniformed service); or

(3) sick leave reserves if the employee qualifies under (i.7) (The employee needs the time for parental leave or for the purpose of parental leave to bond with the employee's new, adoptive, of foster child) or (i.8) (The employee is sick or temporarily disabled because of pregnancy disability).

v. The employee has abided by district rules regarding:

(1) sick leave use if they qualify under (i.1) (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), (i.6) (The employee is a victim of domestic violence, sexual assault, or stalking), (i.7) (The employee needs the time for parental leave or for the purpose of parental leave to bond with the employee's new, adoptive, or foster child), or (i.8) (The employee is sick or temporarily disabled because of pregnancy disability); or

(2) military leave if they qualify under (i.2) (The employee has been called to service in the uniformed service); and

vi. The employee has diligently pursued and has been found to be ineligible for benefits under Chapter RCW 51.32.

b. Determination of Degree of Benefit and Conditions:

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

ii. The employee shall not receive more than five hundred twenty-two (522) days of leave.

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

iv. Contributions of sick leave shall be on a voluntary basis and the names of donors shall be kept confidential. The association shall be permitted to make its membership aware of the need for donations but shall be precluded from individual solicitations. The names of individuals who do or do not make donations shall not be published.

v. Leave transfers may be allowed only to Association members currently employed by

the District.

vi. Recipients of donated leave shall continue to be District employees and shall continue to receive normal employee benefits.

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

(1) The district receives from the affected employee a statement from the employee's doctor verifying that the illness or injury is resolved; or

(2) The employee is released to full-time employment; has not received additional medical treatment for his or her current condition or any other qualifying condition for at least six (6) months; and the employee's doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.

viii. **If a shared leave account is closed and an employee later has a need to use shared leave due to the same condition listed in the closed account, the district must approve a new shared leave request for the employee.**

ix. **The value of unused leave which was transferred by more than one employee shall be returned on a pro rata basis.**

6. Provisions for Emergency Leave (deducted from sick leave)
   a. A maximum of five (5) days emergency leave shall be available for each incident, except as allowed under the Washington Family Care Act or other applicable laws.
   b. The District shall grant emergency leave for the following reasons:
      i. illness or hospitalization of a member of the employee's family (illnesses for children under 18 years of age are not subject to the five [5] day limit. See Article VIII - Section 1. A. 1. e.;
      ii. serious damage to personal property;
      iii. bereavements not covered by the bereavement leave;
      iv. legal proceedings in which the court mandates attendance by the employee for non-district business.
   c. The District may grant leave in other emergencies which make it impossible for the employee to work. General conditions under which emergency leave may be granted in "other emergencies" are as follows:
      i. The problem must have been suddenly precipitated; must be of such nature that planning is not possible, or that planning could not relieve the necessity for the employee's absence.
      ii. The problem cannot be one of minor importance or mere inconvenience but must be serious.

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

7. Paid Family and Medical Leave (PFML) Benefits

   RCW **50A** and WAC 192-5**40**

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

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

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

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

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

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

The Paid Family and Medical Leave (PFML) family leave entitlements expire twelve (12) months following the birth or placement of a child or the first application for PFML benefits. Employees are responsible for filing claims with the Employment Security Department (ESD) at http://paidleave.wa.gov/workers.

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

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

B. Maternity/Paternity or Adoption Leave

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

Upon the employees return they would be reinstated in a same or comparable position to that held when the leave was granted.

1. An employee requesting maternity/paternity or adoption leave shall give written notice to the

District at least thirty (30) days prior to commencement of said leave.

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

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

C. Leaves of Absence

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

2. Certificated employees of the District shall have completed two years of satisfactory teaching in the District to be eligible. This condition may be waived for emergency or conditionally certified employees who need to complete student teaching. For the duration of student teaching, employees who are on an unpaid leave will receive $1000 stipend per month and the district shall pay the state allocated insurance coverage and pay for attendance at professional development.

3. Leaves of absence may be granted for:
   a. service in the Peace Corps, VISTA, Military Reserves, National Teacher Corps, as an exchange teacher, or an overseas teacher, or a Fulbright Scholar;
   b. study in an accredited college or university;
   c. service in the military when required by law;
   d. recovery from illness or poor health;
   e. child rearing;
   f. special cases as approved by the Board.

4. Such leaves as defined above shall state the provision for re-employment. A certificated employee who has been granted a leave of absence shall be entitled to a position as determined by the District in the year following the leave year provided that the employee shall give written notification to the Superintendent/designee of their intent to return to employment within the District no later than February 15 of the leave year.

5. If staff reduction is necessary, employees on leaves of absence will be treated in the same manner as if they were presently employed.

6. No experience increment shall be granted for time spent on leave of absence except where required by law.

7. All requests for leave or renewal of leave and all grants of leave shall be made in writing and

emails from the employee's district network account will be accepted.

D. Bereavement Leave

Bereavement leave not to exceed five (5) days will be allowed with pay to all employees for each death in the **immediate** family. **"Immediate" family means the spouse/legal partner, registered domestic partner, life partner, cohabitating partner, mother, mother-in-law, father, father-in-law, stepmother or stepfather, son, daughter, stepson or stepdaughter, son-in-law, daughter-in-law, grandparent, grandchild, siblings of the employee, sister-in-law or brother-in-law of the employee or their partner, or any relative living in the immediate household of the employee.** A total of two (2) additional days per year will be allowed with pay to all employees for non-family members, **including former students**. Members will not be asked to provide justification (or evidence) for bereavement leave, other than their relationship to the deceased. **Employees may use emergency, incentive, or personal leave for bereavements not covered by this section.**

E. Personal Leave

1. Personal leave of three (3) days per year shall be available to all employees in situations which require absence during school hours for purposes of transaction of, or attending to, personal or legal business or family matters. Personal leave shall not be applied for until the day before the first student day each year. To minimize the number of certificated employees requesting personal leave for a particular day, the following provisions will apply:
   a. No more than ten percent (10%) of staff (rounded up to the nearest whole number) per building will be granted leave for any given day.
   b. No more than five percent (5%) of staff per building (rounded up to the nearest whole number, with a minimum of one [1]), will be granted leave on Monday or Friday or immediately preceding or following a holiday/vacation or after May 1. Such leave shall be approved on a first come, first served basis.
   c. Employees terminating employment during the first **trimester** or employees hired during the second **trimester** are entitled to only one and one-half (1-1/2) days of personal leave.
   d. Staff who do not require substitutes shall not count against percentages.

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

3. Personal Leave Buy Back

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

4. Personal Leave Bank

   Employees may elect to bank up to three (3) personal leave days granted in the given school year to carry over into the next school year. Accumulation of personal leave is limited to **six (6)** days total **[seven (7)** for those who qualify for incentive leave]. Requests will be accepted between the first and last workdays in March. Employees who wish to bank personal leave

must fill out the district request form each year. Forms submitted via email from the employee's district network account will be accepted. Banked days may not be cashed out or converted. Provisional employees shall not be allowed to bank personal leave.

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

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

5. Personal Leave Conversion

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

F. Incentive Leave

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

G. Professional Leave

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

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

H. Association Leave

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

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

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

4. The Association President shall make application in writing to the administrator for each Association leave no less than two (2) days prior to the date of intended leave. No more than three (3) Association officials shall be granted Association leave at the same time, except as mutually agreed upon by the Superintendent/ designee, and the Association President. If three (3) days' notice is given to the Superintendent/designee, more than those Association officials shall be released.

5. The Association shall pay to the District the amount equal to substitute's pay and benefits **in hourly increments for** Association leave granted.

6. The Association agrees to indemnify and hold the District harmless against any liability that may arise out of the District's compliance with this provision.

I. Jury Duty

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

J. Public and Political Service

1. Employees appointed or elected to state or national public office shall be granted leave without pay for the duration of the term of the appointed or elected position or office.

2. Upon return from leave, the employee shall be granted the same or comparable position as held when the leave was granted.

3. Employees appointed or elected to state or national public office or service shall be granted up to five paid leave days per year with the cost of substitutes deducted. An employee may petition for up to five (5) additional days. Transportation, meal, or lodging expenses shall be the employee's responsibility.

4. Evidence of attendance at meetings may be required by Employee Services.

K. Teacher Exchange Program

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

1. Approval of application must be obtained from the building principal, Employee Services administrator, and Board of Directors. Such request must be submitted to the Employee

Services administrator at least one month prior to the due date of applications.

2. All such teacher exchange programs must be approved by the Office of the Superintendent of Public Instruction and/or Pasco School District.

3. Employees may apply for the teacher exchange program only after three years of successful service in Pasco School District.

4. Approval will not be granted for employee's involvement in the teacher exchange program more than one year in every three years of service.

5. No more than one employee in a building will be approved for teacher exchange programs during any one school year.

ARTICLE IX – WORKING CONDITIONS

Section 1: Assessments

A. Washington State Assessments

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

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

3. No state assessment test scores shall be the cause for unsatisfactory ratings on individual employee evaluations. No test scores shall be the cause for nonrenewal of an employee.

4. WIDA will be administered by the teacher of record and/or testing facilitator. Teachers will not be required to test students not on their class list. Teachers who volunteer may administer WIDA tests to students who are not on their class list when necessary.

Section 2: Certificated Employee Facilities

A. School Facilities

1. The District shall provide the following in each school facility at which employees are assigned:
   a. Designated, well-maintained parking with adequate lighting;
   b. Keys will be issued for the classroom, faculty lounge, designated work areas, and outside door of the building;
   c. Telephone in each room where teachers and students are regularly assigned;
   d. Lockable space.

B. Facility Resources

1. In addition to items a. through d. above, the district shall, within available resources, provide the following:
   a. A classroom, or workspace, appropriate to assignment (counselor's office, consulting room, therapy space for all related service providers, etc.). **Any staff whose job requires confidential meetings with staff, students, and/or parents or guardians will have access to non-shared space to hold such meetings, inclusive of confidential student-related phone calls.**
   b. The classroom/workspace shall include: a separate desk, a computer for the employee's professional use, appropriate desk chair, and adequate lockable storage space for professional and/or instructional materials.
   c. Equipment and materials required for the implementation of IEPs shall be provided prior to the placement of the student into least restrictive environment.
   d. The District shall maintain all facilities, equipment, materials, and information in a safe, clean, functional, **and healthy manner**. **The district will control the temperature in the employee workspaces with the confines of WAC 246-366A-095.**
   e. The District will limit the number of room changes a teacher makes each day and ensure equitable room assignment changes within a department or building.
   f. Itinerant staff will also have access to a workspace in all assigned buildings that includes access to a computer, printer, basic supplies, and storage. Itinerant staff will have a key/key card to all buildings in which they perform duties. **Employees who are assigned to two or more campuses each day will receive the following:**
      i. Mileage reimbursement for travel between campuses;
      ii. Sufficient travel time between campuses;
      iii. Sufficient time to set-up space, make contact with other teachers, check in at the main office.
      iv. Such employees should notify the administrator at each building to which they are assigned that they should be included in all emergency emails specific to that location.

C. Indoor Environmental Air Quality and Indoor Air Quality

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

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

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

maintenance department. The District will notify the employee of actions taken.

D. Video Surveillance

1. **The primary purpose of electronic and video monitoring shall be to ensure the health, welfare and safety of all employees, students, and visitors to district property, and to safeguard district facilities and equipment.**

2. **Video cameras and other electronic monitoring equipment or systems may be used in common areas, such as gymnasiums, hallways, playgrounds, and cafeterias.**

3. **Appropriate use of the District's video and/or electronic recording system records includes compliance with the student discipline language within this contract.**

4. **The parties have agreed that no surveillance equipment or recorded material will be used by the Pasco School District for the purpose of finding misconduct or issuing discipline without an underlying complaint being referred to the district.**

5. **No administrator or district employee will use electronic surveillance recordings with the intent to identify potential misconduct of employees without an underlying complaint being referred to the district. Information obtained from surveillance cameras will not be used as a basis for disciplinary action, except to verify or contradict a specific, credible allegation. If, when viewing video for legitimate purposes, a district administrator finds policy violations or criminal behavior, the district may use the video to address the situation.**

E. Computer Program Changes

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

Section 3: Employee Workload

A. Master Schedule

1. **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.**
   a. **Those with split duties, i.e. .5 literacy coach, .5 teacher, etc., shall have those teaching periods identified on the Master Schedule.**
   b. **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 above.**
   c. **The Master Schedule will reflect course assignment/duties as shown on PowerSchool.**
   d. **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.**
   e. **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.**

2. Curricular Preps

The District will limit secondary curriculum preps to a maximum of three (3) unless a teacher requests, in writing, more than three (3), and limit the number of schedule changes for specialists. **The district will not post positions that require more than three (3) curricular preps.**

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

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

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

3. Advisory Programs
   - **a.** Advisory **in alignment with RCW 28A.230.212,** will be implemented throughout middle and high school within the standard workday. Students will be assigned an advisory teacher for the duration of each year.
   - **b. The sole purpose of advisory is the high school and beyond plan.**
   - c. Middle school and high school administration will provide necessary training to ensure that the advisory program is effective and achieve the college and career readiness requirements **before the first day of school. The district will provide all secondary teachers with an updated, bulleted list of the college and career readiness standards before the first day of school.**
   - d. A clear general scope and sequence will be provided at the beginning of the school year.
   - e. Lesson plans and materials for advisory sessions will be provided at the beginning of **the school year** by the leadership team **and will include dates in the title of the lesson plans; the leadership team will consist of the department chairs, administrators, instructional coaches, and any volunteers who wish to participate.**
   - f. Middle school and high school leadership teams will seek input from staff each **year** (concerning effectiveness of the Advisory Program, the effectiveness of individual lessons, the effectiveness of the scope and sequence, the effectiveness of reaching student needs, and the effectiveness of meeting the college and career readiness requirements). **This will be initiated by the building administration at least once per year. The results will be disseminated to the entire staff of the building.**
   - g. The association will schedule, and together with the district, review the effectiveness of advisory prior to March 31st, and determine any needed changes based on educator recommendations. **Information from the disseminated results (see f) will be the basis of this review. The review will include volunteers from all secondary buildings. The results, discussions, and minutes will be shared by each building administrator(s).**

h. Said recommendations are subject to the bargaining process.
i. Advisory classes will be held no more than once a **month at the middle and high school level,** on a consistent basis, per site.
j. Advisory classes will not exceed grade level class size limits.
k. No Advisory teacher will be asked to write lesson plans or assess Advisory assigned work.

4. Intervention Time

Intervention time during the designated time for Advisory will be designated for students a teacher has on their roster during the periods in which they teach; these are students for whom the teacher is the teacher of record. Teachers will decide what constitutes intervention. Individual teachers will control which students will attend their intervention time. Every student will be scheduled for this time. The district administrators recognize that the terms Advisory and Intervention are not synonymous, regardless of what a particular school calls the Intervention time (E.I, HawkTime, Tiger Time, etc.).

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

5. Class Size

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

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

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	

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

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

Five (5) minutes shall be built into the **Elementary Specialists, including** Art, Music, **Library, Technology,** and P.E. schedules to allow for "passing time" each day. Early release days will have a maximum of ten (10) scheduled **"passing time"** minutes. The specialists will provide

input into the scheduling of these minutes. One recess shall not be counted as fifteen minutes of passing time.

Recognizing the role of elementary counselors to support the education and well-being of students, the District will work to support the ASCA model components in the District's counseling program. The ASCA components are system support, guidance curriculum, responsive services, and individual student planning.

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

Combination Classes:

For the 2025-2026 School Year:
The district will reduce the number of combination classes exclusive of Special Programs by 25% from the 2024-2025 school year.

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

For the 2026-2027 School Year:
The district will reduce the number of combination classes, exclusive of Special Programs and PDLA, by 50% from the 2025-2026 school year.

b. Secondary:

2024-2025
Grade Level Maximum
6-8 150 students per day with a class maximum of 30
9-12 120 students per day with a class maximum of 30.

2025-2027
Grade Level Maximum
6-8 145 students per day with a class maximum of 30
9-12 120 students per day with a class maximum of 30.

Middle School Combination Room: 26
ESL, SET, Bilingual: Lower class sizes may result, if funded by categorical programs.

Middle School PE, **and Related Arts**: 32 students per class.
High School PE teachers: 34 students per class.

i. Choir, Band, Orchestra: No limit at the secondary level. Due to the unique circumstances of these programs, schedule, class size, and support will be reviewed annually by the Association and the District.
ii. Advisory: shall not exceed the lowest number of the grade level class size limits.
iii. Intervention: shall not exceed the lowest number of the grade level class size limits and

is not subject to overload compensation

Section 4: Chronic High Needs

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

A. 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.

B. 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:

1. The student has met the definition of Chronic High Needs as indicated in A above.

2. 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.

3. If agreement cannot be reached regarding Chronic High Needs status, or if a meeting cannot be held in compliance with **(2)** above, a meeting will be held with the teacher, administrator, and representatives from the Association and District within five (5) school days.

4. 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.

5. The parties agree to review this process on or before June 20, **of each year,** at the request of

either party.

C. Chronic High Needs Overload:

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

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

In any case, a teacher may request a workload meeting per Article IX – Section 5. A.

Section 5: Procedure for Handling Workload/Overload Concerns

A. Workload:

The Association and District agree to utilize the following procedures for handling concerns regarding workload (student/employee ratios, special services, and chronic high needs in regular classroom) and other related problems or concerns.

If there is an employee, district, or association concern regarding the workload or other concerns resulting from the student loads within five (5) days of a request, a conference will be held between at least the employee, a building administrator, PAE Representative, and other applicable administrator and staff (i.e., general education teacher, special education teacher, a special services administrator, 504 Officer or counselor). The purpose of this meeting is to select appropriate alternatives to remedy the situation, to include equitable distribution/assignment of students**, including those designated as Chronic High Needs**.

Options include but are not limited to:

- added paraeducator time or other support;
- transfer students or employees within the building;
- form additional class sections;
- provide professional development around student specific needs;
- convene the IEP team, if applicable;
- provide additional staff.

B. Overload Procedures:

To ensure input from employees directly affected by classes larger than the maximum staffing guidelines, the following procedures shall be followed:

1. The principal shall meet with affected employee(s) within two (2) working days to verify the

situation and develop a tentative solution plan in addition to the provisions of "3" herein.

2. The principal will schedule a conference with the appropriate personnel. The affected certificated employee(s) shall participate in such conference. If said conference is held during planning/teaming time, the employee shall be compensated for loss of planning. A recommendation shall be made by the principal.

3. Determination of action to be taken shall be announced to the certificated employee(s) within five (5) school days of the time the Superintendent or designee receives the recommendation from the principal.

4. The District may relieve an overload at any time through the transfer of students or forming new class sections.

C. Overload Compensation:

When the overload is not relieved by one of the above methods, the teacher may select compensation in the form of overload pay, clerical or paraeducator support, release time, or a combination of any of the above. When a paraeducator is not available or is reassigned by an administrator, overload shall be paid to the teacher.

Except for Band, Choir and Orchestra, whenever a section exceeds the above maximum standards, an overload is deemed to exist. When overloads occur, they shall be compensated at a rate equal to three dollars ($3.00) per student hour or fifteen dollars ($15.00) per student day.

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

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

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

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

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

D. Behavior Intervention Specialists:

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

E. Transition to Kindergarten (TK):

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

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

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

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

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

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

F. IPAL:

Grade Level Maximum
K-5 30
(pro-rated based on enrollment FTE)

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.

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

G. Counselors:

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

H. School Social Workers:

1. Shall fulfill duties appropriate to their ESA certificate and job description(s).

2. The district will offer a stipend to all School Social Workers 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.

3. School Social Workers need specific continuing education for certification and license. The district will fund ten (10) hours of continuing education units (CEUs) **to each school social worker** 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.

I. Reading Recovery/Leveled Literacy Intervention (LLI):

1. Reading Recovery/LLI Teachers shall be scheduled a consistent planning period like other teachers.

2. Reading Recovery/LLI teachers may be required to attend PD's relevant to their program during conference months.

3. Reading Recovery/LLI teachers will be evaluated following the procedures in Article IV – Section 5: B.

J. **School** Nurses:

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

1. District acceptance of industry provided trainings such as School Nurses of Washington (SNOW) for clock hours;

2. District provided training appropriate to their respective duties and specific students in said buildings;

3. District provided consumable supplies jointly agreed upon;

4. District to provide adequate, appropriate equipment;

5. Locking cabinets;

6. School Nurses will be allocated the appropriate classroom budget for the building level to which they are assigned.

7. Initiate Conditional ESA certificate for qualified candidates and release time to complete the National Board Certification of School Nurses (NBCSN) exam;

8. The district will provide a nurse department chair position with the appropriate stipend and selection process;

9. 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.

10. 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.

11. Nurses will have a designated planning time equal to those of all other members within the school(s) at which they work.

12. 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.

K. <u>Continuing Contract Building Substitute</u>

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

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

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

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

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

This position will be evaluated on the checklist.

Section 6: Peer Assistance and Support Team

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

A. Peer Assistance Committee:

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

B. Peer Assistance & Support Positions:

Two types of positions will be created to support this work

1. Peer Mentors who will assist employees at the building-level who are new to the district.

2. A **New Teacher Mentor** who will provide induction activities and assist district employees who are new to teaching.

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

C. A Peer Mentor:

- Demonstrates effective instructional skills and classroom management,
- Demonstrates strong communication and interpersonal skills,

- Demonstrates strong knowledge of district procedures and programs, and
- Demonstrates ability to work cooperatively and effectively with other professional staff.

The recommendation of the employees will be honored unless the building administrator shows cause for overriding the selection, at which point the administrator will contact the **A**ssociation **P**resident to discuss the reasons.

Peer Mentors are selected before the end of the school year and begin their duties July 1st.

Each Peer Mentor shall be responsible for no more than 10 (ten) new teachers in their building.

Peer Mentors will attend induction activities and will provide assistance as needed to teachers new to the site. **They are required to attend up to two (2) induction activities in August.** Peer Mentors will be paid a stipend of $1500.00 per year for their work with other educators. The district may request verification, similar to a supplemental contract verification form, of completion of mentor activities as defined by the committee. Additionally, extra duty pay will be paid for attending induction activities and any other Peer Assistance Committee meetings.

D. <u>New Teacher Mentor:</u>

Becoming a **New Teacher Mentor** is a major commitment. Except in extraordinary circumstances, **New Teacher Mentors** will remain in the position for the entire term of their appointments, and co-curricular or extracurricular responsibilities should not interfere with their **New Teacher Mentor** duties. Any conflicts will be resolved by the Peer Assistance Committee. The Peer Assistance and Support Team will consist of three (3) full-time equivalent **New Teacher Mentors**, and one (1) or two (2) of these could be partial FTE.

1. Supplies

   Supplies and materials necessary to fulfill the responsibilities of the position will be provided. If supplies are denied by an administrator, or a conflict arises about any other expenses requested by the **New Teacher Mentor**, the Peer Assistance Committee will be convened within five (5) days to determine the legitimacy of the request. If the majority of the committee believes that the denied supplies or expenses are necessary, the committee will determine a proper resolution.

2. Selection Process:

   a. **New Teacher Mentors** will be recommended for selection by the Peer Assistance Subcommittee using the criteria listed below:
      i. Is a current employee in the district on a continuing contract with a minimum of five (5) years total teaching experience, with at least three (3) years in the district.
      ii. Demonstrates outstanding classroom teaching ability.
      iii. Demonstrates talent in written and oral communications.
      iv. Demonstrates the ability to work cooperatively and effectively with other professional staff members.
      v. Has extensive knowledge of a variety of classroom management and instructional techniques.

vi. Has the documented support of colleagues and his or her building principal.
vii. Has the ability to provide and model expectations of high standards of professional practice while demonstrating compassion for the person.

The positions will be posted five (5) days in district and will be offered a continuing contract for the school year. Additionally, applicants must provide a recommendation from a district administrator and at least one (1) certificated, non-administrative colleague. A subcommittee of the Peer Assistance Committee will interview and recommend **New Teacher Mentors** from the group of applicants who meet the required qualifications. The subcommittee will contain three (3) peer mentors appointed by the Association President and three (3) administrators appointed by the superintendent. The preference of the committee will be honored. All applications and references will be treated with strict confidentiality. Applicants who are not selected will be notified.

3. Length of Assignment

One (1) **New Teacher Mentor** position will be open every two (2) years, barring extraordinary circumstances that require the Peer Assistance Committee to replace a **New Teacher Mentor** prior to the end of their term. Selected **New Teacher Mentors** may continue in that role for six (6) consecutive years.

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

Name	**Term**
New Teacher Mentor A (4-year term)	**9/01/2022 – 8/31/2026**
New Teacher Mentor B (5-year term)	**9/01/2023 – 8/31/2028**
New Teacher Mentor C (6-year term)	**9/01/2024 – 8/31/2030**
New Teacher Mentor A (6-year term)	**9/01/2026 – 8/31/2032**
New Teacher Mentor B (6-year term)	**9/01/2028 – 8/31/2034**
New Teacher Mentor C (6-year term)	**9/01/2030 – 8/31/2036**

4. Return to the Classroom

Upon completion of their assignment, a **New Teacher Mentor** will be given the same consideration for returning to the position of their last assignment as if their had been on active duty. The Peer Assistance Committee may return any **New Teacher Mentor** to their previous position in accordance with the above at any time following a conference with the **New Teacher Mentor** to discuss the reason(s) for the reassignment. This may occur because of changes in the subject areas and grade levels of employees participating in the PAS Program or because of concerns about the **New Teacher Mentor's** work performance.

New Teacher Mentors will not be selected for an administrative position within the district for at least two (2) academic years after serving as a **New Teacher Mentor**, except by the mutual

consent of the association and district.

5. Compensation

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

6. Confidentiality

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

7. Contract Rights

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

Section 7: Student Discipline

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

A. Employee Rights:

In accordance with Washington Administrative Code, each employee shall have the authority to impose discipline upon a student for a behavioral violation, which violates written rules of the school district and/or individual classroom.

B. Exclusion Process:

Employees are authorized, as described in RCW 28A.600.020, to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an employee's immediate supervision. The student may be excluded by the employee from the immediate class period or activity, or up to the following two (2) days or until the principal or designee and employee have conferred. Conferred shall mean a meeting between teacher and administrator outside of teaching contact time where a plan is mutually agreed to. No student shall be returned to an employee's classroom prior to this happening. The following shall apply:

1. Except in emergency circumstances, the employee first must attempt one (1) or more forms of corrective action. An emergency circumstance shall mean when a student's presence poses immediate and continuing danger to self, others, or staff, or poses an immediate and

continuing threat of material or substantial disruption of the educational process.

2. In no event without the consent of the employee may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) days or until the principal/designee and the teacher have conferred.

3. The employee will report the exclusion and behavioral violation to building administration as soon as reasonably possible. Employees shall be notified when a student is suspended from their specific class by the next day.

4. Each employee shall have authority to recommend to administration a longer exclusion, suspension and/or expulsion for misconduct based upon the severity of the behavioral violation. When an employee makes a written recommendation for exclusion, expulsion or long-term suspension, the following shall apply:
   a. The principal shall confer with the affected employee to clarify the process for exclusion, expulsion, or long-term suspension and to investigate the basis of the recommendation.
   b. The principal shall provide a written response to the employee's request setting forth their disposition regarding the recommendation.

5. Upon the employee's request, a conference between student, parent/guardian, principal or administrator, and the employee shall be held to discuss future behavior expectations of the student. If the parent/guardian does not attend, the meeting will be held.

6. A written plan of support shall be developed and implemented.

7. It is understood that building administration shall enforce the written rules of the teacher which reflect the building discipline matrix, board policies and procedures.

8. If a student is excluded from class, it shall be the responsibility of a building administrator to notify parent/guardians related to exclusion and any subsequent discipline.

C. <u>District Support:</u>

The Board and the Superintendent shall support and uphold its employees in their efforts to maintain discipline in the District in accordance with District discipline rules. Such written rules are to be distributed to each employee at the beginning of the school year and posted on the district website within the first contractual week. Further, it shall be understood that the authority of employees to use prudent disciplinary measures for the safety and well-being of pupils and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use professional judgment including reasonable use of physical restraint concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations.

D. <u>Instructional Meetings:</u>

The District shall conduct instructional meetings for employees concerning all applicable federal, state, and local laws; and District rules, regulations, and procedures pertaining to student rights, employee rights, due process, and the processing of student discipline. After these meetings,

employees will receive documentation showing disciplinary codes and discipline flow charts. These documents will be posted on the district website within the first contractual week. These meetings will be held before the first student day, during the workday and at no cost to the employee.

E. Administrator Availability:

When more than one (1) administrator is assigned to a site, the administrators shall arrange their schedules so that one (1) of them or a designated administrator is accessible at all times to handle student discipline referrals. Provision shall be made at other sites for emergency student referrals.

F. Discipline Process for Special Education Students:

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

1. The district will provide additional resources, including de-escalation training, necessary to teachers who deal with violent or aggressive students.

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

3. General education teachers assigned students with 504 plans or IEPs shall have an opportunity to participate in the development of Behavior Intervention Plan (BIP) for students assigned to them.

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

G. Multi-Tiered Systems of Support (MTSS):

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

H. Exclusion: Definition:

An exclusion shall be defined as a student removed from the instructional setting or classroom or instructional or activity area for behavioral violations, for more than ten (10) minutes when not under the direct supervision of certificated staff. Classroom exclusion does not include action that

results in missed instruction for a brief duration when:

1. teacher or other school personnel attempts other forms of discipline to support the student in meeting behavior expectations; and

2. the student remains under the supervision of a teacher or other school personnel during such brief duration.

I. Immediate Removal for Safety/Well-Being:

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

1. 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 themselves, student(s), or others from physical abuse or injury.

2. 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.

3. When classes are combined due to the evacuation (room clear) of a classroom(s), language from Article IX - Section 5. A-C. applies.

4. 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.

J. Verbal Or Physical Abuse/Threats:

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.

1. A student may be suspended for exceptional misconduct to preserve the health and safety of students and employees and to preserve the educational process.

2. 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.

3. It shall be the responsibility of the building administrator, or their 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.

K. 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.

1. 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.

2. 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 8: 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 (2) 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 9: Classroom Visitation

A. Classroom Visitation:

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

1. Each school building shall have posted at the main entrance(s) notice advising all visitors to a

school and/or classroom to notify the office. If the visit is to a classroom, the time will be arranged after the principal/designee has conferred with the employee with sensitivity to the needs of the employee and the students.

2. Upon request, the employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation. The employee may request administrative presence during this communication.

3. Any observations or notations made during classroom visits shall not be used for evaluative purposes.

4. Employees have the right to refuse visitation to the classroom(s) if building administration agrees. If building administration does not agree, employees have the right to have a PAE representative present.

Section 10: Employee Participation

A. Employee Participation:

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

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

B. Committees:

1. Building Budget Committee

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

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

2. Crisis Management **Committee**

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

3. Building Leadership **Committee**

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

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

4. Program, Curriculum, and Professional Development **Committee**

Certificated staff will be involved with program, curriculum, schedules, and professional development, including revising report cards. The district shall provide adequate resources to meet the goals and objectives of classroom lessons and delivery of the curriculum. The district will offer regular professional development opportunities related to district-adopted curriculum and strategies which is relevant and differentiated to meet staff needs. Buildings will develop a professional development plan to address identified needs, that fits within the spiraled and scaffolded plans presented to employees, related to each building's school improvement plan. The district and buildings coordinate professional development activities and communicate District-level professional development opportunities to staff. Both the district and building plans should be reflective of one another. Amendments and adjustment can be made based on legislative changes.

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

5. Student Behavior **Committee**

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

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

c. Student behavior committees shall not have the authority to develop specific classroom

rules for individual employees except where policies are to be followed throughout the site.

6. School Improvement **Committee**

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

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

7. Guiding Coalition **Committee**

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

8. Diversity, Equity, and Inclusion (DEI) Committee

9. Curriculum **Adoption Committee**

   a. Committees shall be defined as follows:
      i. Instructional Materials Committee:
      Based on RCW 28A.320.230, the Instructional Materials Committee (IMC) shall include at least one (1) representative appointed by PAE, and shall also include parents and community members.

      The purpose of the IMC shall be to review the recommended curriculum which is brought forward by the curriculum committees and make a recommendation to the board of directors.

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

      Curriculum Adoption Committee:
      The curriculum adoption committees shall consist of the following:

      For Elementary:

      PAE appoints eight (8) members: one (1) from primary and one (1) from intermediate from schools feeding into each of the four (4) middle schools.

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

Two (2) bilingual and two (2) special education teachers from different schools will be included.

For Secondary:

PAE appoints members: one from each middle school, and one from each comprehensive high school.

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

Two (2) bilingual and two (2) special education teachers, one (1) from both the middle and high school levels will be included.

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

The above curriculum adoption committees shall do the following:

- Identify the components for each curriculum area;
- Create and/or recommend a scope and sequence;
- Ensure the curriculum is aligned to state standards/common core (note: this shall not be limited to strategies);
- Recommend which curriculum shall be provided for staff input based on IMC guidelines;
- **Obtain feedback from teachers on their needs in a new core instructional material;**
- Committees shall solicit materials for consideration, with up to three (3) being provided for teacher input. **Teachers who volunteer to evaluate the usability of the curriculum shall provide written feedback to the adoption committee;**
- Committees shall recommend final selection based on stakeholder input to the IMC.

ii. Timelines:

Two (2) 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 (3);
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 (1) 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 **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.

b. 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.

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

c. When curriculum is purchased, the processing and inventorying of all materials require extra time and space. In such events, the district will:
   i. Provide a designated space, that is not classroom space, for materials to arrive and be inventoried.
   ii. Deliver all materials to the designated space. Certified employees will not be responsible for moving materials that weigh over twenty-five (25) pounds.
   iii. Provide a designated position for inventory of all materials in each effected building.

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

a. District or building level committees shall be selected annually for such representation by

employees or by the authorized association representatives. Authorized association representatives are the building representative or the **A**ssociation **P**resident, depending on the committee.

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

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

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

11. Department Heads **(Secondary)**

a. 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.

b. 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.

c. Nurses, SLPs, and Psychologists shall be allocated one (1) equivalent department head position for each of these three (3) groups.

d. 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**.

e. Outgoing Department Heads will not be asked to train incoming Department Heads.

C. Professional Development:

1. The goal of all professional development **is** to provide fair and equitable access to job-related opportunities to increase professional effectiveness.

2. District-sponsored professional development shall be research based best practices.

3. District sponsored professional development courses shall be developed with input and collaboration with certificated staff.

4. The District will pay for employees' district-sponsored clock hours.

5. The District will create a plan of Professional Development which corresponds to adopted curriculum, grade level, and/or needs of staff/students. The District will coordinate professional development activities to support professional development at the building level and communicate District-level professional development opportunities to staff.

6. Each building will publish and communicate the current year's professional development plan (a living document) which is spiraled and scaffolded, addresses identified building needs, and is related to the building's school improvement plan. Each school year, this plan will be published before the end of the first trimester. **Teachers may propose differentiated professional learning options that are aligned to the district strategic priorities and/or the school improvement plan to their building's leadership team(s) to be included in the professional development plan beginning in the 2025-2026 school year.**

7. (With the exception of Safe Schools) clock hours will be provided for **all** mandatory professional development **eligible for clock hours under state law**.

8. Mandatory professional development during student contact time will be limited to those trainings required by law or state or federal special programs.

Professional development for curriculum implementation or other purposes not required as listed above may still be offered but will be considered optional.

Employees are required to implement adopted curriculum and will be responsible for the delivery of such curriculum in all subject areas.

An employee may be required to attend professional development related to deficiencies specifically identified through the employee evaluation process to assist the employee in making satisfactory progress.

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

ARTICLE X: SPECIAL EDUCATION

Section 1: Special Education General Information

A. Supplemental Intervention Materials:

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

B. Additional Program Funds:

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

C. Steps for Placement:

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

1. Student assessment data;
2. Medical records;
3. Parent approval;
4. Student's current IEP;
5. Former educational programs and social information;
6. Notice of any critical condition.

The special services teacher and the school psychologist will be consulted in the scheduling of special education students. The general education teacher should access the IEP team process to address the needs and concerns regarding a special education student who is placed in general education classes.

Section 2: Special Education Instructional Support

A. Elementary Resource Room Teacher Time:

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

B. Secondary Case Management:

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

C. Secondary Case Management Control:

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

Section 3: Inclusion

A. Notice:

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

B. Free and Appropriate Public Education (FAPE):

The District and Association recognize that every student is a general education student first; students will be educated in the general education environment to the maximum extent appropriate. Students who qualify for Special Education services are entitled to Specially Designed Instruction (SDI), related services, and appropriate educational accommodations and modifications as determined by the results of a special education evaluation and the student's Individualized Education Program (IEP) team.

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

C. Individualized Education Plan (IEP) Requirements:

For students to receive special education and related services, the IEP shall indicate the services to be provided: location, time and frequency, and who is responsible for said services.

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

D. **Co-Teaching:**

1. **Participation in Co-teaching Inclusion Model will be voluntary as previously agreed.**

2. **The Co-teaching Inclusion Model utilized shall be similar to an "exploratory assignment" as contained in the CBA, unless otherwise modified via this agreement; it shall not suspend or alter current parameters/practices of the collective bargaining agreement without first being bargained. The assignment will be for the current year in which the employee volunteers. Notice to volunteer must be in writing. The need for mid-year changes will be dealt with on a case-by-case basis and agreed upon between the parties prior to the change.**

3. **Co-teaching Inclusion model will include one (1) general education teacher, one (1) special education teacher, classified support staff as outlined in the CBA and as required by individual IEPs. Student IEPs will reflect appropriate placement in the Co-teaching Inclusion classroom as identified/outlined by the entire IEP team: Psychologist, administrator, special education and general education teachers, parents, and related services staff.**

    a. **Common Preparation Period: Co-teachers will have daily shared planning time. It is understood planning time is individually controlled, and this shared time does not waive the individual's right to plan as an individual.**

    b. **Observation and Evaluation: Teachers shall be observed and evaluated based on their own instructional practices as outlined in the Observation/Evaluation section of the CBA.**
        i. **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.**

Section 4: Individualized Education Plan (IEP) Team

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.

A. Instructional Support Time:

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.

B. Workload Meeting:

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 5. B., Procedure for Handling Workload Concerns.

Section 5: Capacity/Caseload

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:

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

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

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

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

Section 6: Individualized Education Plan (IEP) Hours

A. Individualized Education Plan (IEP) Hours:

All Special Education employees will receive **seventy (70) IEP** hours (prorated for late hires and part-time employees).

B. Conditions:

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

Section 7: Extended School Year Planning Time

Upon prior approval of the program administrator, up to three (3) days of release time will be made

available for each Special Services teacher and related service provider whose work requires Extended School Year planning for students. Such release time shall not be refused.

Section 8: Experience Credit

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

Section 9: Individualized Education Plan (IEP) Progress Monitoring

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

Section 10: State Alternate Assessments

A. Training:

The district will provide annual training and assistance for employees required to complete state alternate assessments. This will include, at a minimum, two (2) hours of overview training based on state requirements and additional training and staff support based on teacher need. The district will make opportunities available during early release days each school year and at other times prior to established data collection points to provide special education teachers time to collaborate on state alternate assessments. (4331-4336)

B. Additional Days:

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

Employees with concerns regarding workload due to state alternate assessments may refer to Article IX - Section 5. B.

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

Section 11: Special Education Services Workload

A. Itinerant Special Education Employees/ESAs:

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

B. Overload Compensation:

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

1. Class size: The District's class size shall be regulated according to the following schedule. At least **thirty (30) hours per week per building FTE or thirty-two and one half (32.5) hours per week per district program FTE** of paraeducator time shall be allocated to a building per 1.0 FTE (prorated) special education teacher (except for ½ day pre-school). Special education paraeducators will be schedule by the special education staff with approval of the building administrator.

2. Blended classes shall be limited to the smaller class size and case load as listed below.

3. Time spent serving home based students outside of the contracted day will be compensated at per diem rate.

4. Class size limits for new programs or renamed classes shall be negotiated prior to implementation.

5. Planning between teachers in full-day K-12 special education programs and their paraeducators shall occur weekly for up to one (1) hour per week during the teacher's regular school day at the teacher's discretion.

6. **In the event that a Special Education staff member is on leave, members can volunteer to assist with the workload at their discretion, writing IEPs and holding IEP meetings. Members who volunteer will be paid per diem for the time they spend on the extra workload.**

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

C. Preschool:

Developmental Preschool:	
Two-day per week classes	8 students and two 6.5 hour paraeducators
Three-day per week classes	8 students and two 6.5 hour paraeducators
Four-day per week classes	8 students and two 6.5 hour paraeducators
Pre-K SLC	8 students with four 6.5 hour classified staff

Preschool Inclusion Case Manager (Head Start/ECEAP): Caseload of 30.

Any student deemed by the IEP team to be in need of full adult assistance to access the classroom shall be assigned a 1:1 paraeducator in addition to the numbers above. **Early Learning Center (ELC) teachers' schedules will allow time for evaluation report writing and additional time to perform evaluations.**

D. Elementary Levels (K through 5th):

Class	Students per Class
Structured Learning:	10
Resource Teacher:	28 IEP students*
Adaptive Life Skills	6
Extended Resource Room	12
Deaf Education	12
Inclusion:	
Kindergarten	3 with 6.5 hour paraeducator
Grade 1	3 with 3-hour paraeducator
Life Skills:	
Grades K-5	8
Unified Classroom (K-2)	**8**
Unified Classroom (3-5)	**10**
Self-Contained:	
Primary Grades 1-2	10
Intermediate Grades 3-5	12
Behavior Disorder Classrooms (Bridges)	8

*When the number of students with IEPs on a Resource Teacher's caseload exceeds 28, the employee will submit for overload pay of three dollars ($3.00) per student per day.

E. Secondary Levels:

Middle School:	
Life Skills	10
Extended Resource Room	12
Self-Contained	12
Behavior Disorder Model (Bridges)	16 (with 2 Certificated FTE/1 para model)
Resource Room	15
Blended (Resource/Self-Contained)	12
Structured Learning:	10
Adaptive Life Skills	6
Deaf Education	12
High School:	
Life Skills	10
Extended Resource Room	12
Self-Contained (CCP)	12
Resource Room	15
Social Skills	12

Adaptive Life Skills	6
Deaf Education	12

F. **Teacher of the Visually Impaired:**

For the 2024-2025 School Year:
Teacher of the Visually Impaired: 30 Caseload*

For the 2025-2026 School Year:
Teacher of the Visually Impaired: 29 Caseload*

For the 2026-2027 School Year:
Teacher of the Visually Impaired: 28 Caseload*

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

1. **TVIs may schedule their days to meet the needs of their caseloads, planning, and collaboration time.**

2. **For any month that exceeds ten (10) completed IDEA defined evaluations (initial or re-evaluation) are completed, TVI staff may submit an additional Tier 4 day per evaluation for that month. An evaluation may start in one month and be completed in the next month.**

3. **Additional IEP hours will be provided to TVI 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 schedule:**

   a.

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

   Capacity is defined by caseload.

4. **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.

G. **School Orientation and Mobility Specialist:**

For the 2024-2025 School Year:
School Orientation and Mobility Specialist: 30 caseload*

For the 2025-2026 School Year:
School Orientation and Mobility Specialist: 29 caseload*

For the 2026-2027 School Year:
School Orientation and Mobility Specialist: 28 caseload*

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

1. **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.**

2. 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.

3. 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.

4. **O&M Specialist may schedule their days to meet the needs of their caseloads, planning, and collaboration time.**

5. **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.**

6. **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.**

7. **IEP hours may be submitted for payment at the per diem rate, using the Tier 4 form, according to the following schedule:**

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

Capacity is defined by caseload.

8. **The District will pay a mentor stipend of $1500 to O&M Specialists assigned to oversee new-to-district O&M Specialists for one (1) year. The district will pay O&M Specialists a prorated stipend for interns based on the length of the assignment.**

9. **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.

H. 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.

I. Speech and Language Pathologists:

1. 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

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).

2. **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.**

3. 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 Article XI – Section 10. C.

4. The district will offer a stipend to all School Speech Language Pathologists/Audiologist 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.

5. When a vacancy occurs, the District will follow the provisions of Article VI – Section 2. A. 4 and Section 2. F.

6. 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.

7. 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:

# of Assigned IEPs	Added tutor **or instructional para** support hours per week (proportionate to amount of overload)
46-60	6 hours

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

8. This district will hire fifteen (15) hours of tutor **or instructional paraeducator** support per collective 1.0 hired or contracted SLPs, prorated for part time contracts (i.e., a 0.5 FTE equals 7.5 hours of tutor **or instructional paraeducator** support**).** Tutor **or instructional paraeducator** support will be distributed **amongst in-person SLPs as follows: 15 hours for Pre-K and Elementary, a minimum 7.5 hours for secondary (with remaining hours distributed equitably where needed)** during the first thirty (30) school days of each school year. If the SLP is not bilingual, bilingual support will be provided to meet the needs of the student's language of instruction. Caseload numbers will not be affected. Should a tutor **or instructional paraeducator** not be available, SLPs will be compensated per Article IX – Section 5. B. and C.

9. For any month that exceeds **ten (10)** completed IDEA defined evaluations (initial or re-evaluation), SLP 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.

10. Speech and Language pathologists need specific continuing education for their certification and license. The district will fund ten (10) hours **equal to 1.0 unit** of 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.

11. Additional IEP hours will be provided to SLPs 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 schedule:

# of Assigned IEPs is 45	# of Hours
Up to capacity	14
1-7 over capacity	21
8-15 over capacity	28

Capacity is defined by caseload.

12. **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.**

J. Occupational/Physical Therapists:

1. A caseload of forty (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 5. B. and C. If an OTR is supervising a Certified Occupational Therapy Assistant (COTA), their caseload together is sixty (60). If a PT is supervising a Physical Therapy Assistant (PTA), their caseload together is sixty (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.

2. 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.

3. 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.

4. 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**

5. Each licensed therapist can schedule their days to meet the needs of caseload, planning, and collaboration time.

6. Each licensed therapist shall be entitled to two hundred ten (210) minutes of testing/report writing time per week.

7. 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.

8. Overloads shall be compensated at a rate equal to three dollars ($3.00) per day per student.

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

# of Assigned IEPS 40	# of Hours
Up to capacity	14
1-7 over capacity	21
8-15 over capacity	28

Capacity is defined by caseload.

10. OTs/PTs need specific continuing education for certification and license. The district will fund ten (10) hours **equal to 1.0 unit** of continuing education units (CEUs) **to each OT and PT** 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.

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

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

K. School Psychologists:

1. A caseload of 120 per psychologist.

2. Overloads shall be compensated according to the following schedule:

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

3. Caseloads will be prorated based on employee FTE for part-time psychologists.

4. The district will provide a School Psychologist department chair position with the appropriate stipend and selection process.

5. For any month that exceeds thirteen (13) completed IDEA defined evaluations [initial, Function Behavior Analysis (FBA), or re-evaluation], School Psychologists 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.

6. The district will offer a stipend to all School Psychologists 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.

7. The district will pay a mentor stipend of $1500 to psychologists assigned to oversee an intern for the year.

    a. **Only PAE members will be assigned a caseload.**

8. When a vacancy occurs, the psychologist and the District will collaboratively determine positions based on seniority, qualifications and experience, caseload, and program needs.

9. School Psychologists need specific continuing education for certification. The district will fund ten (10) hours of continuing education units (CEUs) **to each school psychologist** 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.

10. **The District will pay applicable NASP/WSASP membership and certification dues or $600.00, whichever is greater, per year. Funds in excess may be used for CEU/clock hour courses or conferences. The attendance at specific CEU/clock hour opportunities will be determined by each certified school psychologist.**

11. **School psychologists may request access to student's relevant medical information from the School Nurses.**

12. **School psychologists working in a school setting for the first time (first year school psychologists) will receive a psychologist mentor for the duration of one school year. The school psychologist in the mentor role will receive a mentor stipend of $1500.00 for that school year.**

13. **School psychologists will have one designated PLC time per month.**

L. <u>Master Schedule:</u>

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 the schedules and as outlined above.

3. The Master Schedule will reflect course assignment/duties as shown on PowerSchool.

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.

Section 12: Least Restrictive Environment

A. Special Education Handbook:

Special Education policies, procedures and forms are available on the district website and the annually reviewed special education handbook to all employees with the information on:

- referral process,
- assessment and eligibility,
- IEP team recommended placement,
- IEP development,
- change of placement,
- parental rights,
- student discipline.

B. Notice to Teachers:

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

C. Accommodation and Modification Information:

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

D. Individualized Education Plan (IEP) Team Decisions:

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

Article XI: Duration

This contract shall remain in full force and effect from September 1, 202**4** to and including August 31, 202**7**. Either party may, in writing no later than sixty (60) days before August 31, 202**7**, give notice of its intent to negotiate a successor. The parties agree to negotiate the impact of any of the following during the term of the contract: multi-track/year-round or double shift; OSPI or SBE or legislative action or local, state, and/or national emergencies; and the double levy failure.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 27 day of October, 2026.

PASCO SCHOOL DISTRICT NO. 1

BY: Scott Lehrman
Scott Lehrman
President of the Board

BY: Michelle Whitney
Michelle Whitney
Superintendent of Schools

BY:
Jen Johnson
Co-Lead Bargainer
on behalf of Kelli York, lead bargainer

PASCO ASSOCIATION OF EDUCATORS

BY: Maria G Lee
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

GRIEVANCE FORM

NOTICE OF GRIEVANCE

Grievant: _____ Date of Filed with Supervisor _____

Email or Mailing Address: Level filed _____ 1_____2_____3

_____

_____ Phone number (preferred):

School: Work phone:

Subject area/grade level:

Immediate supervisors:

Association representative(s):

STATEMENT OF GRIEVANCE

a. Date grievance occurred:

b. Board policy(s), rule(s), regulation(s) allegedly violated, Article and Section of the Contract allegedly violated:

c. Person(s) involved other than grievant:

d. Statement of issue:

SPECIFIC REMEDY SOUGHT

_____
Signature of Grievant

Distribution of form:
Immediate supervisor
Association
Grievant

_____
Signature of Association Representative

Staff member_____ Supervisor_____
School_____ Date_____

EXTRACURRICULAR SCORING RUBRIC

STANDARD		0	1	2	3
Student contact hours required beyond the normal teaching day, week, or year		1-49	50-99	100-149	150+
Average number of students		1-25	26-60	61-99	100+
Program Impact on school and community visibility- Public Performances, is assessed in competition, community service		No Exposure or public expectation	Low exposure of public expectation	Medium exposure or public expectation	High exposure or public expectation
Time required beyond the normal teaching day for preparation, materials, and equipment management, record keeping, and reports		1-24	25-49	50-74	75+
Obligated travel supervision: frequency and distance		0	1-2	3-4	5+
Budget: fundraising activities and revenue generated		0	1-2	3-4	5+
Safety Factors		0	low	medium	high

The placement of positions into Groups on the Extracurricular Salary Schedule has been created as a guideline. Actual placement of the salary schedule is determined by points scored on the Extracurricular Scoring Rubric. Points may vary to reflect differing activities, workloads, and scheduling. Confirmation of placement and salary will precede issuance of the contract and is subject to annual review to accommodate changes in the position.
The listing of the position does not require that the position be filled.

The establishment of a new position can be recommended by joint recommendation of the building principal and an Association appointed person if minimum student interest can be demonstrated, potential qualified advisors identified, and ASB requirements met. Pay for newly appointed positions will be determined in accordance with these criteria.

The District reserves the right to cancel or terminate an activity if participation does not warrant continuation, there is a lack of a qualified advisor/coach, and/or the activity does not operate in accordance with written expectations.