

CONTRACT

between the

PASCO SCHOOL DISTRICT NO. 1

and the

PASCO ASSOCIATION OF EDUCATORS

September 1, 2015 – August 31, 2017



Pasco Association of Educators



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2015-2017

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CONTRACT
between the
PASCO SCHOOL DISTRICT NO. 1
and the
PASCO ASSOCIATION OF EDUCATORS 2015-2017

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	Casual Substitutes
Assistant Superintendent	Coordinators	Assistant Directors

Such representation shall specifically include the following employees:

Teachers
Librarians
ESA Certificated Personnel

B. Substitute Teachers

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 (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, highly qualified, and endorsement requirements, the district will make every effort to 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
Section 1	Employment Contracts
Section 2	Contracts, Work Day and Payment
Section 3	Calendar
Article IV	Personnel
Section 1	Certificated Employee Rights
Section 2	Academic Freedom
Section 3	Staff Protection
Section 4	Personnel Files
Section 5	Employee Appraisal Procedure (semester or longer)
Section 7	Non-instructional 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 1A	Prorated illness, injury, emergency only
Article IX	Instruction
Section 1	Certificated Employee Facilities
Section 2	Employee Workload
Section 3	Classroom Visitation
Section 4	Student Discipline
Section 5	Weapons/Assault On A Unit Member
Section 6	Elementary/MS Parent Conference Time
Article X	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 he/she

shall be paid no less than \$126.25 per day. 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 masculine and feminine 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 intranet 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:

- a) Apprised of any new initiative the board may be contemplating.
- b) Provided a draft of the board policy prior to its first reading.
- c) Provided time to address the board concerning the policy before adoption.

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 41.59.100)

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 will be required to 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. The fair share representation fee shall be an amount at or less than the regular dues for the Association membership. The fair share representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit (RCW 41.59.100).

In the event that the fair share representation fee is regarded by an employee as a violation of his/her right to nonassociation, such bona fide objections shall be resolved according to the provisions of RCW 41.59.090 or the Public Employee Relations Commission.

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, levy contributions, life insurance and Section 125 of the Internal Revenue Code.

SECTION 4: ASSOCIATION RIGHTS AND PRIVILEGES

A. Meetings with Superintendent

The Association's representatives may 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, agendas and minutes of all Board meetings, names and addresses of all certificated employees.

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.

D. School Facilities and Equipment Use

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

E. 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.

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. Regular Contract

A regular contract shall mean a full-time assignment or a portion of a full-time assignment. 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.

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, proration of insurance (if assigned for at least a semester). Said employee shall be evaluated under the evaluation procedure found herein if the employee is contracted for a semester or more. Such employee shall have full rights under this contract with the exception that salary, insurance 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 semester 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 he or she qualifies.

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 Contract, this Contract, during its duration, shall be controlling.

Nonprofessional personnel shall not be assigned to perform work in the instructional setting (classroom) which will substitute or replace an employee in his/her assignment or employment.

B. Release from Contract

After July 15 no employee will be released from his/her 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

The basic contract for employees for the duration of this contract shall be for 180 days. If the state discontinues funding for 180 days, the contract will revert back to the days allocated on the State Allocation Model.

Compensation for additional time and responsibilities beyond the base contract will be granted. Of these days, two (2) are the LID (Learning Improvement Day) replacement days. This compensation will be put into a Time, Responsibility, and Incentive (TRI) schedule as follows:

1. Responsibility and Incentive Portion of a Supplemental Contract

11.2% of the employee's base salary is considered incentive pay. Elementary teachers will receive 11.75%. . This will be paid in ten (10) equal payments on a supplemental contract starting in September. These days are compensation for such items that employees do normally outside the school day, such as student evaluations, class preparation, reporting student progress, and other flexible duties including curriculum and materials implementation. In 2016-2017 this amount shall be increased by 4.45%. In 2015-2016 only, elementary teachers shall receive an additional .28% (equivalent to ½ day).

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.

Beginning in 2015-2016, all former Tier 3 days are included in the Responsibility and Incentive supplemental contract and Tier 3 shall be discontinued. Days not utilized from the 2014-2015 school year will be placed in the 2015-2016 insurance pool for one year only.

3. Special Education

See IEP release time in Article IX, Section 2(F)(4).

4. For the 2015-2016 school year only:

- a) Elementary specialists (i.e. Librarians, Counselors, Art, Music, P.E., and Technology teachers) will be paid one (1) additional Tier 1 day in recognition of the planning and work related to the various grade transitions in the 2015-2016 school year. Specialists will be compensated for additional time worked if approved in advance by the building or program administrator.
- b) For current (2014-2015 school year) 6th grade teachers:
 - 1. Current 6th grade teachers will be compensated for two (2) additional Tier 1 (as re-named) days for planning and work related to the transition.
 - 2. So that students can benefit from teachers' expertise in specific subject matter, 6th grade teachers being moved to elementary shall teach focused curriculum for the 2015-2016 school year. "Focused" means a teacher will teach designated subjects in his/her area of expertise.

D. Educational Staff Associates Length of Contract

The following positions shall be offered supplemental contracts at the individual's regular per diem rate. The use of these days shall be mutually agreed upon:

Psychologists	10 days supplemental
Secondary Librarians	10 days supplemental
Secondary HS Counselors	11 days supplemental (13 days in 2016-2017)
Middle School Counselors	11 days supplemental (12 days in 2016-2017)
Elementary Counselors	7 days supplemental (8 days in 2016-2017)
Elementary Librarians	7 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 his/her planning time.

E. Part Time Teaching Contracts

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

- a) For secondary school employees, the salary shall be determined by placing the person on the certificated salary schedule to establish what the full time rate would be. This rate will be multiplied by a fraction made up of periods actually taught over the total teaching periods in the day. The product of this computation shall be the annual salary for the part time assignment.
- b) For employees teaching kindergarten, a normal load is a morning session and an afternoon session. An employee with only one session shall be paid on a half-day contract.
- c) Wages, hours, benefits, increments, planning, and teaming (if applicable) for part time employees shall be prorated.
- d) All part time employees have the same duties and responsibilities in relation to their assignments as do full time employees.

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: Assignment, Transfer, and Vacancy.
- b) Once selected, employees shall be issued a supplemental contract stating the terms of the position including salary, required hours and/or days, and duration.

2. Additional Paid Days

The following positions may 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. The Association and the affected employee(s) will be notified in advance of any changes to the terms of the supplemental contracts:

- a) Career and Technical Education
- b) Dean of Students
- c) Educational Specialists
- d) Literacy Coaches
- e) Facilitators
- f) Instructional Coaches/TOSA (Teacher on Special Assignment)
- g) Band Director

G. Length of Work Day

The total length of the required work day shall not exceed seven hours and thirty minutes (7.5), including a thirty (30) minute duty-free lunch period. 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 8).

In the event that faculty meetings extend beyond the work day, employees shall be granted flexible time to be used at a time mutually agreed upon by the principal and employees. A variance to the schedule shall be granted with prior notification.

If the majority of the employees at a site determine it is desirable, at least one faculty meeting in each month shall have an agenda developed by staff and the meeting shall be facilitated by staff. Such meeting 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.

1. Secondary

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.

2. Elementary

- a) Each elementary employee shall be entitled to two hundred thirty (230) minutes of planning time per week, with at least 180 minutes scheduled in not less than thirty (30) minute blocks. For 2016-2017, planning time will increase to two hundred forty-five (245) minutes per week, with at least 180 minutes scheduled in not less than thirty (30) minute blocks. The District acknowledges the value of planning and agrees to guard against encroachment on this time.
- b) The first contractual Wednesday of each month, excluding November, will be reserved for building/district use as needed. At the discretion of the staff, the remaining Wednesdays will be made available for planning and collaboration.

3. 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 work day shall be voluntary and compensated.
- c) At the middle level, the number of required team meetings shall be collaboratively determined by the team, including the applicable teachers and administrators. If individual planning time is reduced in order to provide teaming time, the number of required team meetings shall be collaboratively determined by the team, including the applicable teachers and administrators, to offset any reduction.

- d) If an administrator requires an employee to substitute during a scheduled PLC or teaming time, the employee will be compensated at an hourly rate of fifty (\$55.00) dollars.

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.
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.

I. Work During Scheduled Planning

1. If a substitute is not available, the District may elect to:
 - a) access the substitutes currently working in the building;
 - b) request volunteers;
 - c) schedule involuntary substitutes based upon the building rotation schedule; or
 - d) dismiss the class.

If it is necessary for an employee to work during a scheduled planning period, the employee will be compensated at an hourly rate of fifty (\$60.00) dollars. 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. Request for payment shall be processed upon completion of an extra duty pay form.

2. Each building shall submit a substitute rotation plan to the district by September 30 annually. The substitute rotation plan shall be made available to the Association and will be posted on the staff bulletin board.
3. Involuntary subbing during planning time shall be assigned equitably among all certificated employees. Employees shall not be asked to involuntarily substitute more than once per rotational cycle.

4. 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.
5. No deferred planning time or compensation will be required for assemblies or other scheduled interruptions.

J. 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:

- a) The employees will attend parent conferences, be responsible for staff information, and complete other assignments as do full time employees.
- b) The employees will arrange their schedules to allow joint planning time.

SECTION 3: CALENDAR

A. Calendar Development Criteria

See Appendix for 2015-2016 calendar.

1. Instructional Days
 - a. There will be 180 instructional days in the year
 - b. One Semester Day between semesters-the Monday following the MLK holiday
 - c. One Trimester Day the Friday before Veterans' Day, and one Trimester Day the first Friday of March
 - d. Days in (b) and (c) above are non-contracted non-student days.
2. The first instructional day of the school year will be as follows:
 - a. Labor day is September 5, school starts August 30
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 (November 11)
 - 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. Presidents' Day (third Monday in February)
 - i. Memorial Day (last Monday in May)
4. Detail of Winter Break
- a. Christmas and New Year's Day fall on a Sunday, Winter Break Starts Wednesday, December 21, and ends Tuesday, January 3 (ten week days)
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 mutually agreed upon through labor management meetings.
7. Final Instructional Day
- a. The final instructional day of each year will occur as follows, with staff check-out beginning no later than forty-five (45) minutes after students are released:
 - i. Should Labor Day fall on September 5, the last day falls on Friday, June 9 (June 8 if leap year).

B. Emergency School Closure and Delayed Openings

In the event that it becomes necessary to close schools because of weather or other emergency situations, employees will be notified through local radio stations, 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, except where one or more buildings close for more than one (1) consecutive day, the District will designate a work site. In the case of delayed opening, employees shall be required to report for work no earlier than thirty (30) minutes prior to the planned arrival of students. If makeup 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 work day on a designated snow day or other day identified by the Association and the District.

ARTICLE IV – PERSONNEL

SECTION 1: CERTIFICATED EMPLOYEE RIGHTS

A. Individual Rights

1. Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of an employee due to race, creed, color, marital status, sex, age, national origin, veteran status, political activity or lack thereof, or the presence of any sensory mental or physical disability unless based upon a bona fide occupational qualification 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.
2. Employees in their first three (3) years of teaching or other non-supervisory certificated position will be issued a “provisional contract” for “provisional employees” as defined by law; or if an employee has completed provisional status in another Washington State school district, in which case the employee shall be provisional for one (1) year. Said provisional employees shall be eligible for probation under this contract if performance is below standards. Provisional employees subject to nonrenewal after probation, and those provisional employees non-renewed for reasons other than classroom performance, shall have those appeal rights as are prescribed by law. Probation for provisional employees shall sunset on June 30, 2017.

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) 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, 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 his/her accuser(s);
- e) the opportunity to respond and present evidence in his/her 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.

2. Procedure

Every effort will be made to resolve complaints against employees 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 fifteen (15) 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, nonrenewed 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 as a result of this meeting shall not constitute disciplinary action.
- (iv) Adequate time will be provided to implement the resolution.
- (v) Employees retain the right to representation in an informal 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.
- (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.

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 teacher are essential to the development and delivery of curriculum that meets the diverse needs of students.

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 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.

1. Curriculum for 2015-2016

Committees shall be defined as follows:

a. Instructional Materials Committee:

Based on RCW 28A.320.230, the Instructional Materials Committee (IMC) shall include at least one 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.

For the 2015-2016 school year, the IMC shall review K-12 Math, English Language Arts (ELA), encompassing bilingual and special education, which must include 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.

b. Curriculum Adoption Committee:

The curriculum adoption committees shall consist of the following:

PAE appoints four (4) members: one each from primary and intermediate level, one from the middle level, and one from the high school level.

District administration appoints up to four (4), not including committee facilitators.

One bilingual and one special education teacher.

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

For the 2015-2016 school year, 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;

Committees shall solicit materials for consideration, with up to three (3) being provided for teacher input.

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

c. Timelines:

By September 30, the committees shall be appointed and approved as per above;

By November 15, needs and alignment (scope and sequence) shall be identified;

By December 15, instructional materials shall be narrowed to three;

By January 15 samples shall be delivered to sites for stakeholder input;

By March 15, curriculum committees shall make recommendation to the IMC for adoption;

By April 15, IMC shall make final recommendation to the board of directors.

Training for new material may take place in the spring or summer.

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

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

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

2. Curriculum for 2016-2017

The same process as in (F)(1) above, but for the following curricula: Social Studies, Science, Related Arts, and PE.

G. Testing

For 2015-2016 the district and association shall establish a task force by October 1. Membership on the task force shall be mutually agreed upon by the district and association. Decisions shall be presented to the district and association bargaining teams prior to December 1st with a recommendation to the school board in open meeting prior to winter break. Beginning in 2016-2017, tests which are not mandated by state or federal regulations must be aligned to district adopted curriculum and shall be part of the scope and sequence adopted as part of the curriculum adoption process.

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)

An employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the Superintendent/designee and, if necessary, the police within twenty-four (24) hours. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent/designee within twenty-four (24) hours.

E. Legal Redress

The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse that employee while he/she is 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. 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.

H. Loss of Personal Property

1. 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 one thousand dollars (\$1000) per employee in any school year or five hundred dollars (\$500) per incident.

2. The District agrees only to pay losses to personal vehicles under the deductible clause of the employee's personal vehicle insurance up to five hundred dollars (\$500). This coverage will exist for personal vehicles while the employee is participating in school activities or school business.
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 be responsible for that portion of reimbursement not obtained from such carriers up to the limits of coverage set forth in this section. Until the lockable space plan is completed, the district agrees to reimburse employees for lost cash, checks, money orders, electronics, or jewelry up to \$500.00 per incident.
5. The District shall have available in each school building and at the District Office appropriate forms to use in the processing of the claims under the provisions of this section. The forms shall be made available to the Association.

I. 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.

J. 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.
2. HVAC systems, including intake and exhaust, shall be inspected at least annually and in accordance with the manufacturers' recommendations. The District shall maintain a written record of these inspections. Records shall include when they were performed, identification of any malfunction or problem, and any action taken to restore the system. This information shall be accessible to the Association.
3. If the district chooses to reduce lighting or alter temperature for economic reasons, adequate lighting and reasonable temperature shall be provided during contract hours.

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) working days after receipt or composition. Any derogatory anonymous letters will be immediately destroyed.

Disciplinary material may 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. Disciplinary material shall be removed, at the written request of the employee, from the personnel file after five (5) continuous years of service, providing the offense is minor and there are no related incidents during the five year period after the discipline was issued. The disciplinary notice shall state whether or not mandatory removal after five years will occur under the terms of this section.

An employee shall have the right to attach his/her 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:

- a) Copy of the employee's current certification
- b) Copies of annual contracts
- c) Copies of other information relating to salary and benefits
- d) Transcripts of academic college/university work as supplied by the employee
- e) Correspondence
- f) All final evaluation forms
- g) 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.

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 generally non-disclosable data is received, the District will notify the individual(s) whose data is requested, as soon as possible. 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.

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

Criteria shall mean the eight (8) state defined evaluation criteria to be scored.

Component shall mean the sub-section of each criterion.

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.

Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

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.

Not Satisfactory shall mean:

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

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.

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:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,
3. Recognizing individual student learning needs and developing strategies to address those needs,
4. Providing clear and intentional focus on subject matter content and curriculum,
5. Fostering and managing a safe, positive learning environment,
6. Using multiple data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. 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 Rubrics. The instructional framework is included in Appendix #, and will be published on the district website and be available to each teacher and evaluator.

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. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

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

E. Student Growth Criterion Score

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

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. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will

trigger the student growth inquiry plan. 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 four 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:

Each employee within fifteen (15) days of employment or within fifteen (15) 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.

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.

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

- a. Prior to the Pre-Observation Conference, the member may complete a Self-Assessment form.
- b. No teacher will be required to complete or share the Self-Assessment form with his/her evaluator.

C. Student Growth Goal Setting:

The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal.

D. Artifacts and Evidence:

1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
2. 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.
3. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation.

E. Informal Observations

1. 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.
2. An evaluator may conduct any number of informal observations.
3. Observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.
4. Informal observations may be documented in writing and if documented, a copy will be provided to the teacher within ten (10) 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.

5. 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.

7. Comprehensive Evaluation

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

A. Pre-Observation Conference:

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:

1. The first formal observation for each employee shall be conducted within the first ninety (90) days 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 his or her 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.
2. The observations will occur no later than five (5) days after the pre-observation meeting. The parameters of Article IV, Section 5 (B)(11) apply.
3. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within ten (10) days, if such meeting is requested by either the administrator or employee.
4. The second formal observations will occur no sooner than six weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The

observation will occur no later than ten (10) days to reflect the above days after the pre-observation meeting.

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

C. Post-Observation Conference

1. The post- observation conference between the evaluator and teacher will be held no later than ten (10) days after the formal observation.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
3. 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.

D. Final Summative Evaluation Conference

1. 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.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. 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.
4. 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.
5. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

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.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur by 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 teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:

- A. A completed comprehensive evaluation conducted in accordance with Section 7 above;
- B. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performance and indicating it has been achieved.

- C. A description of the assistance and services the District will provide to the teacher to improve his/her performance;
- D. Periodic reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating 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 time 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:
 - 1. To acknowledge, recognize, and encourage excellence in professional performance.
 - 2. To document the level of performance by a teacher of his/her assigned duties.
 - 3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
 - 4. To document performance by a teacher judged unsatisfactory based on the state evaluation criteria.
 - 5. Beginning in 2015-2016, as one of multiple factors in personnel decisions only as defined elsewhere in this agreement.
- B. Evaluation results shall not be:
 - 1. Shared or published with any teacher identifying information, unless required by law.
 - 2. Shared or published without notification to the individual and Association.
 - 3. 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 Basic in domain 1 and 3(c) if there is no adopted curriculum.

The association and the district will finalize TPEP forms no later than October 10, 2015.

b. Teachers Other than Classroom Teachers

A. 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.

B. General Procedure

1. All employees will be observed a total minimum of sixty minutes each year based on at least two observation periods.
2. One thirty (30) minute observation shall be scheduled by the evaluator at least one day in advance with the employee.
3. One of the two required observations shall be at least thirty (30) minutes in length. The additional thirty (30) minutes may be conducted in one thirty (30) minute block or through a series of observations not less than ten (10) minutes in length.
4. Employees will be evaluated using one of the three models:
 - a) 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.
 - b) Short form—After four years of satisfactory evaluations, the Goal Setting Model or the Checklist Model may be used.
 - c) The appraisal timeline is as follows:
 - (i) Years 1, 2, 3 and 4 – long form (four years of satisfactory evaluations)
 - (ii) Years 5, 6, 7 and 8 – short form (goal setting or checklist)
 - (iii) Year 9 – long form
 - (iv) After year nine – four (4) years short form, one (1) year long form
5. At the request of either the administrator or the employee, a post observation conference shall be held.

6. Only contractually approved 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.
7. The building principal, or her/his administrative designee shall have the responsibility for evaluation of employees under her/his supervision.
8. An itinerant employee shall be evaluated by her/his 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.
9. During the school year if an employee is transferred to another position after the first semester, an evaluation shall be made at the time of transfer.
10. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date whenever possible.
11. Observations shall not be conducted at the following times unless specifically approved by the employee:
 - a) the first week of the school year;
 - b) the school day before and after Thanksgiving, winter, and spring vacations;
 - c) the first day after a substitute has been teaching the class;
 - d) on an early release day at the secondary level.
12. All observations shall be completed by May 25.
13. An employee shall have the right to have an Association representative present during a follow-up conference.
14. The final evaluation will be a permanent part of the employee's personnel file.

C. Rules and Procedures for Use with the Goal Setting Model (Short Form)

1. 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.
2. The goal-setting conference should be held as early in the year as possible, no later than October 30.
3. There are three basic parts of the goal-setting conference:

- a) **Establishing goals** - Goals are established between the employee and the supervisor. The number of goals is determined by the relevancy, time and energy required. If agreement cannot be reached on the goal(s), the supervisor will have final responsibility.
 - b) **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.
 - c) **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.
4. 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.
 5. 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.

D. 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.

E. Procedures for Use of Professional Development Plan (PDP) (Long Form)

1. 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.
2. One thirty (30) minute observation or series of observations shall be conducted when applicable by the end of the first semester.
3. The evaluator's results on the Professional Development Plan (PDP) shall serve as the basis of a post observation conference held within ten (10) school days of the observation or series of observations. 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.
4. 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.

F. Completion of Report Forms and Evaluation Timelines

1. 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.
2. 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.
3. 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.
4. 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:

- a) designate and describe performance deficiencies;
- b) recommendations for improvement;
- c) explanation of limiting accountability factors, if applicable.

G. Procedures for Unsatisfactory Final Evaluation

In the event that the Final Appraisal is unsatisfactory to the employee, a conference will be held with the immediate supervisor to discuss the problem. In the event that 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) school days 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.

C. Establishment of Probationary Period

If the Superintendent concurs with the evaluator's judgment 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:

- a) A statement of the problem in terms of instructional deficiency as related to the evaluation criteria;
- b) Remediation Plan which includes the following:
 - (i) a statement of expectations delineating what levels of performance would constitute acceptable performance in the areas defined;
 - (ii) a program for assistance by the evaluator which spells out courses of action whereby the employee will be assisted and counseled in improving his/her performance to an acceptable 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 his/her 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. 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 his/her 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:

- a) Removal of the probationary status;
- b) Removal of the probationary status if accompanied by a letter identifying areas where further improvement is required;
- c) 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 evaluations, an employee may request the removal of probationary materials from his/her file. Upon timely request, the probation 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

The District will commit resources to the goal of achieving a maximum of one duty per week with equitable distribution among staff. Such goal shall be for the purpose of reducing or restructuring nonprofessional duties of certificated employees. 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 - BUSINESS, SECTION 4: ASSOCIATION RIGHTS AND PRIVILEGES, Paragraph A.

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, he/she does so on a voluntary basis.

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 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. Prior to dismissal, the supervising employee shall provide explanation to the building principal, the college supervisor, and the student teacher involved.

D. Experience

No employee with less than three (3) years teaching experience shall be requested to accept a student teacher or intern, and no less than two (2) years teaching experience for a practicum student.

ARTICLE V - GRIEVANCE PROCEDURES

A. 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.

B. Definitions

1. "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.
2. 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 Board policy or administrative regulation. Grievances over Board policies and administrative regulations are not eligible for arbitration under this Contract.
3. "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.

C. 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.

Every reasonable effort shall be exerted in attempting to resolve grievances before the close of a school term or as soon as possible thereafter.

D. Procedures and Steps

A grievance must be filed within thirty (30) days of the occurrence of the event on which the claim of grievance is based. 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.

1. 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.

2. Step Two — Appeal to Superintendent or 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 designee shall meet with the Grievant(s) within five (5) days after the grievance has been referred to him/her. 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/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/designee shall be sent to the Grievant, the Grievant's immediate supervisor, and to the Association President.

3. 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 his/her 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 his/her request the Association acting on his/her 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.

4. 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.

- a) Guidelines: The arbitrator shall make 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.

- b) Powers of the Arbitrator: The arbitrator shall have no power to alter, add to or subtract from the terms of this collective bargaining agreement.

E. Freedom From Reprisals

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

F. 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.

G. Released Time

Grievances will ordinarily be processed during the regular work day and released 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

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 intranet, 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 intranet, 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 on the basis of 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.

C. Placement Criteria

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 his/her 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.

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 his/her last known address.
2. Any employee so notified shall respond within five business (5) days from receipt of said notice whether the employee accepts or rejects the position.

SECTION 2: ASSIGNMENT, TRANSFER & VACANCY

A. Definitions

1. Assignment: An employee's current job placement.
2. Reassignment: A change in assignment within a building.
 - a) A voluntary reassignment is one initiated by the employee.
 - b) An involuntary reassignment is one initiated by the administration because of building or program needs.
3. Major reassignment:
 - a) At the elementary level:
 - (i) A change of three (3) or more grade levels from primary to upper grades or vice versa.
 - (ii) A change which requires teaching in a specialized area which has not been taught within the last five years.
 - b) At the middle school or high school level:
 - (i) A change which requires the employee to teach outside his/her major or minor field or endorsement, and meeting state requirements;
 - (ii) A change which requires an employee to teach a subject area which they have not taught within the last five years.
4. Vacancy: A position which has been vacated and is scheduled to be refilled or one which has been newly created.
5. Transfer is a change to another building:
 - a) A voluntary transfer is one initiated by the employee.
 - b) An involuntary transfer is one initiated by administration.
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. Sequence of Reassignments

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. Sequence of Transfers

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 "F. Posting of Vacancies."
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. Every effort shall be made to limit consecutive denials of voluntary transfers due to program needs. In 2015-2016, three (3) employees from each department (bilingual, special

education) shall be allowed to transfer to open positions for which he/she is qualified, and four (4) in 2016-2017.

F. Posting of Vacancies

1. Vacancies shall be announced first within buildings or itinerant programs to allow voluntary reassignment of staff within a building or program. Individual employees considering reassignment shall be required to make timely decisions provided that she/he be granted no less than 48 hours to consider such reassignment. Vacancies available subsequent to reassignments shall be emailed to all certificated employees on the first day and posted at each work site for at least three (3) days during the school year. Each vacancy will be emailed to all certificated employees on the first day and posted in the administration building for at least five (5) days during summer vacation.
2. The announcement shall include the following requirements:
 - a) A description of the open position 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.
3. No assignment to fill the vacancy shall be made until after the closing date.
4. Copies of all postings shall be sent to the Association office as the postings are made.
5. Current qualified bargaining employees shall be interviewed if they apply for the position.
6. In filling vacancies, the District will give preference to qualified district employees on the basis of 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 level or in the subject matter of the open position; and
 - c) 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-6 regular education employees in the building; or
 - b) K-12 program assigned employees within a building by program; or
 - c) 7-12 regular education employees by qualifications.
4. Identified unassigned staff will be ranked from most to least senior in each category (3.a-c).
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 involuntary transferred/ reassigned, she/he will be allowed to choose an assignment for which she/he is certified and qualified from the available openings. In the event there are no openings in the building or district, she/he will be allowed to replace the least senior employee, according to the district seniority list published in January of the current year, in a position for which she/he is qualified.
7. When an involuntary transfer/reassignment occurs, the employee will fill out a form indicating a comparable position to which she/he would wish to be returned. Comparable position may include grade level, subject area, building site or any combination of these. Once placed in the selected position, an employee may designate one alternative placement. 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 undergraduate minor or its equivalent issued within the last five (5) years, 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 prevent it.

H. District Support

1. An employee being involuntarily transferred or reassigned, or who voluntarily transfers due to displacement, shall be released from teaching for two (2) days to prepare for the new assignment or compensated for two days at her/his per diem rate.
2. When an involuntary major assignment change occurs, the affected employee may request up to \$500 in special funds to purchase necessary resource materials. Additional training and support shall be offered to facilitate employee success in the reassignment. Funds must be applied for within forty-five calendar days of the start of the new position.
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.
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 his/her per diem rate for the second and any subsequent move(s).

I. Vacancies During the School Year

Employees may apply for vacancies which occur during the school year.

J. 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 days of posting the proposed organizational plan. Postings and hiring will follow guidelines set forth in F(2)-F(7).
7. If it is determined a planning team is to be established, the Association and District will agree on the assignment/transfer process for the planning team prior to its selection.

K. Vacancies After the School Year Begins

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 at the beginning of the day in the building where the opening occurs (or in the program office if itinerant). Employees wishing to be considered for the opening will inform the building principal/director by the end of their contracted day. The filling of the position will be in accordance with Article VI, Section 2(F)(6).
3. If no in-building employee fills the position, the position will be posted in the district the next morning. Employees wishing to be considered for the opening will inform the Employee Services Office by the end of their contracted day. The filling of this position will be in accordance with Article VI, Section 2.F.6.
4. If no district employee fills the position, the building/program administrator will screen applicants who submitted letters of interest for the new school years' elementary/secondary teacher postings.
5. The positions that open will be offered a non-continuing contract. Employees hired previously on a non-continuing contract will be considered for movement to a continuing contract and, as appropriate, recommendations will be submitted for board approval.

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 SAM (State Allocation Model) for payment purposes.

C. Salary Criteria

1. Educational or longevity credits used for SAM 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) OSPI approved 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) Submit to the Employee Services Office an "Application for Approval of Courses" form for each course.
 - b) Provide official transcript (may be electronic or other copy permitted by state regulations) prior to October 15 that documents course completion.
 - c) District shall notify employee by November 15 as to employee's placement upon salary schedule and contract amount.
 - d) Employee has fifteen (15) contracted days from notification of a salary change to notify the District in writing of any error.
 - e) The District will respond in writing within fifteen (15) contract days of receipt of the employee's written notification of salary error.

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.

D. Placement on the Extracurricular Salary Schedule

1. The purpose of the extracurricular salary schedule is to identify salaries to be paid people filling such positions.
2. Salary is based upon the extracurricular scoring rubric found in the appendices. Positions and salaries listed on the 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 salary schedule is determined by the base of \$35,069 in 2015-2016 and \$35,700 in 2016-2017.
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 an 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 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 an 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.

8. Extracurricular positions shall be advertised first within the District. Positions not filled within the District may be filled by individuals outside the District.
9. 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.
10. Groups 4 through 7 may receive an additional 10% for special projects or productions that warrant it. Employees shall apply to the building leadership team for approval.

E. Department Heads and Head Teachers

1. Members of departments shall express their preference for department heads, subject to the two-year rotation cycle. 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. In addition, positions shall be on a two-year rotating basis and those appointed shall have a proficient evaluation and not be in provisional status. Appointments will be made by October 1.
2. There shall be one (1) department head position at each high school and one middle school equivalent leadership position for each one hundred and fifty (150) FTE students enrolled. Each elementary school not having an assistant administrator shall have a position of one (1) head teacher.

F. Extra Duty Pay

1. An hourly extra duty pay of .001 X SAM base salary per hour will be paid for employee hours involved in the following District-approved activities that occur after the regular contract work day with the prior approval of the appropriate administrator. Examples of such extra duty assignments are:
 - a) Curriculum Development (only applies to specific administratively appointed committees, and only when the employee has been told in advance by the appropriate administrator that he/she will receive remuneration at this rate).
 - b) Administratively Appointed Special Projects
2. Stipend rate: 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 curriculum rate.
3. Extra duty forms submitted at least three days prior to the payroll cutoff date shall be processed no later than the following pay period.
4. Summer school will be paid at the employee's per diem rate.

5. All New Teacher Training will be compensated at curriculum rate.
6. 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 curriculum rate.
 - c) Compensation 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.
 - 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 the curriculum 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 the curriculum rate for every hour of presenting (inclusive of set-up, take-down, and planning).

G. 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 \$500 service incentive bonus 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. In order 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 March 1 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).

H. Master Employee Service Bonus

At the start of the school year, employees with twenty-five or more years of service in Washington State shall receive annually 5% of the base which recognizes their loyalty and dedication to public education in the State of Washington 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.

I. Professional Development

1. The goal of all professional development should be 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.

J. State Required Kindergarten Assessment

The District will provide two days of training for first-time test administrators of state-required Kindergarten testing and one day of training for repeat state-required test administrators. The District will pay up to three (3) days of extra-duty pay for state-required Kindergarten testing and conferencing for work performed outside of the school day. Up to one additional day may be requested by the employee and authorized by the administrator.

The district will continue implementing all day Kindergarten during the 2015-2016 school year. The district will provide professional development for teachers including lesson planning, daily student schedules, and progress reporting. The district will not administer a separate Kindergarten assessment and instead will use WA Kids data for student progress reporting. 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. District Contribution

The District shall contribute the state insurance allotment per month for each certificated full-time employee and a prorated amount of the same for all regular part-time certificated employees to a pool of funds to be used for the purchase of insurance benefits. The Health Care Authority contribution will be paid by the District. Each employee of a full-time equivalent status shall be entitled to select insurance options from the approved options up to the state allocation amount per month. Employees who work less than a full-time equivalent shall be eligible to receive a maximum District contribution for their selected benefits that is a percentage of a full-time equivalent employee's contribution. The percentage of a full-time equivalent employee's contribution shall be the same percentage as the percentage of a full-time equivalent which the employee works. No employee shall receive less than full dental and vision, term life and long term disability.

B. Insurance Pool

The District will contribute \$100.00 per FTE as of October 1 to the insurance pool, and in addition the District will contribute \$650,000 annually. Tier 3 Days not utilized from the 2014-2015 school year will be placed in the 2015-2016 insurance pool for one year only. Of that amount, each year \$5,000 will be set aside to be used by employees who have a change in family status after pooling, on a first come, first served basis (written request). After each employee has made his/her selection of benefits under the program provided herein, remaining funds in the pool shall be available for equal distribution to cover employees requested coverages which exceed the monthly state allocation in cost. Pooling will be over a twelve-month period, November-October.

C. Enrollment Period

Enrollment shall be for a thirty (30) calendar day period and shall be completed by October 1. Once enrollment is completed, no insurance options may be added or deleted during the contract year by an employee. Should a full-time employee be hired after October 1, he/she may elect insurance coverages from the plans available during the first thirty (30) calendar days of employment. In the event the employee does not use the full amount available after making his/her selection, the balance shall be placed in the pool for future use as determined by the District and Association.

Coverage shall begin after the first full calendar month of employment and for each month of employment thereafter. If an employee hired during the school year shall be a replacement for an employee terminating, then the new employee may elect insurance options to be paid for by the pool up to the amount of those selected by the terminating employee for whom he/she is a replacement.

An employee on an approved leave of absence or terminating employment shall be entitled to continue receiving the District insurance contribution based upon a pro-ration of contracted days worked. This benefit shall be calculated in the same manner as salary compensation is paid. Terminations effective at the end of the school year shall entitle employees to receive insurance benefits through the summer months.

Husbands and wives who are both certificated employees of the District may choose to combine their District contributions to cover the cost of insurance options which they elect to receive.

D. Benefit Programs

The benefit programs are as follows:

1. Mandatory Programs:

- a) Vision Care
- b) Dental/Orthodontia
- c) Long Term Disability (90 day)
- d) Term life insurance

2. Optional Programs:

- a) Medical/Life

3. Payroll deductions plans available but not covered by the pool:

- a) Additional Term Life Insurance
- b) Salary Insurance
- c) Cancer and intensive care

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

The district shall make available deductions for medical and child care expenses under Section 125 of the Internal Revenue Code for those employees who make such authorizations.

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 may 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 his/her 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 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.

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 automatically be required at the expense of the employee.
- 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 he/she will be absent due to a scheduled appointment, illness, or emergency, he/she shall enter the absence in the district's substitute notification system as soon as possible when the system is available. Absences reported when the system is not available must be called in to the worksite, to an individual designated by the supervisor. 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 on an hourly basis. 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 in excess of 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 every 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 (1)-(4):
 - 1) An employee may apply for leave sharing using the Association form provided solely through the Association office. Applicants must meet one of the criteria in (i)-(iv):
 - (i) The employee must have, or have a relative or household member who has, an extraordinary or severe illness, injury, impairment or physical or mental condition; or
 - (ii) The employee has been called to service in the uniformed service; or
 - (iii) The employee is a victim of domestic violence, sexual assault, or stalking; or
 - (iv) 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 services 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.

- 2) 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.
- 3) The employee has depleted all of their sick leave reserves or provides written confirmation by a medical doctor that, as a medical probability, the employee will remain unable to return to work until after all remaining leave with pay is consumed. The employee has depleted or will shortly deplete their sick leave reserves. In the event the employee claims they will shortly deplete their sick leave, medical confirmation will be required.
- 4) 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:

- 1) 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.
- 2) The employee shall not receive more than 261 days of leave.
- 3) Any employee who has accrued more than 60 days of sick leave may request that the District transfer up to 6 days of such accumulated sick leave annually provided that in no event will a transfer be allowed to reduce the donor's leave bank account below 60 days. The Superintendent or designee shall develop forms and processes necessary to implement this clause.
- 4) 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.
- 5) Leave transfers may be allowed only as to Association members currently employed by the District.
- 6) Recipients of donated leave shall continue to be District employees and shall continue to receive normal employee benefits.
- 7) 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.

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

7. Attendance Incentive Program. For each day of sick leave earned in a school year, the employee will receive \$50 for each unused day, up to a maximum of \$600. Days carried over from year-to-year do not qualify for incentive payment. If an employee is on a leave of absence status and does not earn sick leave days, or uses more sick leave days than he/she earned in a school year, the employee does not qualify to receive the incentive pay in that year. The attendance incentive will be paid in August.

B. Maternity/Paternity or Adoption Leave

The employee shall be entitled to take a leave of absence for childbirth or adoption for the period of 60 workdays in the school year. Upon the employees return he/she 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) The employee is entitled to use accrued personal leave and sick leave 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.
- 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, if granted, 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 his/her 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.
8. The District will notify the Association of the name and duration of approved unpaid medical leaves of absence for purpose of Association administration of the unpaid medical leave pool.

D. Bereavement Leave

Bereavement leave not to exceed five (5) days will be allowed with pay to all employees for each death in the family. A total of two (2) additional days per year will be allowed with pay to all employees for non-family members.

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 (15%) 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]), with a district maximum of sixteen (30) staff, will be granted leave on Monday or Friday or immediately preceding or following a holiday/vacation or after May 1. Beginning in 2016-2017, the district maximum will not apply. Such leave shall be approved on a first come, first served basis.
 - c) Employees terminating employment during the first semester or employees hired during the second semester 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 district maximums or 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 his/her 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 July or August.

4. Personal Leave Bank

Employees may elect to bank up to two (2) personal leave days to carry over into the next school year. Accumulation of personal leave is limited to five (5) days total (6 for those who qualify for incentive leave.) Applications will be accepted between the first and last work days in March. Requests will be granted on a first-come, first-served basis, up to a limit of one hundred fifty (150) employees each year. Employees who wish to bank personal leave must fill out the district application form each year. Banked days may not be cashed out or converted. Provisional employees shall not be allowed to bank personal leave.

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 E.1 and E.2 will apply.

5. Personal Leave Conversion

To assist in off-setting 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 leave. This day will be allocated at the start of the school year following completion of fifteen (15) 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. When necessary, 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 one hundred eighty (180) work days 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. Ninety (90) of these days may be taken in half-day increments up to a total of one hundred eighty (180) half-days.
2. The Association President shall also be entitled to a 1.0 FTE release time per contract year to attend to Association business.
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 full or half-day substitute's pay and benefits for each day or half-day of 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 one year's leave of absence without pay. A second year shall be granted upon application of the employee.
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: CERTIFICATED EMPLOYEE FACILITIES

- A. The District shall provide the following in each school facility at which employees are assigned:
1. Designated parking;
 2. Keys will be issued for the classroom, faculty lounge, designated work areas, and outside door of the building;
 3. Telephone in each faculty lounge.
 4. Within three months of the date of ratification of this contract, the district will complete an inventory of classroom/instructional space in each building, and provide the Association with a plan to provide lockable space for each employee. The plan to provide lockable space will be completed no later than one year from the date of ratification.
- B. In addition to items 1 through 4 above, the district shall, within available resources, attempt to provide the following:
1. A classroom, or workspace, appropriate to assignment (counselor's office, consulting room, etc.)
 2. The classroom/workspace shall include: a separate desk, a computer for the employee's professional use, chair and adequate lockable storage space for professional and/or instructional materials.
 3. Equipment and materials required for the implementation of I.E.P.'s shall be provided prior to the placement of the student into least restrictive environment.
 4. The District shall maintain all facilities, equipment, materials and information in a safe, clean, healthful and functional manner.
 5. The District will make every effort to limit the number of classroom changes a teacher makes each day if the teacher is assigned to more than one class room in a building.

SECTION 2: EMPLOYEE WORKLOAD

1. Curricular Preps

Every effort shall be made to limit secondary curriculum preps to a maximum of three (3), and every effort will be made to limit the number of schedule changes for specialists.

2. Class Size

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

A. Elementary:

<u>Grade Level</u>	<u>Maximum</u>
K-1	24
2-3	29 (27 in 2016-2017)
4-5	29 (28 in 2016-2017)
Combination room:	26
K-1 Combination room:	22
ESL, SET, Bilingual:	Lower class size may result, if funded by categorical programs
Music, Art, PE:	Same as grade level

Fifteen (15) minutes shall be built into the Art, Music, and P.E. schedules to allow for "passing time" each day. Early release days will have a maximum of ten (10) scheduled 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.

B. Secondary:

<u>Grade Level</u>	<u>Maximum</u>
6	29 (28 in 2016-2017)
7-12	155 students per day with a class maximum of 32 (30 in 2016-2017)

Middle School Combination Room: 26

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

PE, exploratory teachers: 34 students per class with a daily maximum of 204
Beginning in the 2010-2011 school year, the class size for secondary Health classes will be 32.

Choir, Band, Orchestra: No limit. Due to the unique circumstances of these programs, schedule, class size, and support will be reviewed annually by the Association and the District.

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.

3. Mainstreaming

- A. Special education procedures and forms are available on the intranet to all employees with information on:
 - (a) referral process
 - (b) assessment and eligibility
 - (c) placement
 - (d) IEP development
 - (e) change of placement
 - (f) parental rights
 - (g) discipline
- B. Employees shall be given 24 hours notice and appropriate placement information before admission of mainstreamed inclusion students to the classroom.
- C. Regular classroom employees assigned a special needs student shall be given general education accommodation and modification information from the student's individualized education program (IEP).
- D. The parties wish to address the impact of special services students and students with chronic high needs (CHN) (as identified by at least the teacher and administrator) in the general education classroom. A CHN student has a documented pattern of behavior that has a negative impact on student learning and results in increased teacher workload.

Towards this end, the district will make every effort to 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 other factors. Every effort will be made to limit placements to 6 or less (5 K-1) per class.

When more than six (6) (5 K-1) special services or chronic high needs students are placed in a general education classroom, the number of students above six (6) (5 K-1) will be weighted 2:1 for purposes of calculating overload and to determine support to alleviate the impact in the classroom.

Special Services/chronic high needs students will not be counted toward the Sped/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 2, paragraph (4).

4. Procedure for Handling Workload Concerns

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, and other applicable administrator and staff (i.e. 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.

Options include but are not limited to:

- (a) added paraeducator time or other support;
- (b) transfer students or employees within the building;
- (c) form additional class sections;
- (d) provide additional staff.

5. Overload Procedures

In order 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 "C" 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 ten (10) 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.

6. 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.

With the exception of Band, Choir and Orchestra, whenever a section exceeds the above maximum standards, an overload shall 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, according to the following schedule:

# of Overload Students	Level 1	Level 2	Level 3
1-2	\$15/day or \$3/hr	\$15/day or \$3/hr	\$15/day or \$3/hr
3-4		\$30/day or \$6/hr	\$30/day or \$6/hr
5 or more			\$60/day or \$12/hr

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 eight (8) student attendance days of the school year and the first five (5) student attendance days of new second semester classes at the secondary level.

Overload data will be submitted by the last work day of the month and, once verified by the district and PAE, will be compensated on a monthly basis.

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 over thirty-two (32) students 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.

7. Special Education

1. In order to facilitate the educational assessment and programming of students with disabilities, and to provide health, 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 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 needs and concerns regarding a special education student who is placed in general education classes.

2. Special Services Workload

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

- a) Class size: The District's class size shall be regulated according to the following schedule. At least six (6) hours per day of paraeducator time shall be allocated to a building per 1.0 FTE (prorated) special education teacher (except for ½ day pre-school and Kindergarten). Special education paraeducators will be scheduled by the special education staff with approval by the building administrator.
- b) Blended classes shall be limited to the smaller class size and case load as listed.
- c) Time spent serving home based students outside of the contracted day will be compensated at per diem rate.
- d) Class size limits for new programs or renamed classes shall be negotiated.

2. Elementary Levels

<u>Class</u>	<u>Students per Class</u>
Life Skills:	
Grades 1-3	8
Grades 3 & 4	8
Grades 5 & 6	8
Pre-School	10
Kindergarten	10
Self-Contained:	
Primary Grades 1-3	12
Intermediate Grades 4 & 5	12
Behavior Disorder Classrooms	8
Autistic LS/SC Classrooms	10
Structured Learning:	10
Resource Room:	30 IEP students or
	13,500 contact minutes per 5 day week, or
	10,800 contact minutes per 4 day week
or	31-40 students \$3 per student per day,
	41-45 students \$6 per student per day,
	46 and above \$12 per student per day
Developmental Preschool:	
Two-day per week classes	9 students and two 6.5 hour paraeducators

Three-day per week classes	9 students and two 6.5 hour paraeducators
Four-day per week classes	8 students and two 6.5 hour paraeducators

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.

3. Elementary and Secondary Levels

<u>Class</u>	<u>Students per Class</u>
Adaptive Life Skills Ambulatory	6
Adaptive Life Skills – Non-Ambulatory	6
Extended Resource Room	12
Deaf Education	12

4. Secondary Levels

<u>Class</u>	<u>Students per Class</u>
Life Skills (7 – 12+)	12
Middle School:	
Self-Contained	12
Behavior Disorder Model	16 (with 2 FTE/1 paraeducator model)
Resource Room	16
Blended (Resource/Self-Contained)	12
High School:	
Self-Contained	12
Resource Room	15

5. Speech Language Pathologists:

- a) A case load of forty-five (45) or fifty-five (55) with three (3) hours per day SLP tutor support. A case load of forty-six to forty-nine qualifies for one (1) hour per day of tutor support. A case load of fifty to fifty-four qualifies for two (2) hours per day of tutor support. Caseloads and tutor support will be prorated based on employee FTE for part-time SLPs, according to the following:

FTE	<u># of Students without support</u>	<u># of students with support</u>
.1	<u>4.5</u>	5.5
.2	<u>9</u>	11
.3	<u>13.5</u>	16.5
.4	<u>18</u>	22
.5	<u>22.5</u>	27.5
.6	<u>27</u>	33
.7	<u>31.5</u>	38.5
.8	<u>36</u>	44
.9	<u>40.5</u>	49.5
1.0	<u>45</u>	55

<u>Weekly SLP Tutor Support</u>					
<u>FTE</u>	<u>46-49 assigned students</u>	<u>50-54 assigned students</u>	<u>55-66 assigned students</u>	<u>67-77 assigned students</u>	<u>78-88 assigned students</u>
<u>.1</u>	<u>.5</u>	<u>1</u>	<u>1.5</u>	<u>3</u>	<u>4.5</u>
<u>.2</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>6</u>	<u>9</u>
<u>.3</u>	<u>1.5</u>	<u>3</u>	<u>4.5</u>	<u>9</u>	<u>13.5</u>
<u>.4</u>	<u>2</u>	<u>4</u>	<u>6</u>	<u>12</u>	<u>18</u>
<u>.5</u>	<u>2.5</u>	<u>5</u>	<u>7.5</u>	<u>15</u>	<u>22.5</u>
<u>.6</u>	<u>3</u>	<u>6</u>	<u>9</u>	<u>18</u>	<u>27</u>
<u>.7</u>	<u>3.5</u>	<u>7</u>	<u>10.5</u>	<u>21</u>	<u>31.5</u>
<u>.8</u>	<u>4</u>	<u>8</u>	<u>12</u>	<u>24</u>	<u>36</u>
<u>.9</u>	<u>4.5</u>	<u>9</u>	<u>13.5</u>	<u>27</u>	<u>40.5</u>
<u>1.0</u>	<u>5</u>	<u>10</u>	<u>15</u>	<u>30</u>	<u>45</u>

- b) IEP referrals which do not result in the student receiving services will be counted as one (1) case per four (4) referrals.
- c) The district will pay applicable ASHA membership and certification dues up to \$600.00. The District will pay for clock hours as specified in Article VII, Section 1(l).
- d) The district will pay a \$2,000 annual stipend to all SLPs who have attained their certification as required by the Health Care Authority.
- e) When a vacancy occurs, SLPs and the District will collaboratively determine position assignment positions based on seniority, qualifications and experience, caseload, and program needs.
- f) The District will pay a mentor stipend of \$500 to SLPs assigned to oversee new-to-district SLPs for one year, or assigned to CFY SLPs.
- g) Overloads shall be compensated at a rate equal to \$1.00 per day per student or added tutor support will be provided, according to the following schedule. Overloads shall be compensated at a rate equal to \$2.00 per day per student over 70 on a caseload:

<u># of Assigned IEPs</u>	<u>Added tutor support hours per week</u> (proportionate to amount of overload)
56-66	up to 3
67-77	up to 6
78-88	up to 9

If an SLP is to receive tutor support, but a tutor position is all or partially vacant, the SLP will qualify for overload compensation based on the prorated non-tutor-supported caseload over 45 students. (Ex: caseload of 55, has 1.5 hours of tutor support- would qualify for overload for 50% of 10 students- 5 in overload).

- h) SLPs will have IEP hours or IEP release days according to the following schedule:

<u># of Assigned IEPs</u>	<u>#of Hours</u>	<u>OR</u>	<u>#of Release Days</u>
Up to 30	7		
31-40	14		
41-50	21		
51-60	28		
61-70	35		5
71-80	42		6
81-90	49		7
91 +	56		8

6. Occupational/Physical Therapists:

- (i) A caseload of 40 plus six (6) hours per day of paraeducator time (prorated). If an OTR is supervising a COTA, their caseload together is 70. If a PT is supervising a PTA, their caseload together is 70.

- (ii) IEP referrals which do not result in the student receiving services will be counted as one (1) case per four (4) referrals.
- (iii) The District will pay applicable AOTA/WOTA/APTA/PTWA membership and certification dues up to \$600.00 per year.
- (iv) The District will pay a \$2,000 annual stipend to all OTRs and PTs who have attained their certification as required by the Health Care Authority.
- (v) 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
- (vi) Overloads shall be compensated at a rate equal to \$1.00 per day per student. OTs and PTs will have IEP/IFSP hours or release days according to the following schedule:

# of Assigned IEPs	#of Hours	OR	#of Release Days
Up to 30	7		
31-40	14		
41-50	21		
51-60	28		
61-70	35		5
71-80	42		6
81-90	49		7
91 +	56		8

7. School Psychologists

- (i) A caseload of 150 per psychologist,
- (ii) Overloads shall be compensated according to the following schedule:

Caseload	Overload Compensation		Clerical Support
150	\$0		0
151-175	\$1 per student per day	or	5 hours
176-200	\$2 per student per day	or	10 hours
201+	\$3 per student per day	or	15 hours

- (iii) Caseloads will be prorated based on employee FTE for part-time psychologists.
- (iv) The district will pay a mentor stipend of \$500 to psychologists assigned to oversee an intern for the year.
- (v) When a vacancy occurs, the psychologist and the District will collaboratively determine positions based on seniority, qualifications and experience, caseload, and program needs.

8. Preschool Inclusion Case Manager (Head Start/ECEAP): caseload of 45.

3. Special Education Instructional Support

- (i) 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.
- (ii) Secondary: In an effort to support Special Education students in general education classes, each Middle School Resource Room teacher and each High School Special Services (except Adaptive Life Skills) teacher will be scheduled for an inclusion support/case management period during the instructional day. The purpose of the inclusion support/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 (if the schedule of teaming time does not otherwise allow). If an employee is required by an administrator to substitute during scheduled inclusion support/case management time, the employee will be compensated at an hourly rate of \$55.00.

The instructional support time referenced in this section (F)(3)(b) is provided based upon instructional delivery for Special Education students in a traditional bell-schedule model. The District retains the discretion to implement a different instructional model based upon student educational need.

The district and the association agree to establish a committee to examine the effectiveness of the instructional support time referenced in this section in the middle school block schedule model. The committee must include at least one middle school resource room teacher and one middle school administrator.

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

4. IEP Hours

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:

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

<u># of Assigned IEPs</u>	<u># of Hours</u>
Up to 30	7
31-40	14
41 – 50	21
51 – 60	28

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

<u># of Assigned IEPs</u>	<u># of Hours</u>
Up to 15	7
16 – 20	14
21 – 25	21
26 -30	28
31-35	35
36-40	42
41 +	49

5. IEP Release Days

- (i) In the case of programs that have no control of their own scheduling (i.e.: elementary self-contained classrooms, secondary special education classrooms), up to ten (10) IEP days shall be provided annually to each employee for release time during the workday, subject to (b) and (c) below.
- (ii) For purposes of completing work on IEPs, six (6) of the IEP days referenced above shall be paid at the employee’s per diem rate in ten (10) equal payments on a supplemental contract beginning in September. The remaining four (4) of the IEP days may be taken as release time in full-day or half-day increments. If an employee wishes to receive payment for the time in lieu of release time, he/she may do so at the conclusion of each semester (two days per semester), provided the IEPs were completed in a timely manner and were in compliance with OSPI/WAC requirements. Staff with incomplete IEPs or compliance work after the first semester will be required to take the second semester days as release time.
- (iii) For employees who qualify for (b) above and are required to complete portfolio assessments, one (1) additional day may be taken as release time. The employee may receive payment in lieu of release time according to the provisions of (b) above.

6. 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 whose work requires Extended School Year planning for students. Such release time shall not be reasonably refused.

7. Experience Credit

Experience credit will be allowed for verified professional work (birth to age 21 experience) for SLPs and OT/PTs. The experience credit will be computed in the same manner as teaching experience for school age students on the SAM. Payments made under this paragraph will be through a supplemental incentive contract for the purpose of hiring and retaining SLPs and OT/PTs.

8. 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. Considering program needs, every effort will be made to implement the change at the start of the school year.

9. Portfolio Assessments

The district will provide annual training and assistance for employees required to complete portfolio assessments. This will include, at a minimum, two 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 portfolio assessments. Employees with concerns regarding workload due to portfolio assessments may refer to Article IX, Section 2(4), Procedures for Handling Workload Concerns.

SECTION 3: 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.

SECTION 4: 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.

1. In accordance with Washington Administrative Code, each employee shall have the authority to impose discipline upon a student for misconduct, which violates written rules of the school district and/or individual classroom.
2. 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 days or until the principal or designee and employee have conferred. The following shall apply:
 - a) Except in emergency circumstances, the employee first must attempt one or more forms of corrective action.
 - b) 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 days or until the principal/designee and the teacher have conferred.
 - c) Employees shall be notified when a student is suspended from his/her specific class by the next day.
 - d) Each employee shall have authority to recommend to administration a longer suspension and/or expulsion for misconduct based upon the severity of the infraction. When an employee makes a written recommendation for expulsion or long term suspension, the following shall apply:
 - e) The principal shall meet with the affected employee to clarify the process for expulsion or long term suspension and to investigate the basis of the recommendation.
 - f) The principal shall provide a written response to the employee's request setting forth his/her disposition regarding the recommendation.
 - g) 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.

3. 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 to be distributed to each employee at the beginning of the school year and posted on the intranet 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.
4. The District shall conduct instructional meetings for employees concerning all applicable federal, state, and local laws; 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 intranet 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.
5. When more than one administrator is assigned to a site, the administrators shall arrange their schedules so that one 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.
6. 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 Intranet. Each building will have a copy of the Special Services Handbook available in the office.

SECTION 5: WEAPONS, ASSAULTS, THREATS AND BULLYING

The District shall maintain a no toleration policy toward students who are in any way involved with a weapon on school property or at a school activity. The District shall also maintain a no toleration policy toward students who are in any way involved in an assault, threat, or bullying directed towards an employee. 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.

SECTION 6: ELEMENTARY/MIDDLE SCHOOL PARENT CONFERENCE TIME

A conference period of four (4) days in the fall 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.

Conference schedules will allow adequate time for a conference with each parent. In the event a parent refuses to conference after every reasonable attempt is made by the employee, then the employee shall be relieved of such responsibility. No employee shall be expected to work more hours during a conference week than they are expected to work during a regular work week.

Conferences with parents of kindergarten students shall be scheduled for four (4) days in the fall and four (4) days in the spring.

SECTION 7: BEGINNING TEACHER ASSISTANCE PROGRAM

Should the District choose to participate in the beginning teacher assistance program, the provisions of WAC 392-196 and the following guidelines for participation shall be in effect:

- a) Selection of mentor teachers shall be made by the building principal or supervisor with assistance from a representative from the work site appointed by the Association president. Whenever a beginning teacher is nominated by a building principal or supervisor, the District shall notify the Association of that nomination. The Association shall then immediately appoint a representative from the work site for the selection process.
- b) In the event the Association representative does not agree with the selection of the mentor teacher, then the parties shall have the matter reviewed jointly by the Superintendent or designee and the Association president for the final disposition.
- c) Method of payment and amount of payment will be determined by the District and Association prior to October 1, will be in accordance with state funding, and referenced in a letter of agreement.

The District and the Association agree to continue the Letter of Agreement establishing a teacher support program and by February 1, 2016 the parties will finalize the understanding regarding the program.

SECTION 8: 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.

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

A. 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.

Supplies and consumables shall be \$400.00 per employee per year at the elementary and \$200.00 per employee per year at the secondary. Monies shall be spent at the discretion of the teacher. Teachers will be provided with office and classroom supplies appropriate to grade level.

B. Crisis Management

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.

C. Building Leadership

1. The building leadership committee shall assist in the implementation of school improvement including, but not limited to, providing input to the disbursement of funds.
2. 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.

D. Program, Curriculum, and Professional Development

Certificated staff will be involved with program, curriculum, schedules, and professional development, including revising report cards.

E. Student Behavior

- 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 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.

F. Washington State Assessments

- 1. Assessment administration training shall be provided to all employees required to administer the assessment. Such training shall be provided reasonably before the assessment begins.
- 2. Such assessment training shall be offered during the regular contract day if possible. If the training is offered outside the contract day, employees shall be compensated at curriculum rate. Employees shall be required to attend.
- 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.

G. Work day start and end times and school schedule for end-of-year reporting of grades/test results.

H. School Improvement

- A. When a site creates and implements a school wide improvement plan, a committee shall be formed and shall be subject to shared decision making.
- B. Standards, procedures, and other recommendations shall be submitted to the employees at the site for acceptance. Acceptance shall be by consensus of those voting. No plan may alter or suspend contractual rights.

B. 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 association president, depending on the committee.
- B. The committees shall attempt to include representatives from a cross section of employees.
- C. The district will make every attempt to provide time for such committees to meet during the regularly scheduled workday. In the event that time cannot be provided during the regularly scheduled work day, service on these committees will be compensated at curriculum rate.

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

C. Middle School Advisory.

The District will not implement middle school advisory in 2015-2016. The district will notify the Association by November 1, 2015 of any intent to implement middle school advisory in the next school year, and will bargain any impacts prior to implementation.

ARTICLE X – DURATION

This contract shall remain in full force and effect from September 1, 2015, to and including August 31, 2017. Either party may, in writing no later than sixty (60) days before August 31, 2017, 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; double levy failure.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this ____ day of _____, 2015.

PASCO SCHOOL DISTRICT NO. 1

PASCO ASSOCIATION OF EDUCATORS

BY: _____
Ryan Brault
President of the Board

BY: _____
Greg Olson
President of the Association

BY: _____
Saundra Hill
Superintendent of Schools

BY: _____
Matthew Polk
Lead Bargainer

BY: _____
Sarah Thornton
Assistant Superintendent/Lead Bargainer

PASCO SCHOOL DISTRICT #1 2015-16 SCHOOL CALENDAR

AUGUST 2015							SEPTEMBER 2015							OCTOBER 2015						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	* 21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			
Aug 26	Tier II - District													21 Oct	Secondary Early Release					
Aug 27	Tier II - Building						15 Sep	First Student Day												
Aug 28	Tier II - Building Retreat																			
Aug 31	Tier II- Building																			
NOVEMBER 2015							DECEMBER 2015							JANUARY 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7			1	2	3	T 4	5						1	2
8	9	10	11	12	Q 13	14	6	7	8	* 9	10	11	12	3	4	5	6	7	8	9
15	16	<17	18	19	20	>	13	14	15	16	17	18	19	10	11	12	* 13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	S 29	30
11 Nov	No School/Veterans Day													31						
13 Nov	End of First Quarter: 7-12						4-Dec	End of 1st Trimester: K-6						1-Jan	No School/Winter Break					
	Second Quarter starts Nov. 16							2nd Trimester starts Dec 7						13 Jan	Secondary Early Release					
17-20 Nov	Early Release: K-8 Conferences						9 Dec	Secondary Early Release						18-Jan	No School/Martin Luther King Day					
25 Nov	Early Dismissal K-12/Thanksgiving						23-31 Dec	No School/Winter Break						29 Jan	End of 1st Semester: 7-12					
26-27 Nov	No School/Thanksgiving Break														2nd Semester begins Feb. 1					
FEBRUARY 2016							MARCH 2016							APRIL 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6			1	2	3	4	5						Q 1	2
7	8	9	* 10	11	12	13	6	7	8	* 9	10	T 11	12	3	4	5	6	7	8	9
14	15	16	17	18	19	20	13	14	< 15	16	17	18 >	19	10	11	12	13	14	15	16
21	22	23	24	25	26	27	20	21	22	23	24	25	26	17	18	19	20	21	22	23
28	29						27	28	29	30	31			24	25	26	27	28	29	30
10 Feb	Secondary Early Release						9 Mar	Secondary Early Release						4-8 Apr	No School/Spring Break					
15 Feb	No School/Presidents' Day						11 Mar	End of 2nd Trimester: K-6						1 Apr	End of 3rd Quarter: 7-12					
								3rd Trimester starts Mar 14							4th Quarter starts April 11					
							15-18 Mar	Early Release: K-8 Conferences												
MAY 2016							JUNE 2016													
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat							
1	2	3	4	5	6	7				1	2	3	4							
8	9	10	* 11	12	13	14	5	6	7	8	9	10	11							
15	16	17	18	19	20	21	12	13	14	15	16	17	18							
22	23	24	25	26	27	28	19	20	21	22	23	24	25							
29	30	31					26	27	28	29	30									
11 May	Secondary Early Release						17 Jun	Last Student Day						[/]	First / Last Day of School					
30 May	No School/Memorial Day						17 Jun	End of 2nd Semester: 7-12							No School					
							17 Jun	End of 3rd Trimester: K-6							Holiday					
							20 Jun	1st snow day if necessary						*	Secondary Early Release					
							21 Jun	2nd snow day if necessary						E	Early Release: Grades K-12					
														Q	Quarter Ends: Grades 7-12					
														T	Trimester Ends: Grades K-6					
														S	Semester Ends: Grades 7-12					
														< >	Parent-Teacher Conferences: (Grades K-8 Early Release)					

GRIEVANCE FORM A

NOTICE OF GRIEVANCE

Grievant _____	Date of formal presentation _____
Home address _____	Level filed _____ 1 _____ 2 _____ 3 _____
_____	Phone number (home) _____
School _____	Phone number (school) _____
Immediate supervisor _____	
Subject area/grade level _____	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 _____

Distribution of form: Immediate supervisor Association Grievant	_____ Signature of Grievant _____ Signature of Association Representative _____ Supervisor
Staff member _____	

2015-2016 SALARY ALLOCATION MODEL

SALARY BASE:									
	35,069								
<u>Years</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>*BA+135</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90</u>
0	35,069	36,016	36,997	37,981	41,137	43,170	42,045	45,201	47,235
1	35,541	36,501	37,495	38,522	41,711	43,732	42,512	45,701	47,722
2	35,991	36,960	37,965	39,071	42,250	44,293	42,983	46,162	48,205
3	36,454	37,433	38,448	39,589	42,763	44,855	43,429	46,600	48,693
4	36,909	37,931	38,952	40,133	43,325	45,432	43,896	47,089	49,197
5	37,378	38,405	39,436	40,683	43,863	46,013	44,371	47,553	49,703
6	37,861	38,865	39,932	41,240	44,405	46,566	44,859	48,024	50,184
7	38,709	39,728	40,809	42,188	45,401	47,621	45,771	48,982	51,204
8	39,950	41,025	42,131	43,625	46,881	49,183	47,206	50,463	52,764
9		42,368	43,529	45,077	48,409	50,789	48,657	51,991	54,371
10			44,944	46,604	49,979	52,439	50,185	53,562	56,021
11				48,175	51,624	54,133	51,756	55,207	57,714
12				49,696	53,313	55,897	53,389	56,895	59,479
13					55,043	57,704	55,079	58,624	61,285
14					56,781	59,579	56,819	60,477	63,161
15					58,259	61,129	58,296	62,049	64,803
16 or more					59,423	62,351	59,462	63,290	66,099

2015-2016 CERTIFICATED SALARY SCHEDULE										
Includes Supplemental Stipend for TRI Pay										
SALARY BASE:	35,069	**Elementary teachers receive an additional .55% of base salary								
<u>Years</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>*BA+135</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90</u>	
0	35,069	36,016	36,997	37,981	41,137	43,170	42,045	45,201	47,235	Base
	3,928	4,034	4,144	4,254	4,607	4,835	4,709	5,063	5,290	TRI
	38,997	40,050	41,141	42,235	45,744	48,005	46,754	50,264	52,525	Total
1	35,541	36,501	37,495	38,522	41,711	43,732	42,512	45,701	47,722	Base
	3,981	4,088	4,199	4,314	4,672	4,898	4,761	5,119	5,345	TRI
	39,522	40,589	41,694	42,836	46,383	48,630	47,273	50,820	53,067	Total
2	35,991	36,960	37,965	39,071	42,250	44,293	42,983	46,162	48,205	Base
	4,031	4,140	4,252	4,376	4,732	4,961	4,814	5,170	5,399	TRI
	40,022	41,100	42,217	43,447	46,982	49,254	47,797	51,332	53,604	Total
3	36,454	37,433	38,448	39,589	42,763	44,855	43,429	46,600	48,693	Base
	4,083	4,192	4,306	4,434	4,789	5,024	4,864	5,219	5,454	TRI
	40,537	41,625	42,754	44,023	47,552	49,879	48,293	51,819	54,147	Total
4	36,909	37,931	38,952	40,133	43,325	45,432	43,896	47,089	49,197	Base
	4,134	4,248	4,363	4,495	4,852	5,088	4,916	5,274	5,510	TRI
	41,043	42,179	43,315	44,628	48,177	50,520	48,812	52,363	54,707	Total
5	37,378	38,405	39,436	40,683	43,863	46,013	44,371	47,553	49,703	Base
	4,186	4,301	4,417	4,556	4,913	5,153	4,970	5,326	5,567	TRI
	41,564	42,706	43,853	45,239	48,776	51,166	49,341	52,879	55,270	Total
6	37,861	38,865	39,932	41,240	44,405	46,566	44,859	48,024	50,184	Base
	4,240	4,353	4,472	4,619	4,973	5,215	5,024	5,379	5,621	TRI
	42,101	43,218	44,404	45,859	49,378	51,781	49,883	53,403	55,805	Total
7	38,709	39,728	40,809	42,188	45,401	47,621	45,771	48,982	51,204	Base
	4,335	4,450	4,571	4,725	5,085	5,334	5,126	5,486	5,735	TRI
	43,044	44,178	45,380	46,913	50,486	52,955	50,897	54,468	56,939	Total
8	39,950	41,025	42,131	43,625	46,881	49,183	47,206	50,463	52,764	Base
	4,474	4,595	4,719	4,886	5,251	5,508	5,287	5,652	5,910	TRI
	44,424	45,620	46,850	48,511	52,132	54,691	52,493	56,115	58,674	Total
9		42,368	43,529	45,077	48,409	50,789	48,657	51,991	54,371	Base
		4,745	4,875	5,049	5,422	5,688	5,450	5,823	6,090	TRI
		47,113	48,404	50,126	53,831	56,477	54,107	57,814	60,461	Total
10			44,944	46,604	49,979	52,439	50,185	53,562	56,021	Base
			5,034	5,220	5,598	5,873	5,621	5,999	6,274	TRI
			49,978	51,824	55,577	58,312	55,806	59,561	62,295	Total
11				48,175	51,624	54,133	51,756	55,207	57,714	Base
				5,396	5,782	6,063	5,797	6,183	6,464	TRI
				53,571	57,406	60,196	57,553	61,390	64,178	Total
12				49,696	53,313	55,897	53,389	56,895	59,479	Base
				5,566	5,971	6,260	5,980	6,372	6,662	TRI
				55,262	59,284	62,157	59,369	63,267	66,141	Total

Continued on next page

13		55,043	57,704	55,079	58,624	61,285	Base
		6,165	6,463	6,169	6,566	6,864	TRI
		61,208	64,167	61,248	65,190	68,149	Total
14		56,781	59,579	56,819	60,477	63,161	Base
		6,359	6,673	6,364	6,773	7,074	TRI
		63,140	66,252	63,183	67,250	70,235	Total
15		58,259	61,129	58,296	62,049	64,803	Base
		6,525	6,846	6,529	6,949	7,258	TRI
		64,784	67,975	64,825	68,998	72,061	Total
16 or more		59,423	62,351	59,462	63,290	66,099	Base
		6,655	6,983	6,660	7,088	7,403	TRI
		66,078	69,334	66,122	70,378	73,502	Total
<p>*Employee must have accumulated 135 credits prior to January 1, 1992 in order to be paid from this column.</p>							

**EXTRACURRICULAR SALARY SCHEDULE
2015-2016**

GROUP	0 EXP	1 EXP	2 EXP	3 EXP	4 EXP	5 EXP	10 EXP	15 EXP	20 EXP	25 EXP	30 EXP
multiplier	1	1.08	1.16	1.24	1.32	1.4	1.48	1.56	1.64	1.72	1.8
1	15.8 5541	17.1 5997	18.3 6418	19.6 6874	20.9 7329	22.1 7750	23.4 8206	24.6 8627	25.9 9083	27.2 9539	28.4 9960
2	12.3 4313	13.3 4664	14.3 5015	15.3 5366	16.2 5681	17.2 6032	18.2 6383	19.2 6733	20.2 7084	21.2 7435	22.1 7750
3	10.6 3717	11.4 3998	12.3 4313	13.1 4594	14 4910	14.8 5190	15.7 5506	16.5 5786	17.4 6102	18.2 6383	19.1 6698
4	8.7 3051	9.4 3296	10.1 3542	10.8 3787	11.5 4033	12.2 4278	12.9 4524	13.6 4769	14.3 5015	15 5260	15.7 5506
5	6.8 2385	7.3 2560	7.9 2770	8.4 2946	9 3156	9.5 3332	10.1 3542	10.6 3717	11.2 3928	11.7 4103	12.2 4278
6	4.9 1718	5.3 1859	5.7 1999	6.1 2139	6.5 2279	6.9 2420	7.3 2560	7.6 2665	8 2806	8.4 2946	8.8 3086
7	2.5 877	2.7 947	2.9 1017	3.1 1087	3.3 1157	3.5 1227	3.7 1298	3.9 1368	4.1 1438	4.3 1508	4.5 1578

To promote participation by students who do not traditionally participate in extracurricular activities, elementary positions not listed will be funded out of a pool of \$29,098 (divided equally among the buildings). In 2013-2014, an additional pool of \$30,000, divided based on the October 1 student FTE count, will be made available to individual schools where leadership teams have developed a plan to increase student participation with a goal of each student participating in at least one extracurricular activity each year. An additional \$30,000 will be available in 2014-2015, provided funds were utilized in the prior year. The use of the funds will be determined by the school leadership teams. The Association and the District will monitor the use of the pool of funds through labor-management meetings. Each middle school will receive an additional \$6,000 per year, distributed based on October 1 student FTE.

Middle School positions not listed will be funded out of a pool of money created out of the former Middle School Department Heads budget. The money can be used at the option of each middle school for extracurricular leadership and advisory activities. The use of the fund will be determined by each middle school leadership committee. The money will be divided based on the October 1 student FTE count. (Group 6, Step 5).

Funds for unfilled High School positions may be used as determined by the High School Leadership Teams to fund new extracurricular positions. The parties will mutually place the position for the designated school only on the extracurricular salary schedule if the position continues the following year.

The parties will mutually review the list of identified positions on the extracurricular salary schedule to revise titles.

**EXTRACURRICULAR SALARY SCHEDULE
2015-2016**

Group 1 (16-21 points)

HS Choir Director
 HS Band Director
 HS Drama Director
 HS Mariachi/Guitar Director
 HS ASB Advisor
 HS Strings Director

Group 2 (13-15 points)

HS Speech & Debate
 MS Band Director
 MS Choir Director
 MS Strings Director
 MS Guitar
 MS Mariachi
 MS Drama Director

Group 3 (11-12 points)

HS Newspaper Advisor
 HS Yearbook Advisor
 HS Asst. Band Director

 HS Art Advisor

Group 4 (9-10 points)

HS Key Club Advisors (co)
 HS Natural Helpers
 Senior Class Advisor
 HS Asst. Drama Advisor
 MS Assistant Drama
 MS ASB
 MS FCCLA Advisor
 Elementary Music Advisor

MS Natural Helpers

Group 5 (7-8 points)

HS Department Heads
 HS FCCLA Advisor
 MS Activities Director
 Elementary Head Teachers
 Elementary Strings
 Elementary Band

Group 6 (5-6 points)

HS RAH Club Advisor
 Freshman Class Advisor
 Sophomore Class
 Advisor
 Junior Class Advisor
 HS Ski Club Advisor
 MS Yearbook Advisor
 MS Leadership
 We The People (1 semester if state,
 1 year if national)
 HS MECHA

Group 7 (under 5 points)

HS National Honor Society
 HS AASU
 HS Mock Trial Advisor
 HS Science Club Advisor
 HS Spanish Club Advisor
 HS MECHA
 HS German Club Advisor
 HS French Club Advisor
 HS International Club
 Advisor
 HS Math Team Advisor
 MS Science Olympiad
 NHHS Newspaper
 HS Chess Club
 HS Knowledge Bowl
 NHHS ASB
 MS Junior Honor Society
 Elementary Activities
 Director

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 or 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: fund-raising 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 on 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 a 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.

Insert New TPEP Forms

**SHORT FORM - GOAL-SETTING MODEL
PRE-APPRAISAL CONFERENCE
FOR CLASSROOM TEACHER AND SUPPORT PERSONNEL**

Employee: _____ **Evaluator:** _____

School: _____ **Date:** _____

Grade/Subject: _____

**A. Establishment and Monitoring of Performance Goals
(Attach additional material as needed)**

Performance Goals for
Appraisal Period

Means for Measuring the Degree to
Which the Goal was Reached

B. Additional Comments Relevant to the Conference

Evaluator's signature _____ **Date:** _____

Employee's signature _____ **Date:** _____

**SHORT FORM - GOAL SETTING MODEL
FINAL APPRAISAL REPORT
CLASSROOM TEACHER**

Employee: _____ **Evaluator:** _____

School: _____ **Dates Observed:** _____

Grade/Subject: _____ **Total Time Observed:** _____

A. Summary of the Appraisal Process Observed

1. Instructional skill	Yes	No
2. Professional preparation and scholarship	Yes	No
3. Knowledge of subject matter	Yes	No
4. Classroom management	Yes	No
5. Handling of student discipline and attendant problems	Yes	No
6. Interest in teaching pupils	Yes	No
7. Effort toward improvement when needed	Yes	No

Goals Summary:

B. Evaluator's Comments:

C. Employee's Comments

Signatures indicate completion of the process, but not necessarily agreement.

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

**SHORT FORM - GOAL SETTING MODEL
FINAL APPRAISAL REPORT
SUPPORT PERSONNEL**

Employee: _____ **Evaluator:** _____

School: _____ **Dates Observed:** _____

Grade/Subject: _____ **Total Time Observed:** _____

A. Summary of the Appraisal Process Observed

1. Knowledge and scholarship in special field	Yes	No
2. Specialized skills	Yes	No
3. Management of special and technical environment	Yes	No
4. The support person as a professional	Yes	No
5. Involvement in assisting pupils, parents and educational personnel	Yes	No
6. Instructional skills	Yes	No

Goals Summary:

B. Evaluator's Comments:

C. Employee's Comments

Signatures indicate completion of the process, but not necessarily agreement.

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

**SHORT FORM – CHECKLIST MODEL
FINAL APPRAISAL REPORT
CLASSROOM TEACHER**

Employee: _____ **Evaluator:** _____

School: _____ **Dates Observed:** _____

Grade/Subject: _____ **Total Time Observed:** _____

A. Summary of the Appraisal Process:

Observed

1. Instructional skill	Yes	No
2. Professional preparation and scholarship	Yes	No
3. Knowledge of subject matter	Yes	No
4. Classroom management	Yes	No
1. Handling of student discipline and attendant problems	Yes	No
2. Interest in teaching pupils	Yes	No
3. Effort toward improvement when needed	Yes	No

B. Evaluator's Comments:

C. Employee's Comments:

Signatures indicate completion of the process, but not necessarily agreement.

Evaluator's Signature: _____ **Date:** _____

Employee's Signature: _____ **Date:** _____

**SHORT FORM—CHECKLIST MODEL
FINAL APPRAISAL REPORT
SUPPORT PERSONNEL**

Employee: _____ **Evaluator:** _____

School: _____ **Dates Observed:** _____

Grade/Subject: _____ **Total Time Observed** _____

A. Summary of the Appraisal Process:

Observed

1. Knowledge and scholarship in special field	Yes	No
2. Specialized skill	Yes	No
3. Management of special and technical environment	Yes	No
4. The support person as a professional	Yes	No
5. Involvement in assisting pupils, parents, and educational personnel	Yes	No
6. Instructional skill	Yes	No

B. Evaluator's Comments:

C. Employee's Comments:

Signatures indicate completion of the process, but not necessarily agreement.

Evaluator's signature _____ **Date** _____

Employee's signature _____ **Date** _____

**PROFESSIONAL DEVELOPMENT PLAN (PDP)
CLASSROOM TEACHER**

Observation Time: _____

Name: _____ **School:** _____

Date of Observation _____ **Grade or Subject:** _____

INTRODUCTION: The PDP shall serve as a basis for the observation conference. This PDP is not a part of the employee's permanent file. These criteria are intended only as guidelines. The evaluator and employee are not required to write a narrative on each item.

S= Satisfactory

U= Unsatisfactory

NI= Needs Improvement

N= Not Observed or Not Applicable

1. **INSTRUCTIONAL SKILL:** The certificated classroom teacher demonstrates in his/her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

1.1	Plans assessment aligned with lessons and units.	S	NI	U	N
1.2	Has instructional plans developed for self, substitute or administrator.	S	NI	U	N
1.3	Plans learning activities and assignments which are clear, meaningful, and aligned with lesson outcomes.	S	NI	U	N
1.4	Utilizes assessment results in subsequent planning.	S	NI	U	N
1.5	Clearly states instructional objectives to students.	S	NI	U	N
1.6	Provides explanations and directions that are clear, concise, and consistent with stated objectives.	S	NI	U	N
1.7	Organizes and instructs to maximize student time on task.	S	NI	U	N
1.8	Employs varied teaching and learning strategies.	S	NI	U	N
1.9	Checks for student understanding and modifies instructional plan as needed.	S	NI	U	N

1.10 Uses aligned assessment tools to monitor student learning. S NI U N

1.11 Evaluates individual student progress regularly and maintains records for report card and/or parent conferences. S NI U N

Comments:

2. **PROFESSIONAL PREPARATION AND SCHOLARSHIP:** The certificated classroom teacher exhibits, in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

2.1 Demonstrates a commitment to education as a profession through continual learning and improvement. S NI U N

2.2 Participates in in-service/professional development on a continuing basis consistent with district adopted curriculum and/or program. S NI U N

2.3 Demonstrates appropriate oral and written communication skills. S NI U N

Comments:

3. **KNOWLEDGE OF SUBJECT MATTER:** The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

3.1 Demonstrates knowledge of subject matter. S NI U N

- | | | | | |
|---|---|----|---|---|
| 3.2 Utilizes essential learnings and district adopted curriculum materials as the framework for subject matter. | S | NI | U | N |
| 3.3 Teaches process and skills appropriate to the subject area and to the students' interests and abilities. | S | NI | U | N |

Comments:

4. **CLASSROOM MANAGEMENT**: The certificated classroom teacher demonstrates in his/her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

- | | | | | |
|--|---|----|---|---|
| 4.1 Arranges classroom appropriately for planned activities. | S | NI | U | N |
| 4.2 Maintains orderly, efficient classroom environment conducive to learning. | S | NI | U | N |
| 4.3 Implements well-defined classroom procedures, yet remains flexible. | S | NI | U | N |
| 4.4 Provides a learning environment in which students remain on task. | S | NI | U | N |
| 4.5 Fosters mutual respect in the classroom. | S | NI | U | N |
| 4.6 Helps students develop productive work habits and study skills. | S | NI | U | N |
| 4.7 Maintains lesson plans so that they may be used to show the sequence of appropriate instruction. | S | NI | U | N |

Comments:

5. **HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:** The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

5.1	Clearly and consistently communicates and enforces rules and expectations (building and classroom).	S	NI	U	N
5.2	Disciplines students in a firm but controlled manner.	S	NI	U	N
5.3	Utilizes positive and negative consequences as appropriate.	S	NI	U	N
5.4	Encourages each student to develop responsibility for his/her own behavior.	S	NI	U	N
5.5	Maintains an atmosphere of mutual respect between teacher and students.	S	NI	U	N
5.6	Uses verbal and non-verbal communication to encourage appropriate behavior.	S	NI	U	N
5.7	Deals with discipline on an individual basis.	S	NI	U	N

Comments:

6. **INTEREST IN TEACHING PUPILS:** The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for, or enjoyment in, working with pupils.

6.1	Demonstrates knowledge and acceptance of diversity within the school community.	S	NI	U	N
6.2	Communicates in a professional manner.	S	NI	U	N
6.3	Listens and responds to students' and parents' needs and concerns.	S	NI	U	N
6.4	Communicates with parents about classroom/ student-related matters.	S	NI	U	N

6.5	Informs administrator of situations regarding student behaviors, academic progress and parental concern.	S	NI	U	N
6.6	Deals with confidential student information in a legal and ethical manner.	S	NI	U	N
6.7	Utilizes appropriate district/building resources and personnel.	S	NI	U	N

Comments:

7. **EFFORT TOWARD IMPROVEMENT WHEN NEEDED**: The certificated classroom teacher demonstrates a knowledge of his/her limitations and strengths and demonstrates continued professional growth.

7.1	Upgrades teaching method and/or knowledge of subject matter.	S	NI	U	N
7.2	Is receptive to constructive change and demonstrates the continued development of strategies.	S	NI	U	N
7.3	Implements suggestions for improvement written in periodic evaluations and/or plans of improvement.	S	NI	U	N
7.4	Responds positively to constructive criticism.	S	NI	U	N
7.5	Contributes to a cooperative work environment.	S	NI	U	N

Comments:

GOALS:

State two goals you have set for yourself for the school year.

1.

2.

Evaluator's Comments:

Employee's Comments:

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

The certificated employee's signature indicates that the employee has read and discussed the evaluation in a conference but does not necessarily imply agreement. Employee's remarks may be included within five (5) working days of the evaluation conference.

**LONG FORM –PROFESSIONAL DEVELOPMENT PLAN (PDP)
FINAL APPRAISAL REPORT
CLASSROOM TEACHER**

Observation Dates: _____ **Conference Dates:** _____ **Employee:** _____
 _____ **School** _____
 _____ **Grade/Subject:** _____

FINAL APPRAISAL OF PERFORMANCE

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

	S	NI	U
1. Instructional skill			
2. Professional preparation and scholarship			
3. Knowledge of subject matter			
4. Classroom management			
5. Handling student discipline and attendant problems			
6. Interest in teaching pupils.			
7. Effort toward improvement when needed			

Evaluator's comments:

Employee's comments:

Signatures indicate completion of the process, but not necessarily agreement.

Evaluator's signature _____ **Date** _____

Employee's signature _____ **Date** _____

Separate sheet attached: **Yes** **No**

**LONG FORM – PROFESSIONAL DEVELOPMENT PLAN (PDP)
COUNSELOR**

Employee: _____

Date: _____

School: _____

This evaluation reflects the functions of the counseling and guidance staff, K-12. It reflects the 1997 Washington State Guidelines for Comprehensive Counseling and Guidance as established by OSPI.

This evaluation form will be used in making an annual assessment of the counselor’s workplace task performance; according to categories listed herein, in accordance with WAC 392-191-020, RCW 28A.405.110, District policy, due process, ethical standards, and prudent professional judgment.

The “PDP for the Counselor” form may be used as a pre-appraisal form.

S = Satisfactory

U = Unsatisfactory

NI = Needs Improvement

N = Not Observed or Not Applicable

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD--GUIDANCE CURRICULUM:

Guidance Curriculum includes structured classroom, group, and parental experiences presented systematically in grades kindergarten through twelve. The curriculum emphasizes decision making, self-understanding, career exploration and preparation, and the improvement of study skills.

- A. Helps to design and conduct a program providing specific and unique services appropriate to the student, building, and district needs.
- B. Guidance Curriculum supports and enhances building essential learning goals.
- C. Gives active input into student learning objectives.
- D. Encourages the development of the student as a life-long learner.
- E. Helps students to develop skills in self-awareness and self-acceptance, in appreciation of diversity, team-work, communication, and conflict resolution.
- F. Identifies and uses career and educational information and opportunities.
- G. Helps students understand their interests, strengths, preferences and skills as related to career development.
- H. In conjunction with other building professionals, helps students learn the relationships between learning and the world of work.

S

NI

U

N

Evaluator’s Comments (reflective of the above):

Employee’s Comments:

2. SPECIALIZED SKILLS--INDIVIDUAL PLANNING

Individual Planning includes counseling activities to assist all students to plan, monitor and manage their own learning as well as their personal and career development. Individual planning emphasizes test interpretation, informal counseling, educational counseling including college and post-secondary vocational-technical planning and career planning.

- A. Selects individual planning activities consistent with identified, high priority student needs and district goals.
- B. Assists in planning/remediation efforts for students.
- C. Is involved with students in personalized educational and career planning tasks.
- D. Parent support/consultation.
- E. Staff consultation on individual student needs.
- F. Is an advocate for students.
- G. Does individual and group counseling as needed.
- H. Consults with Administrators, parents, and other appropriate staff concerning the development, coordination, and the extension of services, to those with special needs.
- I. Interprets characteristics and needs of students to parents, staff, community, in groups or individual settings.
- J. Maintains confidentiality in accordance with counseling code of ethics and Washington State statutes.

S NI U N

Evaluator's Comments:

Employee's Comments:

3. **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT—SYSTEM SUPPORT**

Support System includes indirect guidance management activities that maintain and enhance the total guidance program. Responsibilities in this component include staff and community relations, special research projects, committees, professional development and student support teams.

- A. Function as a team member in accomplishing building essential academic learning goals.
- B. Works with school administrators to garner support for guidance program.
- C. Provides a comprehensive and balanced guidance program.
- D. Supports district policies and goals.
- E. Participates in the selection and maintenance of career resources.
- F. Fosters community awareness of counseling and guidance program.
- G. Synthesizes and integrates testing and non-testing data concerning students.

S NI U N

Evaluator's Comments:

Employee's Comments:

4. **THE SUPPORT PERSON AS A PROFESSIONAL--PROFESSIONAL DEVELOPMENT**

Acquiring new knowledge and information to foster the special field of guidance/educational environment.

- A. Communicates with students, parents, educational, personnel, and the community.

- B. Can be flexible and works with new ideas.
- C. Has a commitment to professional growth by participation in workshops, seminars, etc.
- D. Integrates knowledge of current issues, human growth and development.

S NI U N

Evaluator's Comments:

Employee's Comments:

1. **INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL--
RESPONSIVE SERVICES**

Responsive Services includes counseling or referral activities to meet the immediate needs and concerns of students. Responsive services include personal counseling, crisis, counseling, agency referral, consultation for parents, teachers and other professionals, supports groups and problem solving.

- A. Conducts counseling and intervention as needed.
- B. Is knowledgeable of professional standards and practices.
- C. Communicates with parents and students.
- D. Participates in staff in-services on crisis planning as warranted.
- E. Works to solve problems and issues.
- F. Uses counseling, consulting, and/or referral skills appropriate to students' problems and circumstances.

S NI U N

Evaluator's Comments:

Employee's Comments:

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

The certified employee's signature indicates that the employee has read and discussed the evaluation in a conference but does not necessarily imply agreement. Employee's remarks may be included within five (5) working days of the evaluation conference.

**LONG FORM –PROFESSIONAL DEVELOPMENT PLAN (PDP)
FINAL APPRAISAL REPORT
COUNSELOR**

Observation Dates: _____ **Conference Dates:** _____ **Employee** _____
 _____ **School** _____

FINAL APPRAISAL OF PERFORMANCE

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

	S	NI	U
1. Knowledge and scholarship in special field—Guidance Curriculum			
2. Specialized skills—Individual planning			
3. Management of special and technical environment—System support			
4. The support person as a professional—Professional development			
5. Involvement in assisting pupils, parents, and educational personnel—Responsive services			

Evaluator’s comments:

Employee’s comments:

Signatures indicate completion of the process, but not necessarily agreement.

Evaluator’s signature _____ **Date** _____

Employee’s signature _____ **Date** _____

Separate sheet attached Yes No

**LONG FORM – PROFESSIONAL DEVELOPMENT PLAN (PDP)
SUPPORT PERSONNEL**

Observation Time _____

Employee _____

School _____

Date of Observation _____

Grade or Subject _____

INTRODUCTION: The PDP should be filled out independently by the evaluator and employee and shall serve as a basis for each observation conference. This PDP is not part of the employee’s permanent file. These criteria are intended only as guidelines. The evaluator and employee are not required to write a narrative on each item.

S = Satisfactory

NI = Needs Improvement

U = Unsatisfactory

N = Not Observed or Not Applicable

EVALUATIVE CRITERIA FOR SUPPORT PERSONNEL

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD. The support person demonstrates a depth and breadth of knowledge and theory and content in the special field; demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate an area of specialty into the total school milieu.

- | | | | | | |
|-----|--|---|----|---|---|
| 1.1 | Provides a theoretical rationale for the use of various procedures. | S | NI | U | N |
| 1.2 | Demonstrates understanding of the basic principles of human growth and development. | S | NI | U | N |
| 1.3 | Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals. | S | NI | U | N |
| 1.4 | Relates and applies knowledge, research findings, and theory deriving from the individual’s specific discipline to the development of a program of services. | S | NI | U | N |

Comments:

2. **SPECIALIZED SKILLS.** The support person demonstrates competency (skill and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

- | | | | | | |
|------|---|---|----|---|---|
| 2.1 | Designs and conducts a program providing specific and unique services within the individual's specific discipline. | S | NI | U | N |
| 2.2 | Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student. | S | NI | U | N |
| 2.21 | To help students integrate and assimilate data. | S | NI | U | N |
| 2.22 | To help others involved with the student, interpret and use data appropriately and accurately. | S | NI | U | N |
| 2.23 | To help other specialists by providing case study materials. | S | NI | U | N |
| 2.3 | Administer assessment procedures, or organize and prepare those who will administer assessment procedures. | S | NI | U | N |
| 2.4 | Demonstrates ability to assist teachers and administrators integrate specialized information in the regular curricular program. | S | NI | U | N |
| 2.5 | Develops goals and objectives which will facilitate the implementation of programs and services. | S | NI | U | N |

Comments:

3. **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** The support person demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

- | | | | | | |
|-----|---|---|----|---|---|
| 3.1 | Selects or recommends testing and non-testing devices, materials, and equipment appropriate to student needs. | S | NI | U | N |
| 3.2 | Demonstrates the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc. | S | NI | U | N |
| 3.3 | Uses comparative and interpretive data. | S | NI | U | N |

- 3.4 Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies. S NI U N

Comments:

4. **THE SUPPORT PERSON AS A PROFESSIONAL.** The support person demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence; demonstrates knowledge of, and commitment to, the ethical code supported by his or her competence area.

- 4.1 Demonstrates awareness of the law as it relates to areas of specialization. S NI U N

- 4.2 Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competence area. S NI U N

- 4.3 Demonstrates commitment to professional activities (attendance at activities, participation on special committees, etc.) S NI U N

- 4.4 Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study. S NI U N

Comments:

5. **INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL.** The support person demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs.

- 5.1 Consult with other staff, school personnel, and parents concerning the development, coordination and/or extension of services to those needing specialized programs. S NI U N

- | | | | | | |
|-----|--|---|----|---|---|
| 5.2 | Plans and develops support programs to serve the preventive and developmental needs of the school population and the special needs for some students. | S | NI | U | N |
| 5.3 | Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications. | S | NI | U | N |

Comments:

6. **INSTRUCTIONAL SKILL.** The support person demonstrates in her/his performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

- | | | | | | |
|-----|--|---|----|---|---|
| 6.1 | Plans assessment aligned with lessons and units. | S | NI | U | N |
| 6.2 | Has instructional plans developed for self, substitute or administrator. | S | NI | U | N |
| 6.3 | Plans learning activities and assignments which are clear, meaningful, and aligned with lesson outcomes. | S | NI | U | N |
| 6.4 | Utilizes assessment results in subsequent planning. | S | NI | U | N |
| 6.5 | Clearly states instructional objectives to students. | S | NI | U | N |
| 6.6 | Provides explanations and directions that are clear, concise, and consistent with stated objectives. | S | NI | U | N |
| 6.7 | Organizes and instructs to maximize student time on task. | S | NI | U | N |
| 6.8 | Employs varied teaching and learning strategies. | S | NI | U | N |
| 6.9 | Checks for student understanding and modifies instructional plan as needed. | S | NI | U | N |

Comments:

GOALS

State two goals you have set for yourself for the school year:

1.

2.

Evaluator's Comments:

Employee's Comments:

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

The certificated employee's signature indicates that the employee has read and discussed the evaluation in a conference but does not necessarily imply agreement. Employee's remarks may be included within five (5) working days of the evaluation conference.

ESSB 5946/Third Grade SBAC Testing

Certificated staff responsible for assessing and reporting 3rd grade student proficiency of English/Language Arts using the state summative assessment will be provided with the following:

1. One half of one Tier 1 (as renamed) day in recognition of time spent outside the normal work day for related required activities. If additional time is needed outside the contracted school day, arrangement for scheduling and payment at curriculum rate shall be coordinated with the employee's administrator.
2. Conferences related to ESSB 5946 will not be held for students exempt under the law. Parents shall be contacted and scheduled according to scheduling practices associated with other parent conferencing requirements in this section. During the parent meeting, teachers will inform parents/guardians of:
 - a. reading improvement strategies that will be available to students before 4th grade; and
 - b. the district's grade placement policy.
3. The district shall follow the collective bargaining agreement for posting, selecting, and compensating summer school positions related to ESSB 5946.
4. Opportunities to provide student interventions outside the normal workday will be posted by the District and made available on a voluntary basis first to grade level teachers in the building, then to all teachers in the building, then on a district-wide basis. Pay for this time shall be at per diem.
5. The parties will meet, review, and discuss workload impacts to 4th grade and subsequent grade level teachers who are required to implement ESSB 5946 student learning plans. The parties will bargain impacts or changes to wages, hours, or working conditions.