

CONTRACT

between the

PASCO SCHOOL DISTRICT NO. 1

and the

PASCO ASSOCIATION OF EDUCATORS

September 1, 2018 – August 31, 2020



PAE

Pasco Association of Educators



**PASCO
SCHOOL DISTRICT #1**

CONTRACT
between the
PASCO SCHOOL DISTRICT NO. 1
and the
PASCO ASSOCIATION OF EDUCATORS 2018-2020

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CONTRACT
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and the
PASCO ASSOCIATION OF EDUCATORS 2018-2020

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PREAMBLE:

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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.

18

WHEREAS:

19
20
21
22

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:

23

ARTICLE I – ADMINISTRATION

24

SECTION 1: EXCLUSIVE RECOGNITION

25

A. Inclusions/Exclusions

26
27
28
29
30

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.

31
32

Such representation shall automatically exclude the following positions:

33
34
35
36

Superintendent	Principals	Directors
Deputy Superintendent	Assistant Principals	Assistant Directors
Assistant Superintendent	Coordinators	

37
38

Such representation shall specifically include the following certificated employees:

39
40
41

Teachers		
Librarians		
ESA Certificated Personnel:		
School Audiologists	School Counselors	School Social Workers
School Occupational Therapists	School Speech Language Pathologists	School Nurses
School Psychologists	School Physical Therapists	

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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

87 shall be paid no less than \$135.00 per day. The district may raise the rate to remain
88 competitive with area districts.

89

90 C. Definition

91

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

95

96 D. Gender

97

98 Words used in this Contract denoting gender shall mean all genders unless a specific context
99 requires otherwise.

100

101 **SECTION 2: MANAGEMENT RIGHTS**

102

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

107

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

111

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

113

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

118

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

121

122 **SECTION 4: MAINTENANCE OF BENEFITS**

123

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

127

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

129

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

132

133 **SECTION 6: CONFORMITY TO LAW**

134

135 This Contract shall be governed and construed according to the Constitution and laws of the
136 State of Washington. If any provision of this Contract, or any application of this Contract to
137 any employee or groups of employees covered hereby shall be found contrary to law by a
138 court of competent jurisdiction, such provision or application shall have effect only to the
139 extent permitted by law, and all other provisions or applications of the Contract shall continue
140 in full force and effect.

141

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

144

145 **SECTION 7: DISTRIBUTION OF CONTRACT**

146

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

151

152 **SECTION 8: SUBCONTRACTING**

153

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

156

157 **SECTION 9: BOARD POLICY**

158

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

161

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

165

166

167

168 **ARTICLE II – BUSINESS**

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

170

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

181

182 **SECTION 2: FAIR SHARE REPRESENTATION FEE (RCW 41.59.100)**

183

184 No member of the bargaining unit will be required to join the Association; however, those
185 employees who are not Association members but who are members of the bargaining unit
186 may pay a fair share representation fee to the Association. The amount of the fair share
187 representation fee will be determined by the Association and transmitted to the Business
188 Office in writing. The fair share representation fee shall be an amount at or less than the
189 regular dues for the Association membership. The fair share representation fee shall be
190 regarded as fair compensation and reimbursement to the Association for fulfilling its legal
191 obligation to represent all members of the bargaining unit (RCW 41.59.100).

192

193 **SECTION 3: PAYROLL DEDUCTIONS**

194

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

199

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

201

202 A. Meetings with Superintendent

203

204 The Association's representatives may meet with the Superintendent at least once a month
205 during the school year to review and discuss current school problems and practices and the
206 administration of this Contract.

207

208 B. Requested Information

209

210 The District shall furnish to the Association upon request information concerning the financial
211 resources of the District, including but not limited to: annual financial reports and audits,
212 register of certificated employees (to include home addresses, phone numbers and work
213 locations), agendas and minutes of all Board meetings, names and addresses of all certificated

214 employees. Further, the district shall provide information as requested by the PAE President,
215 lead bargainer or Uniserv director within five days of the request being made.

216

217 C. Grievance Proceedings

218

219 A certificated employee or representative of the Association who is mutually scheduled to
220 participate during working hours in grievance proceedings, conferences or meeting with
221 representatives of the District shall suffer no loss in pay.

222

223 D. School Facilities and Equipment Use

224

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

228

229 E. Access to Members

230

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

233

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

236

237 F. Posting of Association Notices

238

239 The Association and its affiliates shall have the right to post notices of their activities and
240 matters of Association concern on an Association designated bulletin board in each faculty
241 lounge.

242

243 G. Lesson Plans and Other Professional Documents

244

245 Individual members of the Association shall not be required to submit lesson plans to other
246 bargaining unit members or share the contents of said lesson plans. It is understood daily
247 lesson plans may be reviewed by an employee's evaluator as part of the
248 observation/evaluation process. Teachers will retain lesson plans for one year.

249

250 **ARTICLE III - EMPLOYMENT CONTRACTS**

251 **SECTION 1: EMPLOYMENT CONTRACTS**

252

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

256

257 A. Continuing Contract

258

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

264

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

268

269 B. Leave of Absence Contract (Known Duration)

270

271 A temporary contract of known duration shall mean an employee explicitly contracted for a
272 specified time beyond twenty (20) days as a replacement employee for an employee who is
273 on a leave of absence. Said replacement employee shall be eligible for salary placement
274 prorated to a daily basis, proration of sick leave, proration of insurance (if assigned for at least
275 a semester). Said employee shall be evaluated under the evaluation procedure found herein
276 if the employee is contracted for a semester or more. Such employee shall have full rights
277 under this contract with the exception that salary, insurance and sick leave shall be prorated.
278 The employee shall not have appeal rights when the employment contract is terminated.
279 Evaluation shall be as a provisional employee.

280

281 C. New Classroom Employee

282

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

287

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

291

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

293

294 A. Basic Individual Employee Contracts

295

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

300

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

304

305 B. Release from Contract

306

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

312

313 C. Length of Contract

314

315 The professional contract for employees for the duration of this contract shall be for 180 days.
316 If the state discontinues funding for 180 days, the contract will convert to the days allocated
317 by the State. Compensation shall include items such as student evaluations, class preparation,
318 reporting student progress, up to two (2) building activities, and other flexible duties including
319 curriculum and materials implementation.

320

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

324

325 Time Portion—Designated Optional Days

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

333

334 1. Special Education

335 See IEP release time in Article IX, Section 2(13).

336

337 So that students can benefit from teachers' expertise in specific subject matter, 6th grade
338 teachers may teach focused curriculum. "Focused" means a teacher will teach designated
339 subjects in his/her area of expertise.

340

341

342 D. Educational Staff Associates Length of Contract

343

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

346	Psychologists	10 days supplemental
347	Secondary Librarians	10 days supplemental
348	Secondary HS Counselors	13 days supplemental
349	Middle School Counselors	12 days supplemental
350	Elementary Counselors	8 days supplemental
351	Elementary Librarians	10 days supplemental
352	Nurses	5 days supplemental

353

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

357

358 Elementary counselors shall be scheduled a consistent planning period like other teachers.

359 Elementary counselors shall only be scheduled for class coverage during his/her planning
360 time.

361

362 For the 2018-2019 school year, high school counselors will be allotted two (2) additional days
363 to implement the trimester schedules. These days will be scheduled at counselor discretion.

364 This clause shall sunset at the end of the 2018-2019 school year.

365

366 E. Part Time Teaching Contracts

367

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

370

371 a) For secondary school employees, the salary shall be determined by placing the person on
372 the certificated salary schedule to establish what the full-time rate would be. This rate will
373 be multiplied by a fraction made up of periods actually taught over the total teaching
374 periods in the day. The product of this computation shall be the annual salary for the part
375 time assignment.

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

378 c) All part time employees have the same duties and responsibilities in relation to their
379 assignments as do full time employees.

380 d) Part time employees shall be issued provisional or continuing contracts based on his/her
381 contract status.

382

383 F. Supplemental Contracts

384

385 1. Additional Teaching Periods

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

387

- 388 a) Selection for these contracts shall follow the procedures outlined in Article VI, Section
389 2: Assignment, Transfer, and Vacancy.
390 b) Once selected, employees shall be issued a supplemental contract stating the terms of
391 the position including salary, required hours and/or days, and duration.
392

393 2. Additional Paid Days

394 The following positions shall be offered supplemental contracts (additional days paid at
395 the employee's per diem rate). The district will provide the Association with a list of
396 positions and days on an annual basis or upon request. Days funded shall remain the same
397 unless otherwise bargained with the Association:
398

- 399 a) Career and Technical Education
400 b) Dean of Students
401 c) Educational Specialists
402 d) Literacy Coaches
403 e) Facilitators
404 f) Instructional Coaches
405 g) TOSA (Teacher of Special Assignment)
406 h) Marching Band Directors
407

408 3. Nurses

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

- 411 a) District acceptance of industry provided trainings such as School Nurses of Washington
412 (SNOW) for clock hours;
413 b) District provided training appropriate to their respective duties and specific students in
414 said buildings.
415 c) District provided consumable supplies jointly agreed upon;
416 d) District to provide adequate, appropriate equipment;
417 e) Locking cabinets;
418 f) Classroom supply money (\$400 for elementary and \$200 for secondary) to be spent at
419 the discretion of the nurse;
420 g) Implement emergency ESA certificate and release time to complete the National Board
421 Certification of School Nurses (NBCSN) exam.
422

423 G. Length of Work Day

424
425 The total length of the required work day shall not exceed seven hours and thirty minutes
426 (7.5), including a thirty (30) minute duty-free lunch period. On full school days for students,
427 days where Elementary school employees have no scheduled work obligations after the end
428 of a shortened day (excludes last day of school), and on early release Wednesdays, the
429 employee lunch period shall be scheduled during the student day. Employees shall be at their
430 respective school building for the benefit of students and patrons at least fifteen (15) minutes
431 before the student day begins. Specific report and end times will continue from the previous
432 school year unless otherwise determined through shared decision making (Article IX, Section
433 8). In the event employees are assigned a zero or eighth period class as part of his/her 7.5
434 hour contracted day, said assignment shall be an uninterrupted schedule. Other zero or eighth
435 period positions shall be posted in accordance with the CBA.

436
437 In the event that faculty meetings extend beyond the work day, employees shall be granted
438 flexible time to be used at a time mutually agreed upon by the principal and employees. A
439 variance to the schedule shall be granted with prior notification.

440
441 At least one faculty meeting each month shall be designated as a PAE member meeting, with
442 an agenda developed and facilitated by staff. Such meetings will be held the second week of
443 each month unless a variance to this schedule is granted with prior notification and by mutual
444 agreement to the alternative meeting date. If the meeting facilitated by staff is not needed,
445 advance notice will be provided to the administrator who may develop the meeting agenda.

446
447 1. Secondary

448 Each secondary employee shall be entitled to one (1) planning period per day, equivalent
449 to one regular teaching period. This provision shall be exclusive of lunch time and time
450 before and after the student school day begins. The District acknowledges the value of
451 planning, and agrees to guard against encroachment on this time. In addition, employees
452 will be consulted prior to scheduling use of individual planning periods.

453
454 2. Elementary

455
456 a) Each elementary employee shall be entitled to two hundred forty-five (245) minutes of
457 planning time per week, with at least 180 minutes scheduled in not less than thirty
458 (30) minute blocks. Planning time of two hundred forty-five (245) minutes per week,
459 with at least 180 minutes scheduled in not less than thirty (30) minute blocks shall be
460 scheduled for each elementary employee. The District acknowledges the value of
461 planning and agrees to guard against encroachment on this time. The District will
462 address the issue of 13-minute elementary planning time adjacent to lunch no later
463 than December 1, 2018.

464
465 b) The first contractual Wednesday of each month, excluding November, will be reserved
466 for building/district use as needed. At the discretion of the staff, the remaining
467 Wednesdays will be made available for planning and collaboration. Upon request, the

468 Principal may release Specialists and Special Education teachers from the
469 building/district's contractual Wednesday.

470

471 3. Teaming Time

472

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

475

476 b) Administratively approved team time that falls beyond the work day shall be voluntary
477 and compensated.

478

479 c) At the middle level, the number of required team meetings shall be collaboratively
480 determined by the team, including the applicable teachers and administrators.

481

482

483

484

485

d) If an administrator requires an employee to substitute during a scheduled PLC or
teaming time, the employee will be compensated at an hourly per diem rate.

486

H. Payment

487

488

489

490

491

492

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.

493

494

495

2. Checks shall be issued to the certificated employees on or before the last business day
of each month.

496

497

498

499

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.

500

501

502

503

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.

504

I. Work During Scheduled Planning

505

506

507

508

509

510

511

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.

512

513

If it is necessary for an employee to work during a scheduled planning period, the
employee will be compensated at an hourly per diem rate. This is done only as a last resort

514 and only because it is recognized that an undue burden is placed on the employee.
515 Coverage shall be assigned from an employee's teaming time prior to requiring an
516 employee to cover during planning time. Request for payment shall be processed upon
517 completion of an extra duty pay form.

518

519 2. Each building shall submit a substitute rotation plan to the district by September 30
520 annually. The substitute rotation plan shall be made available to the Association and
521 will be posted on the staff bulletin board.

522

523 3. Involuntary subbing during planning time shall be assigned equitably among all
524 certificated employees. Employees shall not be asked to involuntarily substitute more
525 than once per rotational cycle.

526

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

530

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

533

534 6. Should an employee have his/her duty-free lunch period encroached upon, the
535 association will file a step four grievance of binding arbitration.

536

537 J. Paired Teaching Assignments

538

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

543

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

549

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

552

553 Conditions for paired assignments shall include:

554

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

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

558

559

560 **SECTION 3: CALENDAR**

561

562 A. Calendar Development Criteria

563 See Appendix for 2018-2019 and 2019-2020 calendars.

564

565 1. Instructional Days

566

a) There will be 180 instructional days in the year

567

b) One Semester Day between semesters-the Monday following the MLK holiday

568

c) One Trimester Day the Friday before Veterans' Day, and one Trimester Day the first Friday of March

569

d) Days in (b) and (c) above are non-contracted non-student days.

570

571 2. The first instructional day of the school year will be as follows:

572

a) Labor Day is September 3, school starts August 28

573

b) Labor Day is September 2, school starts August 27

574

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

576

a) Labor Day (first Monday in September)

577

b) Veterans Day

578

c) Thanksgiving Day (fourth Thursday in November)

579

d) Day immediately following Thanksgiving (fourth Friday in November)

580

e) Christmas Day

581

f) First Day of January

582

g) Martin Luther King Day (third Monday in January)

583

h) Presidents' Day (third Monday in February)

584

i) Memorial Day (last Monday in May)

585

586 4. Detail of Winter Break

587

a) Ten week days

588

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

590

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

591

592 6. Other Calendar Days

593

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.

594

b) Any other changes shall be mutually agreed upon through labor management meetings.

595

596 7. Final Instructional Day

597

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

598

599 8. Conferences

600

a) Fall and Spring conferences will be held at the end of the grading period.

601

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

603

604

605 B. Emergency School Closure and Delayed Openings

606

607

608 If the district closes schools, employees will be notified through various media outlets, when possible, by 6:30 a.m. If school has begun for the day and early dismissal is required,

609

610

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

622 **ARTICLE IV – PERSONNEL**

623 **SECTION 1: CERTIFICATED EMPLOYEE RIGHTS**

624
625 A. Individual Rights

- 626
627 1. Employees shall be entitled to full rights of citizenship. There shall be no discipline or
628 discrimination with respect to the employment of an employee due to race, creed, color,
629 marital status, sex, age, national origin, veteran status, political activity or lack thereof, or
630 the presence of any sensory mental or physical disability unless based upon a bona fide
631 occupational qualification provided that the prohibition against discrimination because of
632 such disability shall not apply if the particular disability prevents the proper performance
633 of the particular worker involved.
634
635 2. Employees in their first three (3) years of teaching or other non-supervisory certificated
636 position will be issued a “provisional contract” for “provisional employees” as defined by
637 law; or if an employee has completed provisional status in another Washington State
638 school district, in which case the employee shall be provisional for one (1) year.
639 Provisional employees non-renewed for reasons other than classroom performance, shall
640 have those appeal rights as are prescribed by law.

641
642 B. Right to Join and Support Association

643
644 Employees shall have the right to self-organization, to form, join or assist the Association, to
645 bargain collectively. The Board and Administration shall not directly or indirectly discriminate
646 against any employee by reason of membership in the Association, participation in any
647 grievances, complaints or proceeding under this Contract.
648

649 C. Right to Due Process

650
651 1. Due Process

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

- 656
657 a) notice of any meeting with a district representative. Such notice must include a
658 statement of the nature of the meeting and the employee’s right to representation;
659 b) the right to representation in any meeting with a district representative. When a
660 request for representation is made, no action shall be taken until the employee has
661 secured representation, but no meeting shall be delayed more than three (3) working
662 days without mutual agreement.
663 c) notice of allegations or charges against the employee;
664 d) the right to face his/her accuser(s);
665 e) the opportunity to respond and present evidence in his/her own defense;
666 f) the opportunity to fully participate in a formal investigation if such an investigation is
667 initiated by the district;

- 668 g) the expeditious handling of the hearing
- 669 h) notification of law enforcement involvement/contact made by the district.

670

671 2. Procedure

672 Every effort will be made to resolve complaints against employees at the lowest level
673 possible. The district may pursue an informal resolution or initiate a formal process
674 according to these procedures. Complaints not brought to the attention of the employee
675 through either informal or formal procedures within ten (10) days of the complaint being
676 made known to an administrator may not be used as the basis for any disciplinary action
677 against the employee. Employees shall not be reprimanded, disciplined, suspended
678 without pay, reduced in rank or compensation, nonrenewed or discharged without just
679 cause.

680

681 a) Informal Meeting

- 682 (i) When a concern or problem is brought to the attention of the supervisor, an
683 informal meeting may be held between the supervisor and the employee.
- 684 (ii) No disciplinary action will result from an informal meeting, and no documentation
685 of the informal meeting may be placed in the employee's personnel file.
- 686 (iii) Any directives issued as a result of this meeting shall not constitute disciplinary
687 action.
- 688 (iv) Adequate time will be provided to implement the resolution.
- 689 (v) Employees retain the right to representation in an informal meeting.

690

691 b) Formal Meeting

- 692 (i) The employee will be given written notice of a formal meeting.
- 693 (ii) The employee will also be provided with written allegations or information forming
694 the basis of any formal charge against the employee.
- 695 (iii) If a verbal warning is issued as the result of a formal meeting, it shall not be
696 written. Any notations related to a verbal warning shall be placed in a working file
697 and shall be destroyed no later than one (1) year after the incident.
- 698 (iv) Any written reprimand resulting from a formal meeting shall state that the
699 reprimand will be placed in the employee's personnel file.
- 700 (v) Employees retain the right to representation in a formal meeting.

701

702 **SECTION 2: ACADEMIC FREEDOM**

703

704 A. Definition

705

706 An employee must be free to think and express ideas, free from undue pressure of authority,
707 and free to act within the professional group. Such freedom must be unrestricted except as it 708
709 conflicts with the basic responsibility to utilize the current District-authorized courses of
710 study.

710

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

- 713 1. The right to teach and learn about controversial issues which have economic, political,
714 scientific, or social significance.
715
- 716 2. The right to use materials and strategies which are relevant to the levels of ability and
717 maturity of the students and to the purposes of the school system.
718
- 719 3. The right to maintain a classroom environment which is conducive to the free exchange
720 and examination of ideas which have economic, political, scientific or social significance.
721
- 722 4. The right of employees to participate fully in the public affairs of the community.
723
- 724 5. The right of employees to allow students to have the expression of divergent ideas as long
725 as the expression of their dissent is done within the guidelines of debate and discussion
726 which are generally accepted by teachers in a normal classroom environment.
727
- 728 6. The right of employees to a free expression of conscience as private citizens with the
729 correlative responsibility of a professional presentation of balanced views relating to
730 controversial issues as they are studied in the classroom.

731

732 **B. Responsibilities**
733

734 The principle of academic freedom for employees shall not supersede the basic
735 responsibilities of the employee to the education profession. These responsibilities include:
736

- 737 1. A commitment to support the Constitution of the United States. 738
738 2. A concern for the welfare, growth, and development of children. 739 3.
739 An insistence upon objective scholarship.
740

741 **C. Professional Judgment**
742

743 Recognizing the board's authority to select materials, programs, and strategies for use in the
744 classroom, teachers will exercise professional judgment in determining when and how to
745 modify, supplement, or create lessons and assessments to meet the needs of students and to
746 achieve unit and lesson objectives.
747

748 **D. Curriculum Development and Delivery**
749

750 The District and Association share a mutual interest in obtaining, developing, and delivering
751 high quality curriculum in all subject areas. The expertise, insight, and creativity of the teacher
752 are essential to the development and delivery of curriculum that meets the diverse needs of
753 students.
754

755 **E. Procedures**
756

757 Free interchange of ideas leading to clearer understanding, at the maturity level of pupils
758 must be expected as a part of effective teaching. Any challenge of educational materials on

759 the basis of suitability, upon their presentation of ideas involving morality or patriotism, or
760 upon literary merit shall receive the immediate attention of the employee(s).

761

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

765

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

768

- 769 1. Basic textbooks shall be selected according to RCW 28A.320.230, the applicable rules,
770 regulations, and guidelines of the Office of the Superintendent of Public Instruction and
771 the State Board of Education.
- 772 2. Instructional materials supportive to the basic textbooks for each course and/or grade
773 level shall be selected by the appropriate course and/or grade level teachers.
- 774 3. Additional instructional materials may be selected by individual teachers for occasional
775 use in the classroom. Such materials are to be relevant to the levels of ability and maturity
776 of the students, to the content of the course and to the purposes of the school system.

777

778 F. Curricular Resources

779

780 The district shall provide adequate resources to meet the goals and objectives of classroom
781 lessons and delivery of the curriculum. The district will offer regular professional development
782 opportunities related to district-adopted curriculum and strategies.

783

784 1. Curriculum

785

Committees shall be defined as follows:

786

a) Instructional Materials Committee:

787

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

790

791

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

794

795

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

798

799

Curriculum Adoption Committee:

800

The curriculum adoption committees shall consist of the following:

801

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

803

803

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

806
807 One bilingual and one special education teacher.

808
809 Parents, not to exceed three (3), shall be mutually agreed to.

810
811 The above curriculum adoption committees shall do the following:
812 Identify the components for each curriculum area;
813 Create and/or recommend a scope and sequence;
814 Ensure the curriculum is aligned to state standards/common core (note: this
815 shall not be limited to strategies);
816 Recommend which curriculum shall be provided for staff input based on IMC
817 guidelines;
818 Committees shall solicit materials for consideration, with up to three (3) being
819 provided for teacher input.
820 Committees shall recommend final selection based on stakeholder input to the
821 IMC.

822
823 b) Timelines:
824 By September 30, the committees shall be appointed and approved as per
825 above;
826 By November 15, needs and alignment (scope and sequence) shall be
827 identified;
828 By December 15, instructional materials shall be narrowed to three;
829 By January 15 samples shall be delivered to sites for stakeholder input;
830 By March 15, curriculum committees shall make recommendation to the IMC
831 for adoption;
832 By April 15, IMC shall make final recommendation to the board of directors.
833 Training for new material may take place in the spring or summer.

834
835 Should timelines not be met, the district shall report to the board, in open
836 meeting, the status of adoption and estimated time of completion as well as an
837 outline explaining why timelines have not been met.

838
839 NOTE: RCW 28A.320.230 provides for the following: within the limitations of board
840 policy, a school district chief administrator may purchase instructional materials to
841 meet deviant needs or rapidly changing circumstances.

842
843 Given the above, the district will purchase materials, including text books, for
844 curriculum which has already been adopted, approved, or may be missing.

845
846 G. Intervention Materials
847 Special education materials committee shall reconvene to identify materials used across
848 grade levels, align curriculum to state standards, and address deficiencies identified by the
849 committee.

850 H. Testing
851 See Appendix.

852

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

856

857 **SECTION 3: STAFF PROTECTION**

858

859 A. Liability Insurance

860

861 The District shall protect employees by purchasing public liability insurance in the amount of
862 \$500,000 per occurrence and the District shall include the employees (within the scope of
863 their employment) as named insureds under the liability insurance.

864

865 B. Subrogation Clause

866

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

872

873 C. Legal Counsel

874

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

879

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

881

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

888

889 E. Legal Redress

890

891 The District shall support any employee in seeking legal redress for violations of the law
892 committed by students, members of the public, or staff who verbally or physically abuse that
893 employee while he/she is performing contracted duties for the District. Such support shall be
894 evidenced through aiding the employee in obtaining the services of the County Prosecutor for
895 purposes of processing the case. The District expects that employees using the services of

896 private lawyers will cover their own obligations for such fees or costs incurred by the use of
897 such services.

898

899 F. Industrial Injury

900

901 Whenever an employee sustains a disabling injury in the course of employment or in the
902 event of a physical disability due to an assault on the employee arising out of or in the course 903
of employment, the District will grant the injured employee a leave of absence with contract 904
pay for a period not to exceed one (1) year, or a leave to the limit of the accumulated sick

905 leave as provided for hereinafter. During such a period of disability, an employee may use sick
906 leave to compensate for the difference in the amount of state industrial insurance, teacher
907 retirement disability and regular salary to the limits of accrued sick leave account. Sick leave
908 shall be reduced in the same ratio as the pay-out bears to total salary. A disabled employee
909 shall use a combination of state industrial benefits and accumulated sick leave prior to
910 receiving a leave of absence as provided in this section.

911

912 G. Benefits During Disability

913

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

916

917 H. Loss of Personal Property

918

919 1. The District agrees to provide reimbursement to employees for loss of personal property,
920 or damage thereto, when damage or loss occurs when the property is located on the
921 grounds or building of the school district for purposes related directly to job related
922 responsibilities. Such obligations shall be limited to a maximum claim of one thousand
923 dollars (\$1,000) per employee in any school year or five hundred dollars (\$500) per
924 incident.

925

926 2. The District agrees only to pay losses to personal vehicles under the deductible clause of
927 the employee's personal vehicle insurance up to one thousand (\$1,000). This coverage
928 will exist for personal vehicles while the employee is participating in school activities or
929 school business.

930

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

933

934 4. If any damaged or lost item is insured under personal insurance policies, the District shall
935 be responsible for that portion of reimbursement not obtained from such carriers up to
936 the limits of coverage set forth in this section. Tthe district agrees to reimburse
937 employees for lost cash, checks, money orders, electronics, or jewelry up to \$1,000.00 per
938 incident.

939

940 5. The District shall have available in each school building and at the District Office
941 appropriate forms to use in the processing of the claims under the provisions of this
942 section. The forms shall be made available to the Association.

943

944 I. Notification of Police

945

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

948

949 J. Indoor Environmental Air Quality and Indoor Air Quality

950

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

954

955 2. HVAC systems, including intake and exhaust, shall be inspected at least annually and in
956 accordance with the manufacturers' recommendations. The District shall maintain a
957 written record of these inspections. Records shall include when they were performed,
958 identification of any malfunction or problem, and any action taken to restore the system.
959 This information shall be accessible to the Association.

960

961 3. If the district chooses to reduce lighting or alter temperature for economic reasons,
962 adequate lighting and reasonable temperature shall be provided during contract hours.

963

964

965 **SECTION 4: PERSONNEL FILES**

966

967 A. Procedure

968

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

978

979 Disciplinary material may, unless required by statute to be maintained longer, be removed, at 980
the written request of the employee, from the personnel file after two (2) continuous years of 981
service, providing there are no related incidents during the two-year period after the
982 discipline was issued.

983

984 An employee shall have the right to attach his/her own written comments relating to material
985 in the file. Additionally, any derogatory or harmful statements and/or materials that are not

986 shown to an employee within fifteen (15) working days after receipt or composition shall not
987 be allowed as evidence in any grievance, disciplinary action, or nonrenewal action against the
988 employee or reassignment except in cases of criminal investigation by a law enforcement
989 agency.

990

991 B. Contents of Personnel File

992

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

995

- 996 1. Copy of the employee's current certification
- 997 2. Copies of annual contracts
- 998 3. Copies of other information relating to salary and benefits
- 999 4. Transcripts of academic college/university work as supplied by the employee
- 1000 5. Correspondence
- 1001 6. All final evaluation forms
- 1002 7. All correspondence placed in the personnel file shall be date stamped on the date the
1003 material was received as well as when said material was placed in the employee's file.

1004

1005 C. Working/Evaluation Files

1006

1007 Working files maintained by administrators for their own use may be reviewed at any time by
1008 the employee with the exclusive right of addendum by the employee. Such files shall not be
1009 passed on from one administrator to another nor shall such files follow the employee from
1010 one assignment to another. Working files shall be cleared at the end of each school year,
1011 except that notations of verbal warnings may remain for one calendar year from occurrence.

1012

1013 D. Criminal Investigation File

1014

1015 Any materials retained from a criminal investigation or prosecution will not be placed in the
1016 regular personnel file. This information will be held in a confidential file which shall be
1017 maintained by Employee Services.

1018

1019 E. Certificates and Transcripts

1020

1021 It is each employee's responsibility to furnish the District with a copy of certification and
1022 official transcripts of academic college/university work. Failure to furnish said documents, or
1023 copies of correspondence requesting said documents, may result in pay being withheld.

1024

1025 F. Requests for Personal Information

1026

1027 Performance evaluations, letters of direction and certain other personal data are generally not
1028 considered to be public information. The District will not grant public access to this type of
1029 information without the specific written agreement of the named employee, except where it
1030 is required to do so by law or court order.

1031

1032 If a specific written request for performance evaluations and other generally non-disclosable
1033 data is received, the District will notify the individual(s) whose data is requested, as soon as
1034 possible. If the District intends to disclose the information, the employee shall be notified in
1035 writing and given ten (10) working days in which to enjoin the District from disclosure.
1036

1037 **SECTION 5: CERTIFICATED EMPLOYEE APPRAISAL PROCEDURE**

1038

1039 A. Classroom Teachers: TPEP

1040

1041 1. Introduction

1042

1043 The evaluation procedures set forth herein shall be to improve the educational program by
1044 improving the quality of instruction. The evaluation process shall recognize strengths, identify
1045 areas needing improvement, and provide support for professional growth. The evaluation
1046 system will encourage respect in the evaluation process by the persons conducting the
1047 evaluations and the persons subject to the evaluation by recognizing the importance of
1048 objective standards and minimizing subjectivity. Within the selected instructional framework
1049 teachers will be allowed to exercise their professional judgment and will be evaluated on their
1050 own practice, skills, and knowledge.

1051

1052 The parties agree that the following evaluation system is to be implemented in a manner
1053 consistent with good faith and mutual respect, and as defined in RCW 28A.405.

1054

1055 Additionally, the parties agree that the evaluation process is one which will be implemented
1056 with collaboration between the evaluator and the bargaining unit member, as described in
1057 WAC 392-191-025:

1058

1059 "To identify in consultation with classroom teachers and certificated support personnel
1060 observed, particular areas in which their professional performance is satisfactory or
1061 outstanding, and particular areas in which the classroom teacher or support person needs to
improve his or her performance."

1062

1063 2. Definitions

1064

1065 Criteria shall mean the eight (8) state defined evaluation criteria to be scored.

1066

1067 Component shall mean the sub-section of each criterion.

1068

1069 Evaluator shall mean a certificated administrator who has been trained in observation,
1070 evaluation and the use of the specific instructional framework and rubrics contained in this
1071 agreement and any relevant state or federal requirements. The evaluator shall assist the
1072 teacher by providing support and resources.

1073

1074 Artifacts shall mean any products generated, developed or used by a certificated teacher.
1075 Artifacts should not be created specifically for the evaluation system. Additionally, tools or
1076 forms used in the evaluation process may be considered as artifacts.

1077

1078 Evidence shall mean examples or observable practices of the teacher’s ability and skill in
1079 relation to the instructional framework rubric. Evidence collection is not intended to mirror a
1080 Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision
1081 about level of performance. It should be gathered from the normal course of employment.
1082 Input from students, parents or anonymous sources shall not be used as evidence.

1083
1084 Not Satisfactory shall mean:

1085 Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory
1086 performance for all teachers.

1087 Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years
1088 of teaching experience and if a summative score of 2 has been received two years in a row or
1089 two years within a consecutive three-year period, the teacher is not considered performing at
1090 a satisfactory level.

1091
1092 Student Growth Data shall mean the change in student achievement between two points in
1093 time within the current school year. Assessments used to demonstrate growth must
1094 predominately originate at the classroom level and be initiated by the classroom teacher.
1095 Assessments used to demonstrate growth must be appropriate, relevant, and may include
1096 both formative and summative measures. Student growth data will be taken from multiple
1097 sources identified by the teacher, may include formative and summative assessment data, and
1098 must be appropriate and relevant to the teacher’s assignments.

1099
1100 **3. State Criteria, Framework, and Scoring**

1101
1102 a) The state evaluation criteria are:

- 1103
1104 i. Centering instruction on high expectations for student achievement,
1105 ii. Demonstrating effective teaching practices,
1106 iii. Recognizing individual student learning needs and developing strategies to address
1107 those needs,
1108 iv. Providing clear and intentional focus on subject matter content and curriculum,
1109 v. Fostering and managing a safe, positive learning environment,
1110 vi. Using multiple data elements to modify instruction and improve student learning,
1111 vii. Communicating and collaborating with parents and the school community, and
1112 viii. Exhibiting collaborative and collegial practices focused on improving instructional
1113 practices and student learning.

1114
1115 b) Instructional Framework

1116 Classroom teachers will be evaluated using Danielson Framework for Teaching Rubrics.
1117 The instructional framework is included in Appendix #, and will be published on the district
1118 website and be available to each teacher and evaluator.

1119
1120 c) Criterion Performance Scoring

1121 Evidence will be gathered over the year to form the component scores, using a growth
1122 philosophy. If growth is made over the year, the higher score (later score) will be used.
1123 Criteria Scores: Components scores will be averaged and rounded to reach a final score.

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d) Summative Performance Rating

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

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

e) Student Growth Criterion Score

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:

- i. 5-12—Low
- ii. 13-17—Average
- iii. 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

1170 students. The term “classroom teacher” does not include ESAs, Counselors, librarians, media
1171 specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit
1172 members who do not work with regularly recurring and specifically defined groups of
1173 students. Those bargaining unit members who do not meet this definition will remain under
1174 the previous evaluation system, as defined in another section of this agreement.

1175
1176 A comprehensive evaluation must be completed for classroom teachers who are provisional
1177 employees; any classroom teacher who received a summative evaluation performance rating
1178 of Unsatisfactory or Basic in either of the previous two school years; and all other classroom
1179 teachers at least once every four years. All other teachers are eligible to be on a focused
1180 evaluation.

1181
1182 A classroom teacher shall be transferred from a focused evaluation to a comprehensive
1183 evaluation at the request of the teacher, or at the direction of the teacher’s evaluator. Such
1184 request or direction must be received prior to December 1.

1185
1186 5. Professional Development

1187
1188 Prior to being evaluated, the District shall provide professional development relevant to the
1189 framework and evaluation process each year. Each teacher shall receive adequate
1190 professional development to comprehend the framework and understand the evaluation
1191 process. Such professional development shall be provided as follows:

1192
1193 Each employee within fifteen (15) contracted work days of employment or within fifteen (15)
1194 contracted work days from the commencement of the school year, whichever is later, shall be
1195 given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots
1196 appropriate to the teacher’s position and track in the evaluation cycle.

1197
1198 No teacher shall be evaluated by an evaluator who has not been trained in observation,
1199 evaluation, and the use of the specific instructional framework and rubrics contained in this
1200 agreement and any relevant state or federal requirements.

1201
1202 6. Procedural Components of Evaluation

1203
1204 a) Notification

1205 The teacher will be notified within three weeks from the start of the school year of the
1206 evaluator and whether the teacher will be evaluated using a comprehensive or focused
1207 evaluation.

1208
1209 b) Teacher Self-Assessment

1210 i. Prior to the Pre-Observation Conference, the member may complete a Self-
1211 Assessment form.

1212 ii. No teacher will be required to complete or share the Self-Assessment form with
1213 his/her evaluator.

1214
1215 c) Student Growth Goal Setting:

1216 The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-
1217 8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal.

1218

1219

d) Artifacts and Evidence:

1220

i. The evaluator will collect and share artifacts and evidence necessary to complete
1221 the evaluation.

1222

1223

ii. The teacher may provide additional artifacts and evidence to aid in the assessment
1224 of the teacher's professional performance against the instructional framework
1225 rubric, especially for those criteria not observed in the classroom. The evidence
1226 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.

1227

1228

iii. A teacher may, but shall not be required to submit artifacts and evidence for
1229 completion of the evaluation.

1230

1231

e) Informal Observations

1232

i. An informal observation is a documented observation that is not required to be
1233 pre-scheduled. Additional informal observations may be necessary to collect
additional evidence.

1234

ii. An evaluator may conduct any number of informal observations.

1235

iii. Observations do not have to be in the classroom. Department or collegial meetings
1236 may be used for Informal Observations.

1237

iv. Informal observations may be documented in writing and if documented, a copy
1238 will be provided to the teacher within ten (10) contracted work days of the
1239 informal observation. If there is an area of concern based upon any such informal
1240 observation, the written documentation of the observation must be provided to
1241 the teacher in order for that evidence to be used in the evaluation process.

1242

v. Any time after an informal observation a teacher may request a post-informal
1243 observation conference to discuss the informal observation.

1244

1245

f) The final framework rubric shall be moved to the teacher's personnel file at the end of
1246 the school year.

1247

1248

g) Electronic Monitoring

1249

All observations shall be conducted openly. Mechanical or electronic devices shall not be
1250 used to listen to or record the procedures of any class without the prior knowledge and
1251 consent of the teacher.

1252

1253

h) Alternative Evaluator

1254

On request, teachers shall be assigned an alternative evaluator. Requests must be
1255 submitted in writing by October 30th.

1256

1257

7. Comprehensive Evaluation

1258

1259

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

1260

1261

a) Pre-Observation Conference:

1262 The pre-observation conference shall be held prior to each formal observation. The
1263 teacher and evaluator will mutually agree when to conference. The purpose of the pre-
1264 observation conference is to discuss the employee's goals, establish a date for the formal
1265 observation, and to discuss such matters as the professional activities to be observed,
1266 their content, objectives, strategies, and possible observable evidence to meet the scoring
1267 criteria.

1268

1269

b) Formal Observations:

1270

i. The first formal observation for each employee shall be conducted within the first
1271 ninety (90) contracted work days of the school year. The teacher may request
1272 additional observations. The total annual observation time cannot be less than
1273 sixty (60) minutes. An employee in the third year of provisional status as defined in
1274 RCW 28A.405.220 shall be observed at least three times in the performance of his
1275 or her duties and the total observation time for the school year shall not be less
1276 than ninety minutes. Any formal observation shall not be less than 30 minutes in
1277 length.

1278

ii. The observations will occur no later than five (5) contracted work days after the
1279 pre-observation meeting. The parameters of Article IV, Section 5 (B)(11) apply.

1280

iii. The evaluator will document all formal observations using the negotiated form and
1281 provide copies to the employee within ten (10) contracted work days, if such
1282 meeting is requested by either the administrator or employee.

1281

1282

1283

iv. The second formal observations will occur no sooner than six weeks after the first
1284 formal observation in different semesters or trimesters so that reasonable time
1285 can be provided for continuing professional growth, unless mutually agreed upon.
1286 The observation will occur no later than ten (10) contracted work days to reflect
1287 the above days after the pre-observation meeting.

1284

1285

1286

1287

1288

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

1289

1290

c) Post-Observation Conference

1291

i. The post-observation conference between the evaluator and teacher will be held
1292 no later than ten (10) contracted work days after the formal observation.

1292

1293

ii. The purpose of the post-observation conference is to review the evaluator's and
1294 teacher's evidence related to the scoring criteria during the observation, and to
1295 discuss the teacher's performance.

1294

1295

1296

iii. If there is an area of concern, the evaluator will identify specific concerns for the
1297 applicable criteria and provide possible solutions to remedy the concern in writing.

1296

1297

1298

1299

d) Final Summative Evaluation Conference

1300

i. No later than June 1 the evaluator and teacher shall meet to discuss the teacher's
1301 final summative score. The final summative score, including the student growth
1302 score, must be determined by an analysis of evidence. This analysis will take a
1303 holistic assessment of the teacher's performance over the course of the year. The
1304 final Evaluation must be completed and submitted by June 1.

1301

1302

1303

1304

1305

ii. The teacher has the right to provide additional evidence for each criterion to be
1306 scored.

1306

- 1307 iii. All evidence, measures and observations used in developing the final summative
1308 evaluation score must be a product of the school year in which the evaluation is
1309 conducted.
- 1310 iv. The teacher will sign two (2) copies of the Final Summative Evaluation Report.
1311 Each teacher shall sign the observation and evaluation forms to indicate receipt.
1312 The signature of the teacher does not, however, necessarily imply that the
1313 employee agrees with its contents. The teacher may attach any written comments
1314 to observations and to the final annual evaluation report as well.
- 1315 v. Teachers shall have the right to attach additional comments or a rebuttal to the
1316 Final Summative Evaluation.

1317

1318 8. Focused Evaluation

1319

1320 The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive
1321 Evaluation process, and will include evaluation of one of the eight state criteria and a student
1322 growth component if not previously included in the goal criteria identified by the teacher and
1323 evaluator.

1324

1325 Should an evaluator determine that a certificated employee on a Focused evaluation should
1326 be moved to a Comprehensive Evaluation for that school year, the certificated employee must
1327 be informed of this decision in writing at any time on or before December 1. Should a
1328 certificated teacher request a transfer from a Focused evaluation to a Comprehensive
1329 evaluation, that request must also be made prior to the end of December 1.

1330

1331 The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-
1332 observation conference, and must be approved by the evaluator.

1333

1334 a) The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first
1335 pre-observation conference, and must be approved by the evaluator.

1336

1337 b) If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student
1338 growth components in criterion 3 or 6.

1339

1340 c) If the criterion selected for a focused evaluation has been determined to be non-
1341 observable, a classroom based observation will not be required.

1342

1343 d) Observations and conferences for the focused evaluation shall follow the guidelines set
1344 forth in Section 6 – Procedural Components of Evaluation, and Section 7 – Comprehensive
1345 Evaluation Process, above.

1346

1347 e) The score received on the selected criterion and the student growth rubrics is the score
1348 assigned as the final summative score.

1349

1350 f) A group of teachers may focus on the same evaluation criterion and share professional
1351 growth activities. This collaboration should be initiated by the teacher(s) and no individual
1352 shall be required to work on a shared goal.

1352

1353 9. Support for Basic and Unsatisfactory Employees

- 1354
- 1355 a) When a teacher is judged below 3 – Proficient, additional support shall be granted to
- 1356 the employee to support their professional development: Support may include but
- 1357 shall not be limited to access to TOSAs, release time for observing other teachers,
- 1358 training in use of adopted curriculum, attendance at relevant trainings/workshops,
- 1359 teaching assignment(s) which limit the number of preparations and or number of
- 1360 classrooms an employee may be assigned to, and/or other mutually agreeable
- 1361 interventions.
- 1362
- 1363 b) In such cases that a teacher with more than five (5) years of experience receives a
- 1364 summative evaluation score below Proficient, the teacher must be formally observed
- 1365 before October 15th the following year. If the 1st observation in that following year
- 1366 results in ongoing and specific performance concerns, a structured support plan will be
- 1367 completed prior to completion of the comprehensive evaluation.
- 1368

1369 10. Additional Support for Provisional Employees

1370

1371 Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts

1372 beyond the minimum requirements of the evaluation process to assist the teacher in making

1373 satisfactory progress toward remediating deficiencies. The efforts shall include:

- 1374 a) A completed comprehensive evaluation conducted in accordance with Section 7
- 1375 above;
- 1376
- 1377 b) A specific and reasonable plan designed to assist the teacher in making satisfactory
- 1378 progress in improving his/her performance, including benchmarks defining desired
- 1379 performance and indicating it has been achieved.
- 1380
- 1381 c) A description of the assistance and services the District will provide to the teacher to
- 1382 improve his/her performance;
- 1383
- 1384 d) Periodic reports to the teacher of the evaluator's judgment on the teacher's progress
- 1385 toward remediating deficiencies.
- 1386

1387 11. Non-Renewal (Discharge)

1388

1389 When a continuing contract teacher with five (5) or more years of experience receives a

1390 comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive

1391 years, or for two years within a consecutive three-year period the District shall, within ten (10)

1392 days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first,

1393 implement the teacher notification of non-renewal (discharge) as provided in

1394 RCW.28A.405.300.

1395

1396 The teacher who is, at any time, issued a written notice of probable cause for non-renewal or

1397 discharge by the Superintendent pursuant to this Article shall have ten (10) days following

1398 receipt of said notice to file any notice of appeal as provided by statute and retains all rights
1399 and timelines as provided by this Agreement.

1400

1401 12. Evaluation Results

1402

1403 a) Evaluation results shall be used:

- 1404 i. To acknowledge, recognize, and encourage excellence in professional
1405 performance.
- 1406 ii. To document the level of performance by a teacher of his/her assigned duties.
- 1407 iii. To identify specific areas in which the teacher may need improvement according to
1408 the criteria included on the evaluation instrument.
- 1409 iv. To document performance by a teacher judged unsatisfactory based on the state
1410 evaluation criteria.
- 1411 v. As one of multiple factors in personnel decisions only as defined elsewhere in this
1412 agreement.

1413

1414 b) Evaluation results shall not be:

- 1415 i. Shared or published with any teacher identifying information, unless required by
1416 law.
- 1417 ii. Shared or published without notification to the individual and Association.
- 1418 iii. Used to determine any type of base or additional compensation.

1419

1420 Evaluators shall not consider school or District-wide scores when evaluating individual scores,
1421 i.e. nothing prohibits an evaluator from evaluating all teachers as Distinguished within a
1422 school. Teachers will not be scored below Proficient in domain 1 and 3(c) if there is no
1423 adopted curriculum.

1424

1425 Any changes to forms shall be bargained prior to implementation.

1426

1427 B. Teachers Other than Classroom Teachers

1428

1429 1. Purpose

1430

1431 The evaluation of professional performance in the District is an important process in the
1432 continuing improvement of the educational program. The evaluation procedure shall
1433 recognize all levels of performance and encourage improvement in specific identifiable areas
1434 through the systematic assessment of performance and the instructional program. This
1435 evaluation procedure is designed to provide a basis for planning professional growth and
1436 development.

1437

1438 While the primary focus of evaluation is to improve instruction, evaluations require
1439 employees to meet the established performance expectations. This process must be
1440 continuous and constructive, and must take place in an atmosphere of mutual trust and
1441 respect. This process is a cooperative effort on the part of the evaluator and employee.

1442

1443

- 1444 2. General Procedure
1445
1446 a. All employees will be observed a total minimum of sixty minutes each year based on at
1447 least two observation periods.
1448
1449 b. One thirty (30) minute observation shall be scheduled by the evaluator at least one day in
1450 advance with the employee.
1451
1452 c. One of the two required observations shall be at least thirty (30) minutes in length. The
1453 additional thirty (30) minutes may be conducted in one thirty (30) minute block or through
1454 a series of observations not less than ten (10) minutes in length.
1455
1456 3. Employees will be evaluated using one of the three models:
1457
1458 a. Long form—The Professional Development Plan (PDP) will be used by all new Pasco
1459 employees during their first four years, all experienced employees every 5th year, any
1460 employee experiencing teaching difficulty, and any employee desiring professional
1461 growth and development.
1462 b. Short form—After four years of satisfactory evaluations, the Goal Setting Model or
the Checklist Model may be used.
1463 c. The appraisal timeline is as follows:
1464 (i) Years 1, 2, 3 and 4 – long form (four years of satisfactory evaluations)
1465 (ii) Years 5, 6, 7 and 8 – short form (goal setting or checklist)
1466 (iii) Year 9 – long form
1467 (iv) After year nine – four (4) years short form, one (1) year long form
1468
1469 4. At the request of either the administrator or the employee, a post observation
1470 conference shall be held.
1471
1472 5. Only contractually approved forms shall be used in the evaluation (see appendix). The
1473 employee shall not be required to submit additional documentation as part of the
1474 evaluation process.
1475
1476 6. The building principal, or her/his administrative designee shall have the responsibility for
1477 evaluation of employees under her/his supervision.
1478
1479 7. An itinerant employee shall be evaluated by her/his program supervisor appointed by
1480 the Employee Services administrator. All other supervisors served by this itinerant
1481 Employee shall have the opportunity to provide observed and documented input into the
1482 employee's evaluation.
1483
1484 8. During the school year if an employee is transferred to another position after the first
1485 semester, an evaluation shall be made at the time of transfer.
1486
1487 9. If an employee resigns during the school year, a final evaluation shall be completed
1488 prior to the resignation date whenever possible.
1489

- 1490
1491 10. Observations shall not be conducted at the following times unless specifically approved
1492 by the employee:
1493
1494 a. the first week of the school year;
1495 b. the school day before and after Thanksgiving, winter, and spring vacations;
1496 c. the first day after a substitute has been teaching the class;
1497 d. on an early release day at the secondary level.
1498
1499 11. All observations shall be completed by May 25.
1500
1501 12. An employee shall have the right to have an Association representative present
1502 during a follow-up conference.
1503
1504 13. The final evaluation will be a permanent part of the employee's personnel file.
1505
1506
1507 C. Rules and Procedures for Use with the Goal Setting Model (Short Form)
1508
1509 1. The purpose of this model is to develop teaching and job related goals between the
1510 employee and supervisor. The focus is to increase teaching effectiveness and student
1511 learning.
1512
1513 2. The goal-setting conference should be held as early in the year as possible, no later than
1514 October 30.
1515
1516 3. There are three basic parts of the goal-setting conference:
1517
1518 a) **Establishing goals** - Goals are established between the employee and the supervisor.
1519 The number of goals is determined by the relevancy, time and energy required. If
1520 agreement cannot be reached on the goal(s), the supervisor will have final
1521 responsibility.
1522
1523 b) **Determining methods for collecting data relative to the goals** - As each goal is
1524 established, the means for collecting data to determine progress shall be determined
1525 by the supervisor and the employee. The method selected should be appropriate to
1526 the goal. There are no specific requirements as to the type or frequency of methods.
1527
1528 c) **Writing a description of the goal-setting conference** - Pre-Appraisal Conference (Goal
1529 Setting) form in the Appendix provides a standard form to be used by the supervisor
1530 for writing a description of the goal-setting conference. The form should be written
1531 during or immediately after the conference and shared with the employee.
1532
1533 4. During the appraisal period, employees and supervisors are expected to work together
1534 toward the goals established in the goal setting conference. Data collection, observations,
1535 interaction, and other activities should facilitate goal attainment.

- 1536
1537 5. The final appraisal conference should be held at the end of the appraisal period, normally
1538 by the last week in May. The conference should be the joint discussion of the year's
1539 activities, the implications for future goals and continued self-growth.
1540
- 1541 D. Procedures for Use of the Checklist Model (Short Form)
1542
- 1543 Results of the evaluation shall be documented using the Final Appraisal Report (Checklist)
1544 found in the Appendix.
1545
- 1546 E. Procedures for Use of Professional Development Plan (PDP) (Long Form)
1547
- 1548 1. New employees shall be observed at least once for a period of thirty (30) minutes during
1549 the first ninety (90) calendar days of their employment period.
1550
- 1551 2. One thirty (30) minute observation or series of observations shall be conducted when
1552 applicable by the end of the first semester.
1553
- 1554 3. The evaluator's results on the Professional Development Plan (PDP) shall serve as the basis
1555 of a post observation conference held within ten (10) contracted work days of the
1556 observation or series of observations. During said conference, the employee will be given
1557 a copy of the completed PDP and the evaluator will discuss the contents of the PDP with
1558 the employee.
1559
- 1560 4. The evaluator shall summarize the findings of the required observations and document
1561 them on the Final Appraisal Form (Professional Development Plan) found in the Appendix.
1562
- 1563 F. Completion of Report Forms and Evaluation Timelines
1564
- 1565 1. Signature by the employee indicates only that the employee has read the document. In
1566 signing the forms, the employee does not waive any right to due process or appeal, and
1567 the signature does not in any way signify agreement with the contents of the document.
1568 The employee has the right to attach a written statement in the appropriate section of the
1569 form including any addendum if desired.
1570
- 1571 2. The Final Appraisal Report will be signed by both the evaluator and the employee within
1572 five (5) days of the evaluation conference. Reports shall be given to the employee and a
1573 conference shall be held with the evaluator to discuss the summary of all observations.
1574
- 1575 3. Final Appraisal Report Forms are to be completed by the evaluator before June 1. The
1576 original appraisal form with any employee addendum will be submitted to the
1577 Superintendent or a designee for review, and this original will be filed in the employee's
1578 personnel file. The second copy with any addendum is to be delivered to the employee at
1579 the close of the final conference and the third copy with any addendum is to be retained
1580 by the evaluator. For employees on the Goal Setting Model, the Pre-Appraisal Conference
1581 form will also be filed in the personnel file.

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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) contracted work 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:

- 1627 1. A statement of the problem in terms of instructional deficiency as related to the
1628 evaluation criteria;
1629 2. Remediation Plan which includes the following:
1630 a) a statement of expectations delineating what levels of performance would
1631 constitute acceptable performance in the areas defined;
1632 b) a program for assistance by the evaluator which spells out courses of action
1633 whereby the employee will be assisted and counseled in improving his/her
1634 performance to an acceptable level.
1635

1636 The evaluator will be responsible for supervising the probation. The evaluator may receive
1637 help from a certificated administrator who shall be someone other than the Superintendent.
1638

1639 The employee may have an individual of his/her own choosing present at the initial
1640 probationary meeting. During the probationary period, the evaluator shall meet with the
1641 probationary employee at least twice monthly to supervise and make a written evaluation of
1642 the progress made by the employee. The probationary employee is entitled to Union
1643 representation during all meetings. The probationary employee may be removed from
1644 probation at any time if he/she has demonstrated improvement to the satisfaction of the
1645 Superintendent in those areas specifically detailed in his/her notice of probation.
1646

1647 D. Evaluator's Post Probation Report
1648

1649 Unless the probationary employee has previously been removed from probation, the
1650 evaluator shall submit a written report to the Superintendent at the end of the probationary
1651 period, which report shall identify whether the performance of the probationary employee
1652 has improved and which shall set forth one of the following recommendations for further
1653 action:
1654

- 1655 1. Removal of the probationary status;
1656 2. Removal of the probationary status if accompanied by a letter identifying areas where
1657 further improvement is required;
1658 3. To non-renew the employment contract of the employee.
1659

1660 E. Action by the Superintendent
1661

1662 Following a review of any report submitted pursuant to the evaluator's post probation report,
1663 the Superintendent shall determine which of the alternative courses of action is proper and
1664 shall take appropriate action to implement such determination.
1665

1666 In the event that the Superintendent determines that the employee has not demonstrated
1667 sufficient improvement in the stated areas of deficiency, the Superintendent shall make a
1668 determination of probable cause for the non-renewal of the employee's contract and shall
1669 provide written notice thereof to the employee on or before May 15 pursuant to the
1670 requirements of RCW 28A.405.210.
1671

1672 F. Retention of Records

1673

1674 After three years of satisfactory or proficient evaluations, the probationary materials shall be
1675 removed from the file. The employee's final evaluation for the probationary period will
1676 remain in the employee's personnel file.

1677

1678 **SECTION 7: NONINSTRUCTIONAL DUTIES**

1679

1680 The District will commit resources to the goal of achieving a maximum of one duty per week
1681 with equitable distribution among staff. Such goal shall be for the purpose of reducing or
1682 restructuring nonprofessional duties of certificated employees. Custodial work shall not be
1683 required of certificated employees. Concerns originating at the building level may be brought
1684 to the attention of the Superintendent/designee through the ARTICLE II - BUSINESS, SECTION
1685 4: ASSOCIATION RIGHTS AND PRIVILEGES, Paragraph A.

1686

1687 **SECTION 8: STUDENT TEACHERS AND INTERNS**

1688

1689 A. Voluntary Acceptance

1690

1691 Employees are under no legal obligation to the District or to a college/university involved to
1692 accept a student teacher, intern, or practicum student. If the employee does accept this
1693 responsibility, he/she does so on a voluntary basis.

1694

1695 B. College Obligation

1696

1697 The college/university and the District will not assign a student teacher, intern or a practicum
1698 student to an employee without first contacting said employee at least five (5) working days in
1699 advance of the assignment for concurrence.

1700

1701 C. Dismissal of a Student Teacher

1702

1703 The supervising employee may dismiss a student teacher in concert with the District and the
1704 college/university. Prior to dismissal, the supervising employee shall provide explanation to
1705 the building principal, the college supervisor, and the student teacher involved.

1706

1707 D. Experience

1708

1709 No employee with less than five (5) years teaching experience shall be requested to accept a
1710 student teacher or intern, and no less than five (5) years teaching experience for a practicum
1711 student, unless mutually agreed upon between the Association and the District.

1712 **ARTICLE V - GRIEVANCE PROCEDURES**

1713
1714 A. Purpose

1715
1716 The purpose of this grievance procedure is to provide a means for the orderly and the
1717 expeditious adjustment of a grievance by an employee or group of employees.

1718
1719 B. Definitions

1720
1721 1. "Grievant" shall mean an employee or group of employees or the Association filing a
1722 grievance on behalf of an employee or group of employees. A grievance in which two or
1723 more employees have the same complaint shall be processed as a single action. The
1724 Association shall have the right to be present and, if the employee elects, may represent
1725 the employee at any point in the procedure.

1726
1727 2. A "Grievance" shall mean a written statement by a Grievant that a controversy, dispute, or
1728 disagreement of any kind or character exists arising out of the interpretation or
1729 application of the terms of this Agreement or of an existing Board policy or administrative
1730 regulation. Grievances over Board policies and administrative regulations are not eligible
1731 for arbitration under this Contract.

1732
1733 3. "Days" shall mean contracted workdays or business days when school is not in session,
1734 except as otherwise indicated. "Business days" do not include those days the district
1735 offices are closed to the public such as holidays and the normal December and July
1736 closure.

1737
1738 C. Informal Communications

1739
1740 Every effort shall be made to settle problems at the lowest level through informal
1741 communication between the employee(s) and the immediate supervisor. Grievances may not
1742 be processed through this procedure until there is evidence that informal two-way
1743 communications have failed to resolve the issue.

1744
1745 Every reasonable effort shall be exerted in attempting to resolve grievances before the close
1746 of a school term or as soon as possible thereafter.

1747
1748 D. Procedures and Steps

1749
1750 A grievance must be filed within thirty (30) days of the occurrence of the event on which the
1751 claim of grievance is based. The timelines and procedures herein shall be strictly followed
1752 unless waived in writing by the parties. Failure of the Grievant to follow the timelines shall
1753 mean the grievance is withdrawn. Conversely, failure by the District to follow the timelines
1754 shall automatically qualify the grievance for advancement to the next step.

1755
1756 Grievances relating to interpretation and/or application of this Agreement when filed in the
1757 name of the Association may be initiated at Step 2 as provided hereinafter.

1758

1759 1. Step One — Immediate Supervisor

1760

1761 The Grievant(s) submits a grievance review request (form A) to the immediate supervisor.
1762 The supervisor shall schedule a formal meeting within five (5) days after the receipt of the
1763 request and shall render a written decision to the Grievant(s) within five (5) days after the
1764 formal meeting. A copy of the grievance review request shall be sent to the Superintendent
1765 and to the Association President. A copy of the written decision shall be sent to the
1766 Superintendent and to the Association President.

1767

1768 2. Step Two — Appeal to Superintendent or Designee

1769

1770 If the Grievant(s) is not satisfied with the decision of the immediate supervisor at Step One,
1771 the Grievant may refer the grievance to the Superintendent or designee within five (5) days
1772 after the receipt of the decision prescribed herein, with a copy to the Grievant's immediate
1773 supervisor. The Superintendent or designee shall meet with the Grievant(s) within five (5)
1774 days after the grievance has been referred to him/her. Both the Superintendent/designee
1775 and the Grievant(s) may have other persons present at the meeting who might contribute to
1776 an acceptable adjustment of the grievance.

1777

1778 The Superintendent/designee shall render a written decision concerning the grievance and
1779 any other adjustment within five (5) days after the grievance has been heard. Copies of the
1780 decision by the Superintendent/designee shall be sent to the Grievant, the Grievant's
1781 immediate supervisor, and to the Association President.

1782

1783 3. Step Three — (Optional) Appeal to Board of Directors

1784

1785 If the grievance involves Board policy or administrative regulations, or if the Grievant is not
1786 satisfied with the disposition of his/her grievance at Step Two, or if the Superintendent/
1787 designee has not provided a written decision within the time limits prescribed in Step Two,
1788 then the Grievant, or at his/her request the Association acting on his/her behalf, may request
1789 a meeting with the Board of Directors. If a request for a meeting or a Demand for Arbitration
1790 (for those grievances subject to arbitration) is not delivered to the Superintendent within
1791 thirty (30) days after the meeting prescribed in Step Two is held, then the grievance will be
1792 deemed withdrawn. The Board, or a committee thereof, shall meet with the Grievant and
1793 Association representatives within fifteen (15) days after the superintendent receives the
1794 request for such meeting. Within fifteen (15) days after such meeting the Board shall render a
1795 written decision regarding the grievance. It is not required that a grievance go to the Board
1796 prior to arbitration, nor shall taking the matter to the Board change the eligibility for
1797 arbitration.

1798

1799 4. Step Four — Binding Arbitration

1800

1801 If the grievance is a claim that this Agreement between the District and the Association has
1802 been violated, misinterpreted, or misapplied; and if the Grievant is not satisfied with the
1803 disposition of this grievance at Step Three, or if the Board has not provided a written decision

1804 within the time limits prescribed in Step Three, then the grievance may be submitted to final
1805 and binding arbitration at the option of the Association.

1806

1807 The parties shall attempt to select an arbitrator whose decision shall be final and binding,
1808 within ten (10) days after the Superintendent receives the appeal from the Association. If the
1809 parties are unable to agree on the appointment of the arbitrator, a list of arbitrators shall be
1810 requested from the Federal Mediation and Conciliation Service (FMCS), American Arbitration
1811 Association (AAA) or the Public Employment Relations Commission (PERC). The parties shall
1812 separately rank and strike the names from the list and return the list to the appropriate
1813 agency for arbiter selection.

1814

1815 The hearing shall proceed under the arbitration rules of the applicable agency unless the
1816 parties mutually agree to proceed under the expedited rules.

1817

1818 a) Guidelines: The arbitrator shall make a decision in writing not more than thirty (30)
1819 days after the close of the hearing.

1820

1821 During the arbitration, neither the District nor the Association will be permitted to
1822 assert any evidence not previously disclosed to the other party. Each party shall
1823 bear the full costs for its side of the arbitration and will pay one-half (1/2) of the
1824 costs for the arbitrator and any administrative fee for arbitration.

1825

1826 b) Powers of the Arbitrator: The arbitrator shall have no power to alter, add to or
1827 subtract from the terms of this collective bargaining agreement.

1828

1829 E. Freedom From Reprisals

1830

1831 No reprisal shall be invoked against any employee for processing a grievance or participating
1832 in any way in the grievance procedure.

1833

1834 F. Election of Remedy

1835

1836 Any employee, other than a provisional employee, receiving notification of non-renewal of
1837 contract, discharge or adverse effect may elect to have the matter heard either by a hearing
1838 officer under statutory proceedings or an arbitrator in accordance with the grievance
1839 procedure. If arbitration is selected, the matter shall be commenced at the arbitration level.

1840

1841 G. Released Time

1842

1843 Grievances will ordinarily be processed during the regular work day and released time shall be
1844 provided for those actively involved in the investigating and processing of grievances,
1845 including the Grievant, Association representatives, and witnesses.

1846

1847

1848 **ARTICLE VI - LAYOFF AND ASSIGNMENT**

1849
1850 **SECTION 1: LAYOFF AND RECALL**

1851
1852 A. Definitions

- 1853
1854 1. The term layoff herein refers to action by the Board reducing the number of certificated
1855 employees in the district.
1856
1857 2. Seniority is defined as the total number of certificated years of experience in Washington
1858 State as defined by Washington Administrative Code and shall be computed from the
1859 actual date on which a contract of employment was signed by the employee. Seniority for
1860 part-time employees shall be credited on the same basis as their percentage of
1861 employment, i.e., half-time employment for a full year yields one-half (1/2) years seniority.
1862

1863 B. Layoff Procedure

1864
1865 In the event the District suffers a loss in revenues and/or programs which require a reduction
1866 in the work force, the District shall follow the procedures contained herein.
1867

- 1868 1. The District shall compile and publish a seniority list by January 31. The seniority list shall
1869 be posted in each building, posted on the intranet, and two (2) copies given to the
1870 Association. Challenges to seniority placement shall be made in writing to the Association
1871 and Employee Services Office by February 28. A corrected seniority list shall be published
1872 and posted in each building, posted on the intranet, and two (2) copies given to the
1873 Association by March 15. No changes except to correct typographical errors will be made
1874 after March 15.
1875
1876 2. The District shall provide the Association with a detailed report relating to the District's
1877 financial condition and the anticipated educational program for the ensuing school year by
1878 April 15, unless the legislative session has been extended. This report shall include
1879 information relating to any potential layoff.
1880
1881 3. A reduction in force shall take place only after the following occur(s):
1882
1883 a) All retire-rehire employees are non-renewed;
1884 b) All leave replacement employees are non-renewed.
1885
1886 4. No administrator shall replace a laid off Association employee.
1887
1888 5. Reduction in work force shall be accomplished on the basis of the total number of years in
1889 Washington State, then in the bargaining unit in Pasco School District. When two or more
1890 employees have equal seniority, the date of hire, which is the date the signed contract was
1891 received by the Employee Services Office shall be the determining factor. Ties in seniority
1892 shall be broken by lot.
1893

1894 6. The parties will consider the District's Affirmative Action Plan.

1895

1896 7. Part-time employees, if retained, will be entitled to a part-time position.

1897

1898 C. Placement Criteria

1899

1900 1. All employees retained shall hold certification and/or endorsement as required by the
1901 State or Federal program requirements.

1902

1903 2. Employees not assigned to a position for the ensuing school year will be notified in writing
1904 of layoff by the Board by May 15 of the current school year unless dictated by legislative
1905 action.

1906

1907 3. An employee receiving written notification of layoff shall retain an employment
1908 relationship with the District by being automatically placed on lay-off and recall status.

1909

1910 4. Employees on leave are subject to the layoff and recall procedure.

1911

1912 5. Any employee accepting a temporary position will not forego his/her seniority recall
1913 option in the event a permanent position becomes available.

1914

1915 6. No laid off employee will be required to accept recall. Employees may refuse a call back
1916 and maintain their right to recall for the following two (2) contract years (September 1-
1917 August 31).

1918

1919 7. Employment of substitutes shall come from those employees on layoff status.

1920

1921 8. Upon the request of an employee, the District shall make provision for the continuance of
1922 an employee's participation in any District group insurance program. The employee shall
1923 pay the entire premium to the District payroll office on a monthly basis.

1924

1925 D. Recall

1926

1927 Recall shall be by reverse order according to State and Federal program requirements.

1928

1929 1. The District shall give written notice of recall by sending a registered letter to the
1930 employee at his/her last known address.

1931

1932 2. Any employee so notified shall respond within five business (5) days from receipt of said
1933 notice whether the employee accepts or rejects the position.

1934

1935

1936 **SECTION 2: ASSIGNMENT, TRANSFER & VACANCY**

1937

1938 A. Definitions

1939

- 1940 1. Assignment: An employee's current job placement.
1941
- 1942 2. Reassignment: A change in assignment within a building.
1943
- 1944 a) A voluntary reassignment is one initiated by the employee.
1945 b) An involuntary reassignment is one initiated by the administration because of building
1946 or program needs.
1947
- 1948 3. Major reassignment:
1949
- 1950 a) At the elementary level:
1951 (i) A change of three (3) or more grade levels from primary to upper grades or vice
1952 versa.
1953 (ii) A change which requires teaching in a specialized area which has not been taught
1954 within the last five years.
1955 b) At the middle school or high school level:
1956 (i) A change which requires the employee to teach outside his/her major or minor
1957 field or endorsement, and meeting state requirements;
1958 (ii) A change which requires an employee to teach a subject area which they have not
1959 taught within the last five years.
1960
- 1961 4. Vacancy: A position which has been vacated and is scheduled to be refilled or one which
1962 has been newly created.
1963
- 1964 5. Transfer is a change to another building:
1965
- 1966 a) A voluntary transfer is one initiated by the employee.
1967 b) An involuntary transfer is one initiated by administration.
1968
- 1969 6. Displaced employee: An employee with a continuing contract but without an assignment.
1970
- 1971 7. Seniority, for the purposes of this section, shall be years and months of teaching
1972 experience in the Pasco School District. When two or more employees have equal
1973 seniority, the date of hire, which is the date the signed contract was received by the
1974 District Employee Services Office, shall be the determining factor. Ties in seniority shall be
1975 broken by lot. In instances where an employee has interrupted service, the most recent
1976 date of hire shall be used as the determiner.
1977
- 1978 8. Exploratory assignment is when employees seek assignments which enhance professional
1979 growth or provide for the opportunity to experience new challenges within the district.
1980
- 1981 B. Sequence of Reassignments
1982
- 1983 1. Identification of district needs;
1984 2. Written posting of building needs;
1985 3. Request for voluntary reassignment;

- 1986 4. Placement of voluntary reassignment;
 1987 5. Placement of involuntary reassignments.
 1988
 1989 C. Sequence of Transfers
 1990
 1991 1. Identification of building needs;
 1992 2. Reporting of district vacancies to the Association;
 1993 3. Posting of all available vacancies;
 1994 4. Request for voluntary transfers in overstaffed buildings;
 1995 5. Placement of voluntary transfers in available positions
 1996 6. Placement of involuntary transfers resulting from overstaffing;
 1997 7. Placement of staff returning from leaves of absence based on qualifications and seniority;
 1998 8. In-district transfer requests;
 1999 9. Requests from part-time employees desiring to work full-time;
- 2000 10. Hiring from outside of the district.
 2001
 2002 D. Notification of Assignment
 2003
 2004 Prior to the end of the school year, employees will be notified of known changes in the
 2005 employee's assignment for the following year. Employees will immediately be given written
 2006 notification of major reassignment changes which become necessary subsequent to the end
 2007 of the school year.
 2008
 2009 E. Voluntary Transfer
 2010
 2011 1. The District will solicit requests for transfers from employees by March 1 of each year.
 2012 This does not preclude employees who later become aware of specific openings from
 2013 making application to the Employee Services Office for a particular professional
 2014 opportunity at whatever time an opening might occur.
 2015
 2016 2. Requests for transfer shall be kept on file.
 2017
 2018 3. An employee may submit an application for a transfer subsequent to the posting of a
 2019 vacancy notice pursuant to the posting procedure "F. Posting of Vacancies."
 2020
 2021 4. Applications for vacancies shall be in writing and should be received in the Employee
 2022 Services Office by the end of the posting period.
 2023
 2024 5. If an employee's request for transfer is denied, the employee shall be notified in writing or
 2025 by conference with the Employee Services administrator of reasons for the denial.
 2026
 2027 6. Employees assigned to bilingual or special education classes shall not be denied transfer
 2028 rights.
 2029
 2030 F. Posting of Vacancies
 2031

- 2032 1. Vacancies shall be announced first within buildings by posting a paper copy and emailing
2033 to building staff or itinerant staff to allow voluntary reassignment of staff within a building
2034 or program. Individual employees considering reassignment shall be required to make
2035 timely decisions provided that she/he be granted no less than 48 hours to consider such
2036 reassignment. Vacancies remaining available subsequent to reassignments shall be
2037 emailed to all certificated employees on the first day and posted online for at least three
2038 (3) days during the school year. Each vacancy will be emailed to all certificated employees
2039 on the first day and posted online for at least five (5) days during summer vacation.
2040
- 2041 2. The announcement shall include the following requirements:
2042
- 2043 a) A description of the open position including site, subject, and grade level;
 - 2044 b) Qualifications necessary to meet the requirements of the position as established by
2045 the State Board of Education and Washington Administrative Codes (WAC);
 - 2046 c) Additional information may be included.
- 2047
- 2048 3. No assignment to fill the vacancy shall be made until after the closing date.
2049
- 2050 4. All postings shall be emailed to the Association office as the postings are made.
2051
- 2052 5. Current qualified bargaining employees shall be interviewed if they apply for the position.
2053
- 2054 6. In filling vacancies, the District will give preference to qualified district employees on the
2055 basis of the requirements listed on the job announcement and necessary qualifications for
2056 the position. Such qualifications shall be limited to:
2057
- 2058 a) possession of needed specialized instructional skills, such as language proficiency;
 - 2059 b) training or experience at the level or in the subject matter of the open position;
 - 2060 c) when two candidates are equal in specialized instructional skill and experience, then
2061 district seniority would be the determining factor; and
 - 2062 d) no unsatisfactory evaluations within the school district during the past two years
2063 unless mutually agreed upon by the Association and the District.
- 2064
- 2065 7. After June 15 or the last day of school, whichever is later, the District may simultaneously
2066 post positions for internal and external applicants.
2067

2068 G. Involuntary Transfer/Reassignment Procedures
2069

2070 To assure compliance with state and federal requirements and to assure the best quality
2071 educational program in the district, it becomes necessary on occasion to make some transfers
2072 or reassignments on an involuntary basis.
2073

- 2074 1. The District will identify the buildings/programs and number of staff needing to be
2075 transferred or reassigned.
2076

- 2077 2. As soon as it is determined that a transfer(s) is necessary under the terms of this Article,
2078 the Employee Services administrator will meet with the affected building staff to allow for
2079 voluntary transfer(s) prior to making any involuntary transfer(s).
2080
- 2081 3. Employees identified for involuntary transfer/reassignment will be the least senior
2082 employee by the following categories:
2083
- 2084 a) K-6 regular education employees in the building; or
 - 2085 b) K-12 program assigned employees within a building by program; or
 - 2086 c) 7-12 regular education employees by qualifications.
2087
- 2088 4. Identified unassigned staff will be ranked from most to least senior in each category (3.a-
2089 c).
2090
- 2091 5. All known open assignments will be listed by level (elementary school, middle school, high
2092 school and/or by program).
2093
- 2094 6. Beginning with the most senior employee being involuntary transferred/ reassigned,
2095 she/he will be allowed to choose an assignment for which she/he is certified and qualified
2096 from the available openings. In the event there are no openings in the building or district,
2097 she/he will be allowed to replace the least senior employee, according to the district
2098 seniority list published in January of the current year, in a position for which she/he is
2099 qualified.
2100
- 2101 7. When an involuntary transfer/reassignment occurs, the employee will fill out a form
2102 indicating a comparable position to which she/he would wish to be returned. Comparable
2103 position may include grade level, subject area, building site or any combination of these.
2104 Once placed in the selected position, an employee may designate one alternative
2105 placement. The employee retains the option to return to the original site prior to the
2106 opening of the school year.
2107
- 2108 8. Employees who have been involuntarily transferred or reassigned to a grade level or
2109 subject area which they have not previously taught or in which they do not possess an
2110 undergraduate minor or its equivalent issued within the last five (5) years, will not be non-
2111 renewed for performance deficiencies primarily related to subject matter, professional
2112 preparation, and scholarship during the first (1st) year of their involuntary
2113 transfer/reassignment. Upon request, involuntarily transferred/ reassigned employees
2114 will be provided with the necessary mentoring.
2115
- 2116 9. An employee cannot be involuntarily transferred or have an involuntary major
2117 reassignment two consecutive years. Reassignment of staff must be made in accordance
2118 with educational needs, sensitivity to staff and program need.
2119
- 2120 10. Employees selected for involuntary transfer/reassignment shall be notified no later than
2121 May 15 unless circumstances prevent it.
2122

2123 H. District Support

2124

2125 1. An employee being involuntarily transferred or reassigned, or who voluntarily transfers
2126 due to displacement, shall be released from teaching for two (2) days to prepare for the
2127 new assignment or compensated for two days at her/his per diem rate.

2128

2129 2. When an involuntary major assignment change occurs, the affected employee will be
2130 allocated \$500 in special funds to purchase necessary resource materials. Additional
2131 training and support shall be offered to facilitate employee success in thereassignment.

2132

2133 3. If any transfer or room change is to be made, the District shall provide packing supplies
2134 and shall provide help in moving the affected employee's materials.

2135

2136 4. If there is an involuntary room change two (2) or more times within two (2) years,
2137 employees shall be compensated for one (1) day at his/her per diem rate for the second
2138 and any subsequent move(s).

2139

2140 I. Opening/Reopening a New School

2141

2142 When a new school is to be opened, the following procedures will be followed in transferring
2143 employees to that school:

2144

2145 1. When a new school is to be opened, the Superintendent/designee shall place on file in the
2146 Employee Services Office and with the Association a proposed organization plan of the
2147 school and affected sites as soon as said plans are available.

2148

2149 2. The organizational plan shall set forth the number of positions to be available at the new
2150 site together with required qualifications for each available position.

2151

2152 3. The number of transfer positions shall be determined based on the number of students
2153 transferred to the new site from existing sites.

2154

2155 4. Employees displaced by the above referenced transfer of students shall be given right of
2156 first refusal to the same or similar positions at the new site or in the district. The
2157 provisions in Article VI, Section 2, G(3) shall govern this process.

2158

2159 5. The newly created positions which are in addition to those which correlate to transferred
2160 students shall be considered vacancies and posted for transfer.

2161

2162 6. All employees shall be provided with the opportunity to apply for transfer to the new
2163 school within thirty days of posting the proposed organizational plan. Postings and hiring
2164 will follow guidelines set forth in F(2)-F(7).

2165

2166 J. Vacancies During the School Year

2167

2168 Employees may apply for vacancies which occur during the school year. Accepting a vacant
2169 position during the year does not invalidate contract status (provisional or continuing) should
2170 the position be discontinued the following year.

2171

2172 K. Openings after the first day of the school year:

2173

- 2174 1. The District will inform the Association of open certificated positions.
- 2175 2. The open position will be posted and filled in accordance with Article VI, Section 2(F)(1-6).
- 2176 3. The positions that open will be offered a contract in accordance with law and other
2177 provisions of this contract.

2178

2179 L. Employee Exploratory Assignment

2180

2181 Employees may express their desire to experience a change of assignment which provides for
2182 new opportunities and responsibilities.

2183

- 2184 1. Employees interested in seeking such assignments are encouraged to meet with the
2185 Employee Services administrator to discuss their specific interests. In such cases, the
2186 Employee Services, administrator in cooperation with a building principal, may designate
2187 an assignment as an "exploratory assignment."
2188
- 2189 2. Employees involved in this program may by March 15 of the year of their "exploratory
2190 assignment," indicate an interest in returning to a position similar to that which they have
2191 left or to their previous assignment if for some reason that position is open. In such cases,
2192 employees shall be given preferential treatment in consideration for open positions of a
2193 similar nature to that which they left or for the specific position they vacated.
2194
- 2195 3. If the employee does not indicate a desire to return to the former position by March 15 of
2196 the "exploratory assignment," then the provisions of this particular section do not apply.
2197

2198 **ARTICLE VII - COMPENSATION**

2199

2200 **SECTION 1: SALARY CRITERIA**

2201

2202 A. Allocation and Implementation

2203

2204 Full experience increments shall be paid effective the first contracted day of the school year.
2205 Column adjustments shall normally be paid in the November payroll and shall be retroactive
2206 to the first contracted day of the school year.

2207

2208 B. Salary Schedule

2209

2210 All employees of the bargaining unit will be placed on the salary schedule for payment
2211 purposes.

2212

2213 C. Salary Criteria

2214

2215 1. Educational and longevity credits used for the salary schedule payment purposes will
2216 conform to OSPI rules which include the following:

2217

- 2218 a) credits earned in accredited institutions;
- 2219 b) years of acceptable service;
- 2220 c) degrees;
- 2221 d) clock hours.

2222

2223 2. Credit will be given for experience in accredited public school districts or approved job
2224 related experience. Job related experience is defined as that which is eligible for federal,
2225 state, or approved local funding.

2226

2227 3. Experience credit will be given for time in the armed services, provided that service
2228 interrupted the employee's teaching career.

2229

2230 4. Employees anticipating salary improvement by reason of additional professional
2231 preparation must:

2232

- 2233 a) Submit to the Employee Services Office an "Application for Approval of Courses" form
2234 for each course that is taken out of district.
- 2235 b) Provide official transcript (may be electronic or other copy permitted by state
2236 regulations) prior to October 15 that documents course completion.
- 2237 c) District shall notify employee by November 15 as to employee's placement upon salary
2238 schedule and contract amount.
- 2239 d) Employee has thirty (30) contracted days from notification of a salary change to notify
2240 the District in writing of any error.
- 2241 e) The District will respond in writing within fifteen (15) contract days of receipt of the
2242 employee's written notification of salary error.

- 2243 f) Tier days worked prior to the start of the school year will be paid in the November
2244 payroll and will reflect any changes in placement on the negotiated Salary Schedule.
2245
- 2246 5. A quarter credit is equal to 2/3 of a semester credit. A semester credit equals one and
2247 one-half (1-1/2) quarter credits. Ten (10) clock hours are equivalent to one (1) credit.
2248
- 2249 6. Salary schedule credit may be granted by the Superintendent/designee as follows:
2250
- 2251 a) In-service: An application must be submitted to the Superintendent/designee as per
2252 authorization forms for course approval in accordance with applicable state law.
2253 b) Work Experience: On-the-job experience related to the teaching field of a vocational
2254 teacher may be allowed for credit by the Superintendent/designee. Prior approval
2255 must be obtained in writing from the Superintendent/designee.
2256
- 2257 7. Employees receiving in-service per diem pay will also be eligible to receive clock hours or
2258 college credit if available and in accordance with normal prior approval procedures and
2259 OSPI rules.
2260
- 2261 8. The rate of increase to the state basic education salary allocation in excess of \$65,216 per FTE
2262 shall be applied to the salary schedule. For the 2019-2020 school year, IPD or 3%, whichever is
2263 greater, shall be applied.
2264
- 2265 D. Placement on the Co-Curricular/Extracurricular Salary Schedule
2266
- 2267 1. The purpose of the co-curricular/extracurricular salary schedule is to identify salaries to be
2268 paid people filling such positions.
2269
- 2270 2. Salary is based upon the co-curricular/extracurricular scoring rubric found in the
2271 appendices. Positions and salaries listed on the co-curricular/extracurricular salary
2272 schedule are applicable for the school year. Requests for change of placement of a
2273 position on the salary schedule must be submitted to Employee Services by June 1 for
2274 consideration of the change for the following school year. No supervisor or administrator
2275 may approve a change of position placement. Changes in position placements must be
2276 mutually agreed by the district and association.
2277
- 2278 3. The co-curricular/extracurricular salary schedule is determined by the base of \$38,000 in
2279 2018-2019. For 2019-2020, IPD (1.9%) shall be applied to the co-curricular/extracurricular
2280 salary base, resulting in a base of \$38,722.
2281
- 2282 4. Employees new to the District will receive credit for their previous experience at a rate of
2283 one year for each one year of experience in a comparable activity.
2284
- 2285 5. Employees assigned to a co-curricular/extracurricular duty will be given their years of total
2286 professional experience in that activity, or a comparable activity, regardless of level.

- 2287 6. Sick leave shall apply to co-curricular/extracurricular activities. When sick leave is
2288 exhausted or an employee is unable to perform assigned duties for reasons other than
2289 illness, pay for the activity will be prorated.
2290
- 2291 7. Services of a co-curricular/extracurricular nature shall be on an individually contracted
2292 basis between the employee performing the service and the Board. No such contract shall
2293 exceed a duration of one (1) year. Department Heads will be elected per Article VII Section
2294 I(e).
2295
- 2296 8. Co-curricular/extracurricular positions shall be advertised first within the District.
2297 Positions not filled within the District may be filled by individuals outside the District.
2298
- 2299 9. Co-curricular/extracurricular contracts will be available to elementary music teachers for
2300 the purpose of providing instruction outside the regular school day for students in special
2301 music and performance groups.
2302
- 2303 E. Department Heads and Head Teachers
2304
- 2305 1. Department heads shall be selected by their respective department members each spring.
2306 The preference will be honored unless the building administrator shows cause for
2307 overriding the selection, at which point the administrator will contact the Association
2308 President to discuss the reasons.
2309
- 2310 2. There shall be one (1) department head position at each high school and one middle
2311 school equivalent leadership position for each one hundred and fifty (150) FTE students
2312 enrolled. Each elementary school not having an assistant administrator shall have a
2313 position of one (1) head teacher.
2314
- 2315 3. A newly elected Department Head shall begin their duties July 1st.
2316
- 2317 F. Extra Duty Pay
2318
- 2319 1. An hourly extra duty pay of .001 X salary schedule base salary per hour will be paid for
2320 employee hours involved in the following District-approved activities that occur after the
2321 regular contract work day with the prior approval of the appropriate administrator.
2322 Examples of such extra duty assignments are:
2323
- 2324 a) Curriculum Development (only applies to specific administratively appointed
2325 committees, and only when the employee has been told in advance by the appropriate
2326 administrator that he/she will receive remuneration at this rate).
2327 b) Administratively Appointed Special Projects
2328
- 2329 2. Stipend rate: Employees participating in workshops and other types of in-service training
2330 which require attendance beyond the regular working day shall be paid for each hour
2331 attended at curriculum rate.
2332

- 2333 3. Extra duty forms submitted at least three days prior to the payroll cutoff date shall be
2334 processed no later than the following pay period.
2335
- 2336 4. Summer school will be paid at the employee's per diem rate.
2337
- 2338 5. All New Teacher Training will be compensated at curriculum rate.
2339
- 2340 6. If the District uses certificated employees to provide training, other than those whose job
2341 responsibilities include training, the following will apply:
2342
- 2343 a) Selection will be from a list of interested individuals with applicable expertise. Prior to
2344 assignment, the employee will be provided a summary of the compensation and
2345 expectations related to the training.
 - 2346 b) Individuals will be paid at curriculum rate.
 - 2347 c) Compensation for planning for a training conducted during the contracted day will be
2348 as follows:
 - 2349 (i) For a first-time training, one hour of planning for every hour of presenting.
 - 2350 (ii) For a repeat training (the teacher has presented the training previously), one hour
2351 of planning for every two hours of presenting.
 - 2352 d) Compensation for planning and conducting a training outside of the contracted day
2353 will be as follows:
 - 2354 (i) For a first-time training, presenters will be paid two times the curriculum rate for
2355 every hour of presenting (inclusive of set-up, take-down, and planning).
 - 2356 (ii) For a repeat training (the teacher has presented the training previously),
2357 presenters will be paid one and a half times the curriculum rate for every hour of
2358 presenting (inclusive of set-up, take-down, and planning).

2359

2360 G. Service Incentive Bonus
2361

2362 All employees who plan to leave the school district at the completion of their regular contract
2363 year shall be offered a one-time \$500 service incentive bonus recognizing their length of
2364 service and contributions to the Pasco School District. This shall be paid in a single
2365 installment. The purpose of this bonus is to both recognize service and to enlist the assistance
2366 of employees in providing for an orderly transition from one school year to the next. In order
2367 to participate in the service incentive bonus program, employees must signify their intent to
2368 leave the school district through a formal letter of resignation submitted to the Board of
2369 Directors no later than March 1 of the school year in which they intend to resign. This
2370 incentive bonus shall not be applicable in determining retirement benefits under the Teachers
2371 Retirement System (TRS).
2372

2373 H. Master Employee Supplemental Contract
2374

2375 At the start of the school year, employees with sixteen or more years of service in
2376 Washington State shall receive annually 5% of their base salary which recognizes their loyalty
2377 and dedication to public education in the State of Washington and to compensate for
2378 additional time they spend in mentoring new employees. Employees participating in this

2379 program will enter into a supplemental contract which will be for a period not to exceed one
2380 year.

2381

2382 I. Professional Development

2383

2384 1. The goal of all professional development should be to provide fair and equitable access to
2385 job-related opportunities to increase professional effectiveness.

2386

2387 2. District-sponsored professional development shall be research based bestpractices.

2388

2389 3. District sponsored professional development courses shall be developed with input and
2390 collaboration with certificated staff.

2391

2392 4. The District will pay for employees' district-sponsored clock hours.

2393

2394 J. State Required Kindergarten Assessment

2395

2396 The District will facilitate the provision of any state-required training for first-time, and one
2397 day of training for repeat state-required test administrators. The first two days of the school
2398 year will be non-school days for kindergarten students in order for the family connection
2399 meetings to be held. The District will pay two (2) days of extra-duty pay for state-required
2400 Kindergarten testing and conferencing for work performed outside of the school day.

2401

2402 The district will not administer a separate Kindergarten assessment for student progress
2403 reporting. Teachers will have the option of using WA Kids data or data collected from other
2404 sources as determined by the teacher for student progress monitoring. One Wednesday
2405 during September will be designated as full-day release for state required parent-family
2406 connection meetings. Additional days will be compensated according to Article VII, Section
2407 (1)(J).

2408

2409 **SECTION 2: INSURANCE BENEFITS**

2410

2411 A. District Contribution

2412

2413 The District shall contribute the state insurance allotment per month for each certificated full-
2414 time employee and a prorated amount of the same for all regular part-time certificated
2415 employees to a pool of funds to be used for the purchase of insurance benefits. The Health
2416 Care Authority contribution will be paid by the District. Each employee of a full-time
2417 equivalent status shall be entitled to select insurance options from the approved options up
2418 to the state allocation amount per month. Employees who work less than a full-time
2419 equivalent shall be eligible to receive a maximum District contribution for their selected
2420 benefits that is a percentage of a full-time equivalent employee's contribution. The
2421 percentage of a full-time equivalent employee's contribution shall be the same percentage as
2422 the percentage of a full-time equivalent which the employee works. No employee shall
2423 receive less than full dental and vision, term life and long term disability.

2424

2425 B. Insurance Pool

2426

2427 The District will contribute \$100.00 per FTE as of October 1 to the insurance pool, and in
2428 addition the District will contribute \$650,000 annually. Of that amount, each year \$5,000 will
2429 be set aside to be used by employees who have a change in family status after pooling, on a
2430 first come, first served basis (written request). After each employee has made his/her
2431 selection of benefits under the program provided herein, remaining funds in the pool shall be
2432 available for equal distribution to cover employees requested coverages which exceed the
2433 monthly state allocation in cost. Pooling will be over a twelve-month period, November-
2434 October.

2435

2436 C. Enrollment Period

2437

2438 Enrollment shall be for a thirty (30) calendar day period and shall be completed by October 1.
2439 Once enrollment is completed, no insurance options may be added or deleted during the
2440 contract year by an employee. Should a full-time employee be hired after October 1, he/she
2441 may elect insurance coverages from the plans available during the first thirty (30) calendar days
2442 of employment. In the event the employee does not use the full amount available after making
2443 his/her selection, the balance shall be placed in the pool for future use as determined by the
2444 District and Association.

2445

2446 Coverage shall begin after the first full calendar month of employment and for each month of
2447 employment thereafter. If an employee hired during the school year shall be a replacement
2448 for an employee terminating, then the new employee may elect insurance options to be paid
2449 for by the pool up to the amount of those selected by the terminating employee for whom
2450 he/she is a replacement.

2451

2452 An employee on an approved leave of absence or terminating employment shall be entitled to
2453 continue receiving the District insurance contribution based upon a pro- ration of contracted
2454 days worked. This benefit shall be calculated in the same manner as salary compensation is
2455 paid. Terminations effective at the end of the school year shall entitle employees to receive
2456 insurance benefits through the summer months.

2457

2458 Spouses who are both certificated employees of the District may choose to combine their
2459 District contributions to cover the cost of insurance options which they elect to receive.

2460

2461 D. Benefit Programs

2462

2463 The benefit programs are as follows:

2464

2465 1. Mandatory Programs:

2466

2467 a) Vision Care

2468 b) Dental/Orthodontia

2469 c) Long Term Disability (90 day)

2470 d) Term life insurance

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2. Optional WEA Sponsored 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 childcare 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.

2509 **ARTICLE VIII – LEAVES**

2510
2511 **SECTION 1: LEAVES**

2512
2513 A. Leaves for Illness, Injury, or Emergency

2514
2515 General: At the beginning of each school year, each full-time employee shall automatically be
2516 credited with an advance leave allocation of twelve (12) days or 84 hours to be used for
2517 personal illness or injury or for emergencies as herein defined, effective the first contractual
2518 day. Any unused leave days shall be cumulative from year to year up to a maximum of 180
2519 days or 1260 hours. Time shall be deducted in hourly increments.

2520
2521 1. Sick Leave Provisions

- 2522
2523 a) A certificated employee who has exhausted sick leave as a result of a major extended
2524 injury or illness and is applying for long term disability shall be granted leave for up to
2525 fifteen (15) additional days at a rate of forty-five dollars (\$45.00) per day.
2526 b) If absence continues beyond the provisions specified above, a prorated deduction of
2527 the contracted salary shall be made.
2528 c) If an employee is absent due to illness or injury, a physician’s certificate attesting to
2529 the illness or injury and to the employee’s fitness to perform duties may be required at
2530 the discretion and expense of the District. If the absence continues for five (5)
2531 consecutive working days, the physician’s certificate shall automatically be required at
2532 the expense of the employee.
2533 d) In the case of extended sick leave, an employee will be returned to the former position
2534 providing the illness does not continue more than one year.
2535 e) An employee may use accrued sick leave to care for a child of the employee under the
2536 age of eighteen or family member as listed in RCW 49.12.265 who has a health
2537 condition that requires treatment or supervision. Such leave shall be deducted from
2538 the employee’s accrued sick leave.
2539 f) When an employee knows prior to the workday that he/she will be absent due to a
2540 scheduled appointment, illness, or emergency, he/she shall enter the absence in the
2541 district’s substitute notification system as soon as possible when the system is
2542 available. Absences reported when the system is not available must be called in to the
2543 worksite, to an individual designated by the supervisor. An employee who needs to
2544 use sick leave or emergency leave during the workday shall speak to the supervisor or
2545 designee prior to leaving.

2546
2547 2. Sick Leave Calculation

2548
2549 Sick leave will be calculated on an hourly basis. Such deductions shall be at the same rate as
2550 hours of leave.

2551
2552 3. Convalescence

2554 Under certain circumstances an employee may be allowed to temporarily teach a portion of a
2555 full load in a convalescent period. This may be done only with the approval of the attending
2556 physician and the Superintendent. Each case will have to be individually considered as to
2557 feasibility in the educational program.

2558 2559 4. Cash Out

2560
2561 a) An employee may exercise an option to receive remuneration for unused leave under
2562 this Section accumulated in the previous year at a rate equal to one (1) day's
2563 compensation of the employee for each four (4) full days accrued leave for illness or
2564 injury in excess of sixty (60) days. Leave for illness, injury and maternity for which
2565 compensation has been received shall be deducted from the employee's accumulated
2566 sick leave at the rate of four (4) days for every one (1) day's compensation paid. At the
2567 time of an employee's separation from the District due to retirement or death, an
2568 eligible employee or employee's estate shall receive remuneration at a rate equal to
2569 one (1) day's current compensation for the employee for each four (4) days accrued
2570 leave under this Section.

2571
2572 b) VEBA: The Association may elect to convert unused leave under this Section to a VEBA
2573 which is an optional Sick Leave Conversion Program. If allowed by regulations, there
2574 will be a one-time vote and election by the membership to participate or not
2575 participate.

2576 2577 5. PAE Unit Sick Leave Sharing

2578
2579 The parties agree to sick leave sharing between PAE members within the PAE unit and sharing
2580 between employees outside the bargaining unit as permitted by state law. The parties agree
2581 to permit leave sharing between employees in different bargaining units. The Association and
2582 District agree that Association members may donate leave to employees in other bargaining
2583 units and may receive donated leave from employees in other bargaining units when allowed
2584 by any other applicable collective bargaining agreement.

2585
2586 a) Individualized Eligibility Determination is based on meeting the following criteria
2587 in (1)-(4):

- 2588
2589 1) An employee may apply for leave sharing using the Association form provided
2590 solely through the Association office. Applicants must meet one of the criteria in
2591 (i)-(iv):
- 2592 (i) The employee must have, or have a relative or household member who has, an
2593 extraordinary or severe illness, injury, impairment or physical or mental
2594 condition; or
 - 2595 (ii) The employee has been called to service in the uniformed service; or
 - 2596 (iii) The employee is a victim of domestic violence, sexual assault, stalking, or who
2597 is sick or temporarily disabled because of pregnancy disability or for the
2598 purpose of parental leave; or
 - 2600 (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

2601 assist in responding to the emergency or its aftermath and volunteers his or her
2602 services to either a governmental agency or to a nonprofit organization
2603 engaged in humanitarian relief in the devastated area, and the governmental
2604 agency or nonprofit organization accepts the employee's offer of volunteer
2605 services.

- 2606 2) The illness, injury, impairment, condition, call to service, emergency volunteer
2607 service, or consequence of domestic violence, sexual assault or stalking as defined
2608 above must either have caused or be likely to cause the employee to take leave
2609 without pay or terminate employment. Written confirmation by a medical doctor
2610 will be required.
- 2611 3) The employee has depleted all of their sick leave reserves or provides written
2612 confirmation by a medical doctor that, as a medical probability, the employee will
2613 remain unable to return to work until after all remaining leave with pay is
2614 consumed. The employee has depleted or will shortly deplete their sick leave
2615 reserves. In the event the employee claims they will shortly deplete their sick
2616 leave, medical confirmation will be required.
- 2617 4) The employee has diligently pursued and has been found to be ineligible for
2618 benefits under Chapter RCW 51.32.

2619
2620 b) Determination of Degree of Benefit and Conditions:
2621

- 2622 1) The Superintendent or designee and a representative assigned by the Association,
2623 shall determine the amount of leave which the affected employee shall be allowed.
2624 This determination shall be based upon the written confirmation of a medical
2625 doctor, referred to at (1) or (2) above, and upon other documentation (if any)
2626 provided by health care providers.
 - 2627 2) The employee shall not receive more than 261 days of leave.
 - 2628 3) Any employee who has accrued more than 60 days of sick leave may request that
2629 the District transfer up to 6 days of such accumulated sick leave annually provided
2630 that in no event will a transfer be allowed to reduce the donor's leave bank
2631 account below 60 days. The Superintendent or designee shall develop forms and
2632 processes necessary to implement this clause.
 - 2633 4) Contributions of sick leave shall be on a voluntary basis and the names of donors
2634 shall be kept confidential. The association shall be permitted to make its
2635 membership aware of the need for donations but shall be precluded from
2636 individual solicitations. The names of individuals who do or do not make donations
2637 shall not be published.
 - 2638 5) Leave transfers may be allowed only as to Association members currently
2639 employed by the District.
 - 2640 6) Recipients of donated leave shall continue to be District employees and shall
2641 continue to receive normal employee benefits.
 - 2642 7) In the event the employee receiving donated leave does not use all leave donated,
2643 the unused donated leave in such employee's leave account shall be returned to
2644 donors, pro rata, within forty-five (45) days after the donee's use of accumulated
2645 leave ceases.
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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. Beginning in the 2018-2019 school year, the District will contribute \$250,000 annually to employee VEBA accounts, distributed on an equal basis per FTE. The contribution will occur once per year in a lump sum, corresponding with the benefit enrollment period, no later than November 1 of each year.

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

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

2692 childbearing and recovery shall be granted under Leave of Absence. For more specific
2693 information see the Board of Directors' Policy.

2694

2695 C. Leaves of Absence

2696

2697 1) A leave of absence up to one year without pay subject to renewal by written request to
2698 the Board may be granted to employees by the Board upon the recommendation of the
2699 Superintendent/designee. Requests to cancel a leave request must be made in writing
2700 prior to the time the leave is to begin.

2701

2702 2) Certificated employees of the District shall have completed two years of satisfactory
2703 teaching in the District to be eligible. This condition may be waived for emergency or
2704 conditionally certified employees who need to complete student teaching. For the
2705 duration of student teaching, employees who are on an unpaid leave will receive \$1000
2706 stipend per month and the district shall pay the state allocated insurance coverage and
2707 pay for attendance at professional development.

2708

2709 3) Leaves of absence may be granted for:

2710

2711 a) service in the Peace Corps, VISTA, Military Reserves, National Teacher Corps, as an
2712 exchange teacher, or an overseas teacher, or a Fulbright Scholar;

2713 b) study in an accredited college or university;

2714 c) service in the military when required by law;

2715 d) recovery from illness or poor health;

2716 e) child rearing;

2717 f) special cases as approved by the Board.

2718

2719 4. Such leaves as defined above shall state the provision for re-employment. A certificated
2720 employee who has been granted a leave of absence shall be entitled to a position as
2721 determined by the District in the year following the leave year provided that the employee
2722 shall give written notification to the Superintendent/designee of his/her intent to return
2723 to employment within the District no later than February 15 of the leave year.

2724

2725 5. If staff reduction is necessary, employees on leaves of absence will be treated in the same
2726 manner as if they were presently employed.

2727

2728 6. No experience increment shall be granted for time spent on leave of absence except
2729 where required by law.

2730

2731 7. All requests for leave or renewal of leave and all grants of leave shall be made in writing.

2732

2733 D. Bereavement Leave

2734 Bereavement leave not to exceed five (5) days will be allowed with pay to all employees for
2735 each death in the family. A total of two (2) additional days per year will be allowed with pay
2736 to all employees for non-family members.

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E. Personal Leave

1. Personal leave of three (3) days per year shall be available to all employees in situations which require absence during school hours for purposes of transaction of, or attending to, personal or legal business or family matters. Personal leave shall not be applied for until the day before the first student day each year. To minimize the number of certificated employees requesting personal leave for a particular day, the following provisions will apply:

- a) No more than ten percent (10%) of staff (rounded up to the nearest whole number) per building will be granted leave for any given day.
- b) No more than five percent (5%) of staff per building (rounded up to the nearest whole number, with a minimum of one [1]), will be granted leave on Monday or Friday or immediately preceding or following a holiday/vacation or after May 1. 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 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.

2784 5. Personal Leave Conversion

2785

2786 To assist in off-setting the out-of-pocket cost of insurance, the District and Association have
2787 agreed to continue the personal leave conversion pilot program. Requests will be granted on a
2788 first-come, first-served basis, up to a limit of one hundred (100) employees. Employees may
2789 elect to convert their annual allotment of personal leave days to be paid out over a ten (10)
2790 month period, beginning in November. Employees who wish to convert personal leave must
2791 fill out the District application and attend a mandatory meeting with the District and the
2792 Association. The deadline for applications is September 30.

2793

2794 F. Incentive Leave

2795

2796 Employees who have served in the Pasco School District for fifteen (15) or more years, shall
2797 receive an additional day of leave. This day will be allocated at the start of the school year
2798 following completion of fifteen (15) years of service.

2799

2800 G. Professional Leave

2801

2802 1. Leaves of absence without deduction of pay and with reimbursement of certain expenses
2803 may be granted to attend state, regional or national professional meetings upon written
2804 approval of the Superintendent or designee.

2805

2806 2. When necessary, the District shall provide substitute employees to perform the duties of
2807 certificated employees to attend District professional meetings. These could include the
2808 following: professional meetings, curriculum development meetings, subject/grade level
2809 meetings, observations, or other activities.

2810

2811 H. Association Leave

2812

2813 1. The Association shall be entitled to one hundred eighty (180) work days per contract year
2814 for attendance to Association business stemming from or related to the affairs of the local
2815 Association and conferences and negotiations with the District. Ninety (90) of these days
2816 may be taken in half-day increments up to a total of one hundred eighty (180) half-days.

2817

2818 2. The Association President shall also be entitled to a 1.0 FTE release time per contract year
2819 to attend to Association business.

2820

2821 3. Association leave shall be available to elected officials of the Association and each one's
2822 alternate.

2823

2824 4. The Association President shall make application in writing to the administrator for each
2825 Association leave no less than two (2) days prior to the date of intended leave. No more
2826 than three (3) Association officials shall be granted Association leave at the same time,
2827 except as mutually agreed upon by the Superintendent/ designee, and the Association
2828 President. If three (3) days' notice is given to the Superintendent/designee, more than
2829 those Association officials shall be released.

2830
2831 5. The Association shall pay to the District full or half-day substitute's pay and benefits for
2832 each day or half-day of Association leave granted.
2833
2834 6. The Association agrees to indemnify and hold the District harmless against any liability
2835 that may arise out of the District's compliance with this provision.
2836
2837 I. Jury Duty
2838
2839 Employees issued a summons for jury duty shall be given leave with pay without the loss of
2840 benefits for such time as the employee is required to be in attendance.
2841
2842 J. Public and Political Service
2843
2844 1. Employees appointed or elected to state or national public office shall be granted one
2845 year's leave of absence without pay. A second year shall be granted upon application of
2846 the employee.
2847
2848 2. Upon return from leave, the employee shall be granted the same or comparable position
2849 as held when the leave was granted.
2850
2851 3. Employees appointed or elected to state or national public office or service shall be
2852 granted up to five paid leave days per year with the cost of substitutes deducted. An
2853 employee may petition for up to five (5) additional days. Transportation, meal or lodging
2854 expenses shall be the employee's responsibility.
2855
2856 4. Evidence of attendance at meetings may be required by Employee Services.
2857
2858 K. Teacher Exchange Program
2859
2860 Employees wishing to be involved with a teacher exchange program with another country
2861 must follow the following procedures:
2862
2863 1. Approval of application must be obtained from the building principal, Employee Services
2864 administrator, and Board of Directors. Such request must be submitted to the Employee
2865 Services administrator at least one month prior to the due date of applications.
2866
2867 2. All such teacher exchange programs must be approved by the Office of the
2868 Superintendent of Public Instruction and/or Pasco School District.
2869
2870 3. Employees may apply for the teacher exchange program only after three years of
2871 successful service in Pasco School District.
2872
2873 4. Approval will not be granted for employee's involvement in the teacher exchange program
2874 more than one year in every three years of service.
2875

2876 5. No more than one employee in a building will be approved for teacher exchange programs
2877 during any one school year.

2878 **ARTICLE IX – WORKING CONDITIONS**

2879
2880 **SECTION 1: CERTIFICATED EMPLOYEE FACILITIES**

2881
2882 A. The District shall provide the following in each school facility at which employees are
2883 assigned:

- 2884
2885 1. Designated parking;
2886
2887 2. Keys will be issued for the classroom, faculty lounge, designated work areas, and
2888 outside door of the building;
2889
2890 3. Telephone in each room where teachers and students are regularly assigned;
2891
2892 4. Lockable space.

2893
2894 B. In addition to items 1 through 4 above, the district shall, within available resources,
2895 attempt to provide the following:

- 2896
2897 1. A classroom, or workspace, appropriate to assignment (counselor’s office, consulting
2898 room, etc.).
2899
2900 2. The classroom/workspace shall include: a separate desk, a computer for the
2901 employee’s professional use, chair and adequate lockable storage space for
2902 professional and/or instructional materials. Itinerant staff will also have access to a
2903 work space in all assigned buildings that includes access to a computer, printer, basic
2904 supplies, and storage. Itinerant staff will have a key/key card to all buildings in which
2905 they perform duties.
2906
2907 3. Equipment and materials required for the implementation of I.E.P.’s shall be provided
2908 prior to the placement of the student into least restrictive environment.
2909
2910 4. The District shall maintain all facilities, equipment, materials and information in a safe,
2911 clean, healthful and functional manner.
2912
2913 5. The District will make every effort to limit the number of classroom changes a teacher
2914 makes each day if the teacher is assigned to more than one class room in a building.
2915

2916 **SECTION 2: EMPLOYEE WORKLOAD**

2917
2918 1. Curricular Preps

2919
2920 Every effort shall be made to limit secondary curriculum preps to a maximum of three (3),
2921 and every effort will be made to limit the number of schedule changes for specialists.
2922

2923 2. Class Size

2924

2925 The District’s class size shall be regulated according to the following schedule:

2926

2927 A. Elementary:

<u>Grade Level</u>	<u>Maximum</u>
K-1	24
2-3	27
4-6	28
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

2936

2937 Fifteen (15) minutes shall be built into the Art, Music, and P.E. schedules to allow for “passing
2938 time” each day. Early release days will have a maximum of ten (10) scheduled minutes. The
2939 specialists will provide input into the scheduling of these minutes. One recess shall not be
2940 counted as fifteen minutes of passing time.

2941

2942 Recognizing the role of elementary counselors to support the education and well-being of
2943 students, the District will work to support the ASCA model components in the District’s
2944 counseling program. The ASCA components are system support, guidance curriculum,
2945 responsive services, and individual student planning.

2946

2947 B. Secondary:

<u>Grade Level</u>	<u>Maximum</u>
7-8	150 students per day with a class maximum of 30
9-12	120 students per day with a class maximum of 30.

2951

2952 Middle School Combination Room: 26

2953 ESL, SET, Bilingual: Lower class sizes may result, if funded by categorical programs.

2954

2955 PE, exploratory teachers: 34 students per class with a daily maximum of 204

2956 The class size for secondary Health classes will be 32.

2957

2958 C. Choir, Band, Orchestra: No limit at the secondary level. Due to the unique
2959 circumstances of these programs, schedule, class size, and support will be
2960 reviewed annually by the Association and the District.

2961

2962 D. In secondary buildings, counselors shall not provide preparation periods for classroom
2963 teachers but shall be available for groups and classroom presentations. Building
2964 administration, with input from the building counselors, will determine an equitable
2965 workload for each counselor.

2966

2967 E. The parties wish to address the impact of special services students and students with
2968 chronic high needs (CHN) (as identified by at least the teacher and administrator) in the
general

2969 education classroom. A CHN student has a documented pattern of behavior that has a
 2970 negative impact on student learning and results in increased teacher workload.
 2971
 2972 Towards this end, the district will make every effort to equitably assign special services or
 2973 chronic high needs students in general education classes. Placement considerations may
 2974 include the level of service to the student, student need, teacher input, building
 2975 considerations, as well as other factors. Every effort will be made to limit placements to 6 or
 2976 less (5 K-1) per class.
 2977
 2978 When more than six (6) (5 K-1) special services or chronic high needs students are placed in a
 2979 general education classroom, the number of students above six (6) (5 K-1) will be weighted
 2980 2:1 for purposes of calculating overload and to determine support to alleviate the impact in
 2981 the classroom.
 2982
 2983 Special Services/chronic high needs students will not be counted toward the CHN threshold if
 2984 that student is accompanied by a dedicated staff member (provides academic, instructional,
 2985 or behavioral support) in the general education class, or if the student disability or area of
 2986 qualification does not impact learning in the general education classroom (as determined by
 2987 the teacher, case manager, and administrator).
 2988
 2989 In any case, a teacher may request a workload meeting per Article IX, Section 2, paragraph (4).
 2990

2991 3. Least Restrictive Environment

- 2992
 2993 A. Special education policies, procedures and forms are available on the district website
 2994 and the annually reviewed special education handbook to all employees with
 2995 information on:
 2996
 2997 a) referral process
 2998 b) assessment and eligibility
 2999 c) IEP team recommended placement
 3000 d) IEP development
 3001 e) change of placement
 3002 f) parental rights
 3003 g) student discipline
 3004
 3005 B. Employees shall be given 24 hours' notice and appropriate placement information
 3006 before admission of students with disabilities to the general education classroom
 3007 unless it violates or conflicts with PSD, state, and federal policies/statutes.
 3008
 3009 C. Regular classroom employees assigned a special needs student shall be given general
 3010 education accommodation and modification information from the student's
 3011 individualized education program (IEP).
 3012
 3013

3014 4. Procedure for Handling Workload Concerns

3015

3016 The Association and District agree to utilize the following procedures for handling concerns
3017 regarding workload (student/employee ratios, special services and chronic high needs in
3018 regular classroom) and other related problems or concerns.

3019

3020 If there is an employee, district, or association concern regarding the workload or other
3021 concerns resulting from the student loads within five (5) days of a request, a conference will
3022 be held between at least the employee, a building administrator, and other applicable
3023 administrator and staff (i.e. general education teacher, special education teacher, a special
3024 services administrator, 504 Officer or counselor). The purpose of this meeting is to select
3025 appropriate alternatives to remedy the situation, to include equitable distribution/assignment
3026 of students.

3027

3028 Options include but are not limited to:

3029

- 3030 a) added paraeducator time or other support;
- 3031 b) transfer students or employees within the building;
- 3032 c) form additional class sections;
- 3033 d) provide professional development around student specific needs;
- 3034 e) convene the IEP team, if applicable;
- 3035 f) provide additional staff.

3036

3037 5. Overload Procedures

3038

3039 In order to ensure input from employees directly affected by classes larger than the maximum
3040 staffing guidelines, the following procedures shall be followed:

3041

- 3042 a. The principal shall meet with affected employee(s) within two (2) working days to
3043 verify the situation and develop a tentative solution plan in addition to the
3044 provisions of "C" herein.
- 3045
- 3046 b. The principal will schedule a conference with the appropriate personnel. The affected
3047 certificated employee(s) shall participate in such conference. If said conference is held
3048 during planning/teaming time, the employee shall be compensated for loss of
3049 planning. A recommendation shall be made by the principal.
- 3050
- 3051 c. Determination of action to be taken shall be announced to the certificated
3052 employee(s) within five (5) school days of the time the Superintendent or designee
3053 receives the recommendation from the principal.
- 3054
- 3055 d. The District may relieve an overload at any time through the transfer of students
3056 or forming new class sections.

3057

3058 6. Overload Compensation

3059

3060 When the overload is not relieved by one of the above methods, the teacher may select
 3061 compensation in the form of overload pay, clerical or paraeducator support, release time, or a
 3062 combination of any of the above. When a paraeducator is not available or is reassigned by an
 3063 administrator, overload shall be paid to the teacher.

3064
 3065 With the exception of Band, Choir and Orchestra, whenever a section exceeds the above
 3066 maximum standards, an overload is deemed to exist. When overloads occur, they shall be
 3067 compensated at a rate equal to three dollars (\$3.00) per student hour or fifteen dollars
 3068 (\$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

3070
 3071 Such payment shall be effective from the first day of verified overload payable in the paycheck
 3072 following the end of the month in which an overload occurs. Payment for overloads shall not
 3073 be effective during the first eight (8) student attendance days of the school year and the first
 3074 five (5) student attendance days of new second semester classes at the secondary level.

3075
 3076 Overload data will be submitted by the last work day of the month and, once verified by the
 3077 district and PAE, will be compensated on a monthly basis.

3078
 3079 A "student hour" is defined as the unit of overload which results from carrying an overload of
 3080 one (1) student for a period of one (1) hour or the product of the two factors: overload
 3081 students and hours (for which the overload was carried).

3082
 3083 A "student day" is defined as the unit of overload which results from carrying an overload of
 3084 one (1) student for a period of one (1) full teaching day or the product of the two factors:
 3085 overload students and teaching days (for which the overload was carried).

3086
 3087 All music classes) above class size limits per section that are required to administer a state
 3088 assessment at grades 5, 8, and 10 will be provided with paraeducator support or other types
 3089 of support to administer the assessment.

3090
 3091 7. Special Education

3092
 3093 a) Special Education teachers shall receive \$300 to purchase additional supplies for their
 3094 classrooms. Supplemental intervention materials will not be expected to be purchased
 3095 from this \$300.

3096
 3097 b) In order to facilitate the educational assessment and programming of students with
 3098 disabilities, and to provide health, medical and legal safeguards for the students and
 3099 employees, the following information shall be made available to the receiving building

3100 psychologist (or special education teacher when the building psychologist is not available)
3101 prior to student placement:

- 3102
- 3103 1. Student assessment data;
 - 3104 2. Medical records;
 - 3105 3. Parent approval;
 - 3106 4. Student's current IEP;
 - 3107 5. Former educational programs and social information;
 - 3108 6. Notice of any critical condition.

3109

3110 The special services teacher and the school psychologist will be consulted in the scheduling of
3111 special education students. The general education teacher should access the IEP team process
3112 to address needs and concerns regarding a special education student who is placed in general
3113 education classes.

3114

3115 c) Special Services Workload

- 3116
- 3117 1. Overload compensation is based on current evaluations/IEPs/IFSP and the following
3118 criteria:
3119
 - 3120 a) Class size: The District's class size shall be regulated according to the following
3121 schedule. At least six (6) hours per day of paraeducator time shall be allocated to a
3122 building per 1.0 FTE (prorated) special education teacher (except for ½ day pre-
3123 school and Kindergarten). Special education paraeducators will be scheduled by
3124 the special education staff with approval by the building administrator.
 - 3125 b) Blended classes shall be limited to the smaller class size and case load as listed.
 - 3126 c) Time spent serving home based students outside of the contracted day will be
3127 compensated at per diem rate.
 - 3128 d) Class size limits for new programs or renamed classes shall be negotiated.
 - 3129 e) Planning between teachers in full-day K-12 special education programs and their
3130 paraeducators shall occur weekly for up to one hour per week during the teacher's
3131 regular school day at the teacher's discretion.

3132

3133 f) Pre-School

3134

3135 Developmental

3136

3137 Preschool:

3138 Two-day per week classes	8 students and two 6.5 hour paraeducators
3139 Three-day per week classes	8 students and two 6.5 hour paraeducators
3140 Four-day per week classes	8 students and two 6.5 hour paraeducators
3141 Pre-K SLC	8 students with four 6.5 hour classified staff
3142 Preschool Inclusion Case Manager (Head Start/ECEAP):	caseload of 45.

3143

3144 Any student deemed by the IEP team to be in need of full adult assistance to access
3145 the classroom shall be assigned a 1:1 paraeducator in addition to the numbers above.

3146	2. Elementary Levels (K through 6 th)	
3147	<u>Class</u>	<u>Students per Class</u>
3148	Inclusion:	
3149	Kindergarten	3 with 6.5 hour paraeducator
3150	Grade 1	3 with 3 hour paraeducator
3151	Life Skills:	
3152	Grades K-6	8
3153		
3154	Self-Contained:	
3155	Primary Grades 1-2	10
3156	Intermediate Grades 3-6	12
3157	Behavior Disorder Classrooms (Bridges)	8
3158		
3159	Structured Learning:	10
3160	Resource Room:	30 IEP students or
3161	31-40 students \$3 per student per day	
3162	41-45 students \$6 per student per day	
3163	46 and above \$12 per student per day	
3164		
3165	3. Elementary and Secondary Levels	
3166	<u>Class</u>	<u>Students per Class</u>
3167	Adaptive Life Skills	6
3168		
3169	Extended Resource Room	12
3170	Deaf Education	12
3171		
3172	4. Secondary Levels	
3173	<u>Class</u>	<u>Students per Class</u>
3174	Life Skills (7 – 12+)	12
3175	Middle School:	
3176	Self-Contained	12
3177	Behavior Disorder Model (Bridges)	16 (with 2 FTE/1 paraeducator model)
3178	Resource Room	16
3179	Blended (Resource/Self-Contained)	12
3180	High School:	
3181	Self-Contained (CCP)	12
3182	Resource Room	15
3183		
3184	5. Teacher of Visually Impaired	30 caseload*
3185		
3186	6. Teacher of the Deaf and Hard of Hearing	30 caseload*
3187		
3188	*Overage: One dollar (\$1) per student per day shall constitute overage payment for	
3189	caseloads over 30.	
3190		
3191	7. Speech Language Pathologists:	
3192	a) A case load of forty-five (45)	

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

- b) The district will pay applicable ASHA membership and certification dues up to \$600.00. Funds in excess may be used for CEU courses or conferences. The attendance at CEU (continuing education units) conferences will be determined by each SLP. The District will pay for clock hours as specified in Article VII, Section 1(I).
- c) The district will pay a \$5,296 annual stipend to all SLPs who have attained their National Board Certification equivalency and certification as required by the Health Care Authority.
- d) When a vacancy occurs, the District will follow the provisions of Article VI, Section K. Vacancy and Section F. Posting of Vacancies.
- e) The District will pay a mentor stipend of \$1000 to SLPs assigned to oversee new-to-district SLPs for one year, or assigned to CFY SLPs. The district will pay SLPs a prorated stipend for interns based on the length of the assignment.
- f) 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 60 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).
- g) The district will hire fifteen hours of tutor support per collective 1.0 hired or contracted SLPs. Tutor support will be distributed by the SLP group during the first thirty (30) school days of each school year. If the SLP is not bilingual, bilingual support will be provided to meet the needs of the student's language of instruction. Caseload numbers will not be

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- affected. Should a bilingual tutor not be available, SLPs will be compensated per Article XI, Section 2, subsection 5-6.
- h) For any month that exceeds thirteen (13) completed IDEA defined evaluations (initial or re-evaluation), SLP staff may submit an additional Tier 4 day per additional evaluation for that month. An evaluation may start in one month and be completed in the next month.
- i) SLPs will have IEP hours or IEP release days according to the following schedule:

<u># of 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

8. Occupational/Physical Therapists:

- a) A caseload of 40 plus six (6) hours per day of paraeducator time (prorated). If an OTR is supervising a Certified Occupational Therapy Assistant (COTA), their caseload together is 60. If a PT is supervising a Physical Therapy Assistant (PTA), their caseload together is 60. Each licensed therapist that is supervising a COTA or a PTA will be compensated three (3) hours of extra duty pay per week for extra work involved with supervision.
- b) The District will pay applicable AOTA/WOTA/APTA/PTWA membership and certification dues up to \$600.00 per year. Funds in excess may be used for CEU courses or conferences. The attendance at specific CEU opportunities will be determined by each certified OT/PT.
- c) The District will pay a \$5,296 annual stipend to all OTRs and PTs who have attained their National Board Certification equivalency and certification as required by the Health Care Authority.
- d) The following factors shall be considered in determining workload:
 - Number of sites
 - Geographic area to be covered
 - Travel time required
 - Type and amount of assessment and intervention
 - Amount of paraeducator support
- e) Each licensed therapist can schedule their days to meet the needs of caseload, planning, and collaboration time.

- 3284 f) Each licensed therapist shall be entitled to two hundred ten (210) minutes of
 3285 testing/report writing time per week.
 3286 g) For any month that exceeds 13 completed IDEA defined evaluations (initial, FBA or
 3287 re-evaluation), School Psychologists may submit for an additional Tier 4 day per
 3288 additional evaluation for that month. An evaluation may start in one month and be
 3289 completed in the next month.
 3290 h) Overloads shall be compensated at a rate equal to \$1.00 per day per student.
 3291 i) OTs and PTs will have IEP/IFSP or Tier 4 hours or release days according to the
 3292 following schedule:

3293

# of Assigned IEPs	# of Hours	OR	#of Release Days
3294 Up to 30	7		
3295 31-40	14		
3296 41-50	21		
3297 51-60	28		
3298 61-70	35		5
3299 71-80	42		6
3300 81-90	49		7
3301 91 +	56		8

3302

3303

3304

3305 **9. School Psychologists**

- 3306 a) A caseload of 120 per psychologist,
 3307 b) Overloads shall be compensated according to the following schedule:

Caseload	Overload Compensation		Clerical Support
121-150	\$1 per student per day	or	5 hours
151-175	\$2 per student per day	or	10 hours
176+	\$3 per student per day	or	15 hours

- 3308
- 3309 c) Caseloads will be prorated based on employee FTE for part-time psychologists.
 3310 d) For any month that exceeds 13 completed IDEA defined evaluations (initial, FBA or
 3311 re-evaluation), School Psychologists may submit for an additional Tier 4 day per
 3312 additional evaluation for that month. An evaluation may start in one month and be
 3313 completed in the next month.
 3314 e) The District will pay a \$5,296 annual stipend to all School Psychologist who have
 3315 attained their national board certification equivalency and their certification as
 3316 required by the Health Care Authority.
 3317 f) The district will pay a mentor stipend of \$1,000 to psychologists assigned to
 3318 oversee an intern for the year.
 3319 g) When a vacancy occurs, the psychologist and the District will collaboratively
 3320 determine positions based on seniority, qualifications and experience, caseload,
 3321 and program needs.
 3322

3323 **10. School Social Worker**

- 3324 a) Shall fulfill duties appropriate to their ESA certificate.

- 3325 b) Shall be able to submit for up to five (5) additional days, at their per diem rate, for
3326 work performed outside of the contracted day.
3327 c) The Association reserves the right to enter into an MOU related to workload no
3328 later than November 1, 2018.
3329

3330 11. Special Education Instructional Support
3331

3332 a) Each elementary Resource Room teacher shall schedule the equivalent of one-half
3333 (1/2) day of non-student contact time per week to perform such duties as (but not
3334 restricted to) student monitoring, teacher consultation, testing and IEP
3335 preparation. This time shall be in addition to the preparation time allotted to all
3336 elementary teachers.
3337

3338 b) Secondary: In an effort to support Special Education students in general education
3339 classes, each Middle School Resource Room teacher and each High School Special
3340 Services (except programs that only case manage their own students, ex: Bridges,
3341 Life Skills, Deaf Ed Program, Adaptive Life Skills) teacher will be scheduled for an
3342 inclusion support/case management period during the instructional day. The
3343 purpose of the inclusion support/case management period is to perform such
3344 duties as: gather student data, provide direct instructional support to students in
3345 and for general education classrooms, periodic IEP-related testing, provide direct
3346 assistance and guidance to general education teachers for instructional
3347 adaptations and modifications, and periodic communication with other staff and
3348 parents regarding the student (if the schedule of teaming time does not otherwise
3349 allow).
3350

3351 c) If an employee is required by an administrator to substitute during scheduled inclusion
3352 support/case management time, the employee will be compensated at the per diem rate.
3353

3354 The instructional support time referenced in this section (F)(3)(b) is provided based upon
3355 instructional delivery for Special Education students in a traditional bell-schedule model. The
3356 District retains the discretion to implement a different instructional model based upon
3357 student educational need.
3358

3359 The district and the association agree to establish a committee to examine the effectiveness
3360 of the instructional support time referenced in this section in the middle school block
3361 schedule model. The committee must include at least one middle school resource room
3362 teacher and one middle school administrator.
3363

3364 For Special Services teachers with concerns about the workload impact of testing students
3365 who do not qualify (DNQ) for services, the teachers will follow the procedures in Article IX,
3366 Section 2(4), Procedure for Handling Workload Concerns.
3367

3368 12. IEP Hours
3369

3370 Additional IEP hours will be provided to employees annually for purposes of IEP writing and
3371 preparation, testing, special services-related meetings, and other duties as required by the
3372 special education program. IEP hours may be submitted for payment at the per diem rate,
3373 using the Tier 4 form, according to the following schedules:

3374

3375 (i) Programs that have control of their own scheduling (i.e. elementary resource
3376 classrooms):

3377

3378	<u># of Assigned IEPs</u>	<u># of Hours</u>
3379	Up to 30	7
3380	31-40	14
3381	41 – 50	21
3382	51 – 60	28

3383

3384 (ii) Programs that do not have control of their own scheduling (i.e. elementary self-
3385 contained rooms, secondary special education classrooms):

3386

3387	<u># of Assigned IEPs</u>	<u># of Hours</u>
3388	Up to 15	7
3389	16 – 20	14
3390	21 – 25	21
3391	26 -30	28
3392	31-35	35
3393	36-40	42
3394	41 +	49

3395

3396 13. IEP Release Days

3397

3398 (i) All Special Education teachers will receive up to ten (10) IEP days.

3399 (ii) For purposes of completing work on IEPs, six (6) of the IEP days referenced above
3400 shall be paid at the employee's per diem rate in twelve (12) equal payments on a
3401 supplemental contract beginning in September. The remaining four (4) of the IEP
3402 days may be taken as release time in full-day or half-day increments. If an
3403 employee wishes to receive payment for the time in lieu of release time, he/she
3404 may do so at the conclusion of each semester (two days per semester), provided
3405 the IEPs were completed in a timely manner and were in compliance with
3406 OSPI/WAC requirements. Staff with incomplete IEPs or compliance work after the
3407 first semester will be required to take the second semester days as releasetime.

3408

3409 14. Extended School Year Planning Time

3410

3411 Upon prior approval of the program administrator, up to three (3) days of release time will be
3412 made available for each Special Services teacher whose work requires Extended School Year
3413 planning for students. Such release time shall not be reasonably refused.

3414

3415 15. Experience Credit

3416

3417 Experience credit will be allowed for verified professional work (birth to age 21 experience)
3418 for SLPs and OT/PTs. The experience credit will be computed in the same manner as teaching
3419 experience for school age students on the SAM. Payments made under this paragraph will be
3420 through a supplemental incentive contract for the purpose of hiring and retaining SLPs and
3421 OT/PTs.

3422

3423 16. IEP Progress Monitoring

3424

3425 In the event of a mandate or procedural change to IEP progress monitoring, the District will
3426 bring the matter to the attention of the Association during the labor-management process
3427 prior to implementation of changes or action being taken. Notification will then be made to
3428 impacted staff. Training and/or information will be provided to staff prior to required
3429 implementation. Considering program needs, every effort will be made to implement the
3430 change at the start of the school year.

3431

3432 17. State Alternate Assessments

3433

3434 The district will provide annual training and assistance for employees required to complete
3435 state alternate assessments. This will include, at a minimum, two hours of overview training
3436 based on state requirements and additional training and staff support based on teacher need.
3437 The district will make opportunities available during early release days each school year and at
3438 other times prior to established data collection points to provide special education teachers
3439 time to collaborate on state alternate assessments.

3440

3441 For employees who are required to complete state alternate assessments, additional days
3442 may be taken. Teachers with 1 to 6 students involved in state alternate assessments will
3443 receive an additional Tier day. Teachers with 7 or more students involved will receive two (2)
3444 additional Tier days. Shared students will count as half a student.

3445

3446 Employees with concerns regarding workload due to state alternate assessments may refer to
3447 Article IX, Section 2(4), Procedures for Handling Workload Concerns.

3448

3449 **SECTION 3: CLASSROOM VISITATION**

3450

3451 To provide patrons of the District the opportunity to visit classrooms with the least
3452 interruption to the teaching process, the following guidelines are set forth:

3453

- 3454 1. Each school building shall have posted at the main entrance(s) notice advising all visitors
3455 to a school and/or classroom to notify the office. If the visit is to a classroom, the time will
3456 be arranged after the principal/designee has conferred with the employee with sensitivity
3457 to the needs of the employee and the students.

3458

3459 2. Upon request, the employee shall be afforded the opportunity to confer with the
3460 classroom visitor before and/or after the visitation. The employee may request
3461 administrative presence during this communication.
3462

3463 3. Any observations or notations made during classroom visits shall not be used for
3464 evaluative purposes.
3465

3466 **SECTION 4: STUDENT DISCIPLINE**

3467
3468 The rules adopted pursuant to RCW 28A.600.010 shall be interpreted to ensure that the
3469 optimum learning atmosphere of the classroom is maintained, and the highest consideration
3470 is given to the judgment of qualified certified educators regarding conditions necessary to
3471 maintain the optimum learning atmosphere.
3472

3473 1. In accordance with Washington Administrative Code, each employee shall have the
3474 authority to impose discipline upon a student for misconduct, which violates written rules
3475 of the school district and/or individual classroom.
3476

3477 2. Employees are authorized, as described in RCW 28A.600.020, to exclude any student who
3478 creates a disruption of the educational process in violation of the building disciplinary
3479 standards while under an employee's immediate supervision. The student may be
3480 excluded by the employee from the immediate class period or activity, or up to the
3481 following two days or until the principal or designee and employee have conferred. The
3482 following shall apply:
3483

3484 a) Except in emergency circumstances, the employee first must attempt one or more
3485 forms of corrective action.
3486

3487 b) In no event without the consent of the employee may an excluded student return to
3488 the class during the balance of that class or activity period or up to the following two
3489 days or until the principal/designee and the teacher have conferred.
3490

3491 c) Employees shall be notified when a student is suspended from his/her specific class by
3492 the next day.
3493

3494 d) Each employee shall have authority to recommend to administration a longer
3495 suspension and/or expulsion for misconduct based upon the severity of the infraction.
3496 When an employee makes a written recommendation for expulsion or long term
3497 suspension, the following shall apply:
3498

3499 e) The principal shall meet with the affected employee to clarify the process for expulsion
3500 or long term suspension and to investigate the basis of the recommendation.
3501

3502 f) The principal shall provide a written response to the employee's request setting forth
3503 his/her disposition regarding the recommendation.
3504

- 3505 g) Upon the employee's request, a conference between student, parent/guardian,
3506 principal or administrator, and the employee shall be held to discuss future behavior
3507 expectations of the student. If the parent/guardian does not attend, the meeting will
3508 be held.
3509
- 3510 3. The Board and the Superintendent shall support and uphold its employees in their efforts
3511 to maintain discipline in the District in accordance with District discipline rules, such
3512 written rules to be distributed to each employee at the beginning of the school year and
3513 posted on the intranet within the first contractual week. Further, it shall be understood
3514 that the authority of employees to use prudent disciplinary measures for the safety and
3515 well-being of pupils and employees is supported by the Board. In the exercise of authority
3516 by an employee to control and maintain order and discipline, the employee may use
3517 professional judgment including reasonable use of physical restraint concerning matters
3518 not provided for by specific policies adopted by the Board and not inconsistent with
3519 federal or state laws or regulations.
3520
- 3521 4. The District shall conduct instructional meetings for employees concerning all applicable
3522 federal, state, and local laws; District rules, regulations, and procedures pertaining to
3523 student rights, employee rights, due process, and the processing of student discipline.
3524 After these meetings, employees will receive documentation showing disciplinary codes
3525 and discipline flow charts. These documents will be posted on the intranet within the first
3526 contractual week. These meetings will be held before the first student day, during the
3527 workday and at no cost to the employee.
3528
- 3529 5. When more than one administrator is assigned to a site, the administrators shall arrange
3530 their schedules so that one of them or a designated administrator is accessible at all times
3531 to handle student discipline referrals. Provision shall be made at other sites for
3532 emergency student referrals.
3533
- 3534 6. The District shall provide an explanation of the discipline process for special education
3535 students and training for all employees. Students serviced by special education will be
3536 subject to disciplinary action provided by the guidelines of the Individuals with Disabilities
3537 Education Act (IDEA) and Section 504. The Pasco School District shall provide an
3538 explanation of the discipline process for special education referenced on the Pasco School
3539 District Intranet. Each building will have a copy of the Special Services Handbook available
3540 in the office.
3541

3542 **SECTION 5: WEAPONS, ASSAULTS, THREATS AND BULLYING**
3543

3544 The District shall maintain a no toleration policy toward students who are in any way involved
3545 with a weapon on school property or at a school activity. The District shall also maintain a no
3546 toleration policy toward students who are in any way involved in an assault, threat, or bullying
3547 directed towards an employee. When it has been determined that a student has been
3548 involved with a weapon at a school activity, or an assault, threat, or bullying, the student shall
3549 be subject to disciplinary action, which may include expulsion.
3550

3551 Students expelled from other districts seeking admission to the Pasco School District will be
3552 required to follow the prescribed District Procedure. Employees that receive transferred
3553 students with records of weapons, assaults, threats, and bullying shall be notified prior to that
3554 student's first school day or immediately upon the District's receipt of these records.

3555

3556 **SECTION 6: ELEMENTARY/MIDDLE SCHOOL PARENT CONFERENCE TIME**

3557

3558 A conference period of four (4) days in the fall and four (4) days in the spring shall be set aside
3559 for parent-teacher conferences. Released time of one-half (1/2) day shall be allowed for each
3560 of these days. Each employee involved in conferences shall be on a flexible work- day to
3561 accommodate the necessary conferences during the fall and spring. The "flexible workday" as
3562 referred to herein shall allow the employee to schedule the conferences and such periods of
3563 time as required to accomplish such conferences as mutually determined by the employee
3564 and principal. The employee shall not be required to remain at school during nonscheduled
3565 conference time.

3566

3567 Conference schedules will allow adequate time for a conference with each parent. In the
3568 event a parent refuses to conference after every reasonable attempt is made by the
3569 employee, then the employee shall be relieved of such responsibility. No employee shall be
3570 expected to work more hours during a conference week than they are expected to work
3571 during a regular work week.

3572

3573 Conferences with parents of kindergarten students shall be scheduled for four (4) days in the
3574 fall and four (4) days in the spring.

3575

3576 **SECTION 7: PEER ASSISTANCE AND SUPPORT TEAM**

3577

3578 These guidelines will comply with all statutory and legal obligations and are intended to be
3579 liberally construed and implemented so that employees are treated fairly.

3580

3581 Peer Assistance Committee:

3582

3583 The primary work of this committee is to assist employees in their first year with the district
3584 by refining their skills and helping them learn district goals, curriculum, and structure. The
3585 Peer Assistance Committee provides oversight for the program and determines program
3586 guidelines consistent with the terms of the collective bargaining agreement. The Peer
3587 Assistance Committee will consist of: all peer mentors, Association President, the head
3588 Employee Services administrator, and administrators selected by the superintendent. There
3589 will be equal representation between the district and association. The head Employee
3590 Services administrator and the Association president will be the committee's co-chairs.
3591 Minutes will be kept for each meeting. The superintendent may serve as a non-voting
3592 member of the panel.

3593

3594 Peer Assistance & Support Positions

3595

3596 Two types of positions will be created to support this work

3597

- 3598 1. *Peer Mentors* who will assist employees at the building-level who are new to the district.
- 3599 2. A *Consulting Peer Educator* who will provide induction activities and assist district
- 3600 employees who are new to teaching.

3601 At least one employee at each site will be selected as a Peer Mentor. Peer Mentors will be
3602 recommended to the supervising administrator by employees or authorized Association
3603 representatives at each site using the following criteria listed below:

3604

3605 A Peer Mentor:

3606

3607 Demonstrates effective instructional skills and classroom management,

3608 Demonstrates strong communication and interpersonal skills,

3609 Demonstrates strong knowledge of district procedures and programs, and

3610 Demonstrates ability to work cooperatively and effectively with other professional staff.

3611

3612 The recommendation of the employees will be honored unless the building administrator
3613 shows cause for overriding the selection, at which point the administrator will contact the
3614 association president to discuss the reasons.

3615

3616 Each Peer Mentor shall be responsible for no more than 10 new teachers in their building.

3617

3618 Peer Mentors will attend induction activities and will provide assistance as needed to teachers
3619 new to the site. Peer Mentors will be paid a stipend of \$1500.00 per year for their work with
3620 other educators. The district may request verification, similar to a supplemental contract
3621 verification form, of completion of mentor activities as defined by the committee.

3622 Additionally, curriculum rate will be paid for attending induction activities and any other Peer
3623 Assistance Committee meetings.

3624

3625 Consulting Peer Educators (CPE)

3626 Becoming a CPE is a major commitment. Except in extraordinary circumstances, CPEs will
3627 remain in the position for the entire term of their appointments, and co-curricular or
3628 extracurricular responsibilities should not interfere with their CPE duties. Any conflicts will be
3629 resolved by the Peer Assistance Committee.

3630 The Peer Assistance and Support Team will consist of 3 full-time equivalent CPEs, and 1 or 2 of
3631 these could be partial FTE.

3632

3633 CPE Supplies

3634

3635 Supplies and materials necessary to fulfill the responsibilities of the position will be provided.
3636 If supplies are denied by an administrator, or a conflict arises about any other expenses
3637 requested by the CPE, the Peer Assistance Committee will be convened within 5 days to
3638 determine the legitimacy of the request. If the majority of the committee believes that the
3639 denied supplies or expenses are necessary, the committee will determine a proper resolution.

3640

3641 CPE Selection Process:

3642

3643 CPEs will be recommended for selection by the Peer Assistance Subcommittee using the
3644 criteria listed below:

3645

3646 A CPE:

3647

3648 1) Is a current employee in the district on a continuing contract with a minimum of five years'
3649 total teaching experience, with at least three years in the district.

3650 2) Demonstrates outstanding classroom teaching ability.

3651 3) Demonstrates talent in written and oral communications.

3652 4) Demonstrates the ability to work cooperatively and effectively with other professional
3653 staff members.

3654 5) Has extensive knowledge of a variety of classroom management and instructional
3655 techniques.

3656 6) Has the documented support of colleagues and his or her building principal.

3657 7) Has the ability to provide and model expectations of high standards of professional
3658 practice while demonstrating compassion for the person.

3659 The positions will be posted five days in district and will be offered a continuing contract for
3660 the school year. Additionally, applicants must provide a recommendation from a district
3661 administrator and at least one certificated, non-administrative colleague. A subcommittee of
3662 the Peer Assistance Committee will interview and recommend CPEs from the group of
3663 applicants who meet the required qualifications. The subcommittee will contain three (3)
3664 peer mentors appointed by the Association President and three (3) administrators appointed
3665 by the superintendent. The preference of the committee will be honored. All applications
3666 and references will be treated with strict confidentiality. Applicants who are not selected will
3667 be notified.

3668

3669 CPE Length of Assignment

3670 One CPE position will be open every two years, barring extraordinary circumstances that
3671 require the Peer Assistance Committee to replace a CPE prior to the end of his or her term.
3672 Selected CPEs may continue in that role for four consecutive years.

3673

3674 Return of CPE to the Classroom

3675 Upon completion of his or her assignment, a CPE will be given the same consideration for
3676 returning to the position of his or her last assignment as if he or she had been on active duty.
3677 The Peer Assistance Committee may return any CPE to his or her previous position in
3678 accordance with the above at any time following a conference with the CPE to discuss the
3679 reason(s) for the reassignment. This may occur because of changes in the subject areas and
3680 grade levels of employees participating in the PAS Program or because of concerns about the
3681 CPE's work performance.

3682

3683 CPEs will not be selected for an administrative position within the district for at least 2
3684 academic years after serving as a CPE, except by the mutual consent of the association and
3685 district.

3686

3687 CPE Compensation

3688

3689 A fulltime CPE will receive a supplemental contract for 17 days. The scheduling of
3690 supplemental days may be by agreement between the administrator and the employee.

3691

3692 Confidentiality

3693

3694 All information concerning assistance provided to an employee by a CPE will remain strictly
3695 confidential. The CPE will report to Peer Assistance Committee about the general nature of
3696 support and assistance being provided to employees. However, no specific information
3697 obtained by the CPE through an assistance process will be disclosed to others except as
3698 required by law.

3699

3700 Contract Rights

3701

3702 Except as explicitly provided in these guidelines, employees participating in the Peer
3703 Assistance Program retain all rights in this contract.

3704 These will constitute the guidelines for the Peer Assistance Program, recognizing the district
3705 and the association may find it necessary, by mutual agreement, to modify these provisions.

3706

3707 **SECTION 8: EMPLOYEE PARTICIPATION**

3708 The parties agree that authentic employee participation dealing with district and building level
3709 issues is important to improve instruction and/or the working/learning climate. Each building
3710 will participate in shared decision making with the sole purpose of focusing on issues related
3711 to student learning and achievement.

3712

3713 A. Shared decision-making issues include, but are not limited to the following committees:

3714

3715 1. Building Budget Committee

3716

3717 The building principal shall involve employees in the establishment of priorities and budget
3718 allocations within a building for the purpose of purchasing curriculum and instructional
3719 materials, purchase of consumable classroom supplies, and implementing programs.

3720

3721 Supplies and consumables shall be \$400.00 per employee per year at the elementary and
3722 \$200.00 per employee per year at the secondary. Monies shall be spent at the discretion of
3723 the teacher. Teachers will be provided with office and classroom supplies appropriate to
3724 grade level.

3725

3726 2. Crisis Management

3727

3728 In order to provide for pre-event, event and post event activities, the building crisis
3729 management team will provide support in emergency situations. Team members shall be
3730 released from their duties to participate in resolving the crisis.

3731

3732 3. Building Leadership

3733

- 3734 a) The building leadership committee shall assist in the implementation of school
3735 improvement including, but not limited to, providing input to the disbursement of
3736 funds.
3737 b) For leadership money funded by the extracurricular schedule, disbursement of
3738 funds will be determined by each building leadership committee. Funds shall be
3739 used for extracurricular leadership and advisory activities.

3740

3741 4. District Bilingual Committee

3742

3743 The District Bilingual Committee is composed of 2 representatives (one at the primary and
3744 one at the intermediate level) from each elementary that has a bilingual program as well as
3745 the ELD teachers at all middle schools and 2 to 3 teachers from each comprehensive high
3746 school. The committee meets 4 times a year to give input regarding district bilingual
3747 programs and continual program development. Work of the committee includes, but is not
3748 limited to, reviewing recommendations from and developing an implementation proposal for
3749 the results of the Center for Applied Linguistics report, reviewing ELPA21 data and providing
3750 feedback, hearing requests from buildings regarding bilingual staff needs, organizing bilingual
3751 conferences and making recommendations to purchase supplemental materials that teachers
3752 have requested. Recommendations or updates will be provided to the bargaining teams by
3753 March 1.

3754

3755 5. Program, Curriculum, and Professional Development

3756

3757 Certificated staff will be involved with program, curriculum, schedules, and professional
3758 development, including revising report cards.

3759

3760 6. Student Behavior

3761

- 3762 a) When the majority of employees at a site determine that a student behavior
3763 committee is needed, the principal/designee and association representative shall
3764 assist in the formation and efforts of a student behavior committee.
3765 b) Standards, procedures and other recommendations shall be submitted to the
3766 employees at the site for ratification. Ratification shall be by consensus of those
3767 voting.
3768 c) Student behavior committees shall not have the authority to develop specific
3769 classroom rules for individual employees except where policies are to be followed
3770 throughout the site.

3771

3772 7. Washington State Assessments

3773

- 3774 a. Assessment administration training shall be provided to all employees
3775 required to administer the assessment. Such training shall be provided
3776 reasonably before the assessment begins.
3777 b. 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.

3778 c. No state assessment test scores shall be the cause for unsatisfactory
3779 ratings on individual employee evaluations. No test scores shall be the
3780 cause for nonrenewal of an employee.

3781
3782 8. Work day start and end times and school schedule for end-of-year
3783 reporting of grades/test results.

3784
3785 9. School Improvement

3786
3787 a) When a site creates and implements a school wide improvement plan, a
3788 committee shall be formed and shall be subject to shared decision
3789 making.

3790 b) Standards, procedures, and other recommendations shall be
3791 submitted to the employees at the site for acceptance. Acceptance
3792 shall be by consensus of those voting. No plan may alter or suspend
3793 contractual rights.

3794
3795 B. Selection of Representatives to District and/or Building Committees:

3796
3797 1. District or building level committees shall be selected annually for such
3798 representation by employees or by the authorized association representatives.
3799 Authorized association representatives are the building representative or the
3800 association president, depending on the committee.

3801
3802 2. The committees shall attempt to include representatives from a cross
3803 section of employees.

3804
3805 3. The district will make every attempt to provide time for such committees to meet
3806 during the regularly scheduled workday. In the event that time cannot be provided
3807 during the regularly scheduled work day, service on these committees will be
3808 compensated at curriculum rate.

3809
3810 4. Committee recommendations shall be advisory to the principal and/or director
3811 unless otherwise stated in the contract.

3812
3813 C. Advisory Programs

3814
Reference MOUs on Advisory, Co-Teaching, Discipline and Intervention.

3815

3816 **ARTICLE X – DURATION**

3817

3818 This contract shall remain in full force and effect from September 1, 2018, to and including
3819 August 31, 2020. Either party may, in writing no later than sixty (60) days before August 31,
3820 2020, give notice of its intent to negotiate a successor. The parties agree to negotiate the
3821 impact of any of the following during the term of the contract: multi-track/year-round or
3822 double shift; OSPI or SBE or legislative action; double levy failure.
3823

3824

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 11 day of
3825 September, 2018.

3826

3827 PASCO SCHOOL DISTRICT NO. 1

PASCO ASSOCIATION OF EDUCATORS

3828

3829 BY: [Signature]

BY: [Signature]

3830 Steve Christensen
3831 President of the Board

3830 Scott Wilson
3831 President of the Association

3832

3833 BY: [Signature]

BY: [Signature]

3834 Michelle Whitney
3835 Superintendent of Schools

3834 Maria G. Lee
3835 Lead Bargainer

3837

3838 BY: [Signature]

3839 Brian Leavitt
3840 Lead Bargainer
3841

PASCO SCHOOL DISTRICT #1 2018-2019 CALENDAR

AUGUST 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

08/22-23 Tier II-District
 08/24 Tier II-Building Retreat
 08/27 Tier II- All Staff Opening Event
 08/28 1st Student Day

SEPTEMBER 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

09/03 No School/Labor Day

OCTOBER 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	*17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

10/12 No School/Professional Day
 10/17 Secondary Early Release

NOVEMBER 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	Q 2	3
4	5	< 6	7	8	9 >	10
11	12	13	14	15	16	17
18	19	20	E 21	22	23	24
25	26	27	28	T 29	30	

11/02 End Of 1st Quarter: 7-8
 11/6-9 Early Release 7-8 Only
 7-8 Conferences
 11/12 No School/Veterans Day
 11/21 Early Release K-12
 11/22-23 No School/Thanksgiving
 11/29 End of 1st Trimester: K-6, 9-12
 11/30 No School K-12/Trimester Break

DECEMBER 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	< 4	5	6	7 >	8
9	10	11	*12	13	14	15
16	17	18	19	20	E 21	22
23	24	25	26	27	28	29
30	31					

12/4-7 Early Release K-6 Only
 K-6 Conferences
 12/12 Secondary Early Release
 12/21 Early Release K-12/Winter Break
 12/24-31 No School/Winter Break

JANUARY 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	*9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	S 25	26
27	28	29	30	31		

01/01-04 No School/Winter Break
 01/09 Secondary Early Release
 01/21 No School/MLK Jr Day
 01/25 End of 1st Semester: 7-8
 01/28 No School K-12/Semester Break

FEBRUARY 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	*13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

02/13 Secondary Early Release
 02/18 No School/Presidents' Day

MARCH 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	*13	T 14	15	16
17	18	< 19	20	21	22 >	23
24	25	26	27	28	Q 29	30
31						

03/13 Secondary Early Release
 03/14 End of 2nd Trimester: K-6, 9-12
 03/15 No School K-12/Trimester Break
 03/19-22 Early Release: K-8 Conferences
 03/29 End of 3rd Quarter: 7-8

APRIL 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

04/01-05 No School/Spring Break

MAY 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	* 8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

05/08 Secondary Early Release
 05/24 1st Snow Day if Necessary
 05/27 No School/Memorial Day

JUNE 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	E 12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

06/12 Last Student Day/Early Release
 06/12 End of 2nd Semester: 7-8
 06/12 End of 3rd Trimester: K-6, 9-12
 06/13 2nd Snow Day if Necessary

Every Wednesday is Early Release for K-6 students	
[/]	First/Last Day of School
[]	No School
*	Secondary Early Release 7-12
E	Early Release Grades K-12
Q	Quarter Ends Grades 7-8
T	Trimester Ends Grades K-6, 9-12
S	Semester Ends Grades 7-8
< >	Parent/Teacher Conferences (Early Release in Nov. for 7-8, Dec. for K-6, and March for K-8)

Approved 9/11/2018

2018-2019 PAE Salary Schedule

Step		BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90,DOC
		1.0000	1.0270	1.0550	1.0830	1.1989	1.1989	1.2889	1.3469
0	Base	48,950	50,272	51,642	53,013	58,686	58,686	63,092	65,931
	5 Days	1,360	1,396	1,435	1,473	1,630	1,630	1,753	1,831
	Total Comp	50,310	51,668	53,077	54,485	60,316	60,316	64,844	67,762
		1.0135	1.0409	1.0692	1.0985	1.2122	1.2122	1.3032	1.3608
1	Base	49,611	50,952	52,337	50,310	59,337	59,337	63,792	66,611
	5 Days	1,378	1,415	1,454	1,398	1,648	1,648	1,772	1,850
	Total Comp	50,989	52,367	53,791	51,708	60,985	60,985	65,564	68,461
		1.0263	1.0539	1.0826	1.1141	1.2257	1.2257	1.3163	1.3746
2	Base	50,237	51,588	52,993	54,535	59,998	59,998	64,433	67,287
	5 Days	1,395	1,433	1,472	1,515	1,667	1,667	1,790	1,869
	Total Comp	51,633	53,021	54,465	56,050	61,665	61,665	66,223	69,156
		1.0395	1.0674	1.0964	1.1289	1.2384	1.2384	1.3288	1.3885
3	Base	50,884	52,249	53,669	55,260	60,620	60,620	65,045	67,967
	5 Days	1,413	1,451	1,491	1,535	1,684	1,684	1,807	1,888
	Total Comp	52,297	53,701	55,160	56,795	62,304	62,304	66,852	69,855
		1.0525	1.0816	1.1107	1.1444	1.2517	1.2517	1.3427	1.4029
4	Base	51,520	52,944	54,369	56,018	61,271	61,271	65,725	68,672
	5 Days	1,431	1,471	1,510	1,556	1,702	1,702	1,826	1,908
	Total Comp	52,951	54,415	55,879	57,574	62,973	62,973	67,551	70,580
		1.0659	1.0951	1.1245	1.1601	1.2653	1.2653	1.3560	1.4173
5	Base	52,176	53,605	55,044	56,787	61,936	61,936	66,376	69,377
	5 Days	1,449	1,489	1,529	1,577	1,720	1,720	1,844	1,927
	Total Comp	53,625	55,094	56,573	58,364	63,657	63,657	68,220	71,304
		1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.3694	1.4310
6	Base	52,846	54,246	55,739	57,565	62,617	62,617	67,032	70,047
	5 Days	1,468	1,507	1,548	1,599	1,739	1,862	1,862	1,946
	Total Comp	54,314	55,753	57,288	59,164	64,356	64,356	68,894	71,993
		1.1038	1.1329	1.1637	1.2030	1.3052	1.3052	1.3967	1.4601
7	Base	54,031	55,455	56,963	58,887	63,890	63,890	68,368	71,472
	5 Days	1,501	1,540	1,582	1,636	1,775	1,775	1,899	1,985
	Total Comp	55,532	56,996	58,545	60,523	65,664	65,664	70,268	73,457
		1.1392	1.1698	1.2014	1.2440	1.3461	1.3461	1.4390	1.5049
8	Base	55,764	57,262	58,809	60,894	65,892	65,892	70,439	73,665
	5 Days	1,549	1,591	1,634	1,691	1,830	1,830	1,957	2,046
	Total Comp	57,313	58,852	60,442	62,585	67,722	67,722	72,396	75,711
		1.2081	1.2413	1.2854	1.3875	1.3875	1.4825	1.5504	
9	Base		59,136	60,762	62,920	67,918	67,918	72,568	75,892
	5 Days		1,643	1,688	1,748	1,887	1,887	2,016	2,108
	Total Comp		60,779	62,449	64,668	69,805	69,805	74,584	78,000
			1.2816	1.3289	1.4310	1.4310	1.5273	1.5974	
10	Base			62,734	65,050	70,047	70,047	74,761	78,193
	5 Days			1,743	1,807	1,946	1,946	2,077	2,172
	Total Comp			64,477	66,857	71,993	71,993	76,838	80,365
				1.3737	1.4758	1.4758	1.5742	1.6457	
11	Base				67,243	72,240	72,240	77,057	80,557
	5 Days				1,868	2,007	2,007	2,140	2,238
	Total Comp				69,110	74,247	74,247	79,198	82,795
					1.4171	1.5224	1.5224	1.6224	1.6961
12	Base				69,367	74,521	74,521	79,416	83,024
	5 Days				1,927	2,070	2,070	2,206	2,306
	Total Comp				71,294	76,592	76,592	81,622	85,330
					1.5706	1.5706	1.6717	1.7476	
13	Base				76,881	76,881	81,830	85,545	
	5 Days				2,136	2,136	2,273	2,376	
	Total Comp				79,016	79,016	84,103	87,921	
					1.6202	1.6202	1.7245	1.8010	
14	Base				79,309	79,309	84,414	88,159	
	5 Days				2,203	2,203	2,345	2,449	
	Total Comp				81,512	81,512	86,759	90,608	
					1.6623	1.6623	1.7693	1.8479	
15	Base				81,370	81,370	86,607	90,455	
	5 Days				2,260	2,260	2,406	2,513	
	Total Comp				83,630	83,630	89,013	92,967	
					1.6956	1.6956	1.8047	1.8848	
16+	Base				83,000	83,000	88,340	91,710	
	5 Days				2,306	2,306	2,454	2,548	
	Longevity				4,150	4,150	4,417	5,137	
	Total Comp				89,455	89,455	95,211	99,394	

5.00% Longevity at Year 16+

2019-2020 PAE Salary Schedule

Step	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90,DOC
	1.0000	1.0270	1.0550	1.0830	1.1989	1.1989	1.2889	1.3469
Base--0	50,419	51,780	53,192	54,604	60,447	60,447	64,985	67,909
5 Days	1,401	1,438	1,478	1,517	1,679	1,679	1,805	1,886
Total Comp	51,820	53,219	54,670	56,121	62,126	62,126	66,790	69,796
	1.0135	1.0409	1.0692	1.0985	1.2122	1.2122	1.3032	1.3608
Base--1	51,100	52,481	53,908	55,385	61,118	61,118	65,706	68,610
5 Days	1,419	1,458	1,497	1,538	1,698	1,698	1,825	1,906
Total Comp	52,519	53,939	55,405	56,924	62,816	62,816	67,531	70,516
	1.0263	1.0539	1.0826	1.1114	1.2257	1.2257	1.3163	1.3746
Base--2	51,745	53,137	54,584	56,172	61,799	61,799	66,367	69,306
5 Days	1,437	1,476	1,516	1,560	1,717	1,717	1,844	1,925
Total Comp	53,182	54,613	56,100	57,732	63,515	63,515	68,210	71,231
	1.0395	1.0674	1.0964	1.1289	1.2384	1.2384	1.3288	1.3885
Base--3	52,411	53,817	55,279	56,918	62,439	62,439	66,997	70,007
5 Days	1,456	1,495	1,536	1,581	1,734	1,734	1,861	1,945
Total Comp	53,866	55,312	56,815	58,499	64,173	64,173	68,858	71,951
	1.0525	1.0816	1.1107	1.1444	1.2517	1.2517	1.3427	1.4029
Base--4	53,066	54,533	56,000	57,700	63,109	63,109	67,698	70,733
5 Days	1,474	1,515	1,556	1,603	1,753	1,753	1,880	1,965
Total Comp	54,540	56,048	57,556	59,302	64,863	64,863	69,578	72,698
	1.0659	1.0951	1.1245	1.1601	1.2653	1.2653	1.3560	1.4173
Base--5	53,742	55,214	56,696	58,491	63,795	63,795	68,368	71,459
5 Days	1,493	1,534	1,575	1,625	1,772	1,772	1,899	1,985
Total Comp	55,234	56,748	58,271	60,116	65,567	65,567	70,267	73,444
	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.3694	1.4310
Base--6	54,432	55,874	57,412	59,293	64,496	64,496	69,044	72,150
5 Days	1,512	1,552	1,595	1,647	1,792	1,918	1,918	2,004
Total Comp	55,944	57,426	59,007	60,940	66,288	70,962	70,962	74,154
	1.1038	1.1329	1.1637	1.2030	1.3052	1.3052	1.3967	1.4601
Base--7	55,652	57,120	58,673	60,654	65,807	65,807	70,420	73,617
5 Days	1,546	1,587	1,630	1,685	1,828	1,828	1,956	2,045
Total Comp	57,198	58,706	60,302	62,339	67,635	67,635	72,376	75,662
	1.1392	1.1698	1.2014	1.2440	1.3461	1.3461	1.4390	1.5049
Base--8	57,437	58,980	60,573	62,721	67,869	67,869	72,553	75,876
5 Days	1,595	1,638	1,683	1,742	1,885	1,885	2,015	2,108
Total Comp	59,033	60,618	62,256	64,463	69,754	69,754	74,568	77,983
	1.2081	1.2413	1.2854	1.3875	1.3875	1.4825	1.5504	
Base--9	60,911	62,585	64,809	69,956	69,956	74,746	78,170	
5 Days	1,692	1,738	1,800	1,943	1,943	2,076	2,171	
Total Comp	62,603	64,324	66,609	71,900	71,900	76,822	80,341	
	1.2816	1.3289	1.4310	1.4310	1.5273	1.5974		
Base--10	64,617	67,002	72,150	72,150	77,005	80,539		
5 Days	1,795	1,861	2,004	2,004	2,139	2,237		
Total Comp	66,412	68,863	74,154	74,154	79,144	82,777		
	1.3737	1.4758	1.4758	1.5742	1.6457			
Base--11	69,261	74,408	74,408	79,370	82,975			
5 Days	1,924	2,067	2,067	2,205	2,305			
Total Comp	71,184	76,475	76,475	81,574	85,279			
	1.4171	1.5224	1.5224	1.6224	1.6961			
Base--12	71,449	76,758	76,758	81,800	85,516			
5 Days	1,985	2,132	2,132	2,272	2,375			
Total Comp	73,433	78,890	78,890	84,072	87,891			
	1.5706	1.5706	1.6717	1.7476				
Base 13	79,188	79,188	84,285	88,112				
5 Days	2,200	2,200	2,341	2,448				
Total Comp	81,388	81,388	86,627	90,560				
	1.6202	1.6202	1.7245	1.8010				
Base--14	81,689	81,689	86,948	90,805				
5 Days	2,269	2,269	2,415	2,522				
Total Comp	83,958	83,958	89,363	93,327				
	1.6623	1.6623	1.7693	1.8479				
Base--15	83,812	83,812	89,206	93,169				
5 Days	2,328	2,328	2,478	2,588				
Total Comp	86,140	86,140	91,684	95,757				
	1.6956	1.6956	1.8047	1.8848				
Base--16+	85,490	85,490	90,991	93,452				
5 Days	2,375	2,375	2,528	2,596				
Longevity	4,275	4,275	4,550	6,250				
Total Comp*	92,140	92,140	98,068	102,325				

5.00%
Longevity at Year 16+

Extracurricular Salary Schedule
2018-2019

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	17.1	18.3	19.6	20.9	22.1	23.4	24.6	25.9	27.2	28.4
	6004	6498	6954	7448	7942	8398	8892	9348	9842	10336	10792
2	12.3	13.3	14.3	15.3	16.2	17.2	18.2	19.2	20.2	21.2	22.1
	4674	5054	5434	5814	6156	6536	6916	7296	7676	8056	8398
3	10.6	11.4	12.3	13.1	14	14.8	15.7	16.5	17.4	18.2	19.1
	4028	4332	4674	4978	5320	5624	5966	6270	6612	6916	7258
4	8.7	9.4	10.1	10.8	11.5	12.2	12.9	13.6	14.3	15	15.7
	3306	3572	3838	4104	4370	4636	4902	5168	5434	5700	5966
5	6.8	7.3	7.9	8.4	9	9.5	10.1	10.6	11.2	11.7	12.2
	2584	2774	3002	3192	3420	3610	3838	4028	4256	4446	4636
6	4.9	5.3	5.7	6.1	6.5	6.9	7.3	7.6	8	8.4	8.8
	1862	2014	2166	2318	2470	2622	2774	2888	3040	3192	3344
7	2.5	2.7	2.9	3.1	3.3	3.5	3.7	3.9	4.1	4.3	4.5
	950	1026	1102	1178	1254	1330	1406	1482	1558	1634	1710

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). 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 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/CO-CURRICULAR SALARY SCHEDULE
2018-2020**

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*
 HS Ski Club Advisor

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
 HS 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*
 Unified Sports

Group 6 (5-6 points)

HS RAH Club Advisor
 Freshman Class Advisor
 Sophomore Class Advisor
 Junior Class 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
 HS German Club Advisor
 HS French Club Advisor
 HS International Club Advisor
 HS Math Team Advisor
 MS Science Olympiad
 NHHS Newspaper
 Chess Clubs
 HS Knowledge Bowl
 NHHS ASB
 MS Junior Honor Society
 Elementary Activities
 Director
 Building-Funded Clubs

** Co-Curricular and/or
 Extracurricular
 *Co-Curricular

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.

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

Staff member _____

Supervisor _____

2018-2019 Pasco School District Testing Calendar

For Federal and State Compliance

	Fall Window (4 weeks prior to end of first grading period)		Winter Window Mid-Feb. to Mid-March (K-6, HS) Mid-Jan. to Mid-Feb. (MS)		Spring Window First four weeks in May		Comments
Grade	ELA	Math	ELA	Math	ELA	Math	
K	WAKids	WAKids	*STAR Early Literacy Language of Instruction		*STAR Early Literacy Language of Instruction & English		*Students scoring above screening level "probable" and above would take the STAR Reading & STAR Math instead of STAR Early Literacy for spring window
1 st – 2 nd	STAR Language of Instruction	STAR Language of Instruction	STAR Language of Instruction	STAR Language of Instruction	STAR Language of Instruction & English	STAR Language of Instruction	
3 rd – 8 th	STAR language of Instruction	STAR language of Instruction	STAR Language of Instruction & English	STAR Language of Instruction & English	SBA	SBA	*STAR Math will be administered in the spring window to students that show potential for math track placement 4 th , 5 th , 6 th

*HIGH SCHOOL – Identified Title I students – STAR will be administered if the student(s) does not have adequate data (i.e. credits, GPA, on time graduation status)

Grade	ELA	Math	ELA	Math	ELA	Math	
Russian Bilingual K	WAKids	WaKids	DRA Russian	STAR Early Literacy	STAR Early Literacy (and DRA Russian if below grade level)	STAR Early Literacy	Students scoring above screening level probable and above would take the STAR Reading & STAR Math instead of STAR Early Literacy for spring window
Russian Bilingual 1 st – 2 nd	DRA in Russian	STAR Math	STAR Reading and DRA Russian (if below grade level)**	STAR Math	STAR Reading and DRA Russian (if below grade level)**	STAR Math	**STAR Reading in order to have year to year growth reports available
Russian Bilingual 3 rd – 5 th	DRA in Russian	STAR Math	STAR Reading & DRA Russian (if below grade level)	STAR Math	SBA	SBA	

***Any additional administrations of STAR assessments will be at the discretion of the individual teacher. Nothing in this recommendation is intended to interfere with an individual employee's ability to administer, at their discretion, assessments that exceed the minimum district requirements.**

PAE/PSD JOINT ASSESSMENT COMMITTEE Recommendations

TOPIC	ITEMS FOR DISCUSSION	Recommendation:
OSPI DEVELOP ASSESSMENTS (former CBAs)	<ul style="list-style-type: none"> ● 2018-19 <ul style="list-style-type: none"> ○ <u>Civics:</u> <ul style="list-style-type: none"> ▪ 5th: <i>You Decide (has been 5th in past – change due to amount of 5th grade required assessments)</i> ▪ 8th: <i>Constitutional Issues</i> ▪ 11th: <i>Constitutional Issues</i> ○ <u>Health:</u> <ul style="list-style-type: none"> ▪ Elem: <i>New Kid on the Block</i> ▪ MS: <i>My Friend Morgan</i> ▪ HS: <i>Cafeteria Choices</i> ○ <u>Fitness:</u> <ul style="list-style-type: none"> ▪ Elem: <i>Get Fit Summer</i> ▪ MS: <i>Plan for Pat</i> ▪ HS: <i>Fitness Planning</i> ○ <u>The Arts:</u> <ul style="list-style-type: none"> ▪ Grade 5: <i>One of a Kind Shoe (Visual Art)</i> ▪ Grades 7/8: <i>Sculptures in the Park (Visual Art), All State All STARS (Music), Poetry Month (Theatre)</i> ▪ HS: <i>A Zoo Mug (Visual art), Festival Time Solo (Music), On the Spot (Theatre)</i> 	*The Elem Health CBA will be administered at every elementary school – who administers it is by the discretion of the school (PE/counselor/Classroom teacher)
ELP Monitoring	<ul style="list-style-type: none"> ● Reading <ul style="list-style-type: none"> ○ STAR ● Listening, Speaking, Writing <ul style="list-style-type: none"> ○ ELP Cards annually 	Ongoing PD & offered support
STAR	<ol style="list-style-type: none"> 1. PD plan moving forward <ul style="list-style-type: none"> ○ Intro for new teachers (w/ orientation) ○ Aug/Sept/Oct offerings (by school & district) ○ Ongoing assessment literacy offerings <ul style="list-style-type: none"> ▪ Report reading/understanding ▪ Customization 2. Mandatory Testing windows 2018-2019 (see attached table) 	
Ongoing review	Annual review of common/mandated assessments	It is recommended that PAE and PSD jointly review annually by mutual agreement

PLANNING CONFERENCE

Teacher _____

Date _____

Questions for Discussion

What do you want students to know, understand, and be able to do as the result of this lesson?

How and when will you know whether the students have learned what you intend?

To which part of the learning standards does this lesson relate?

How does this learning fit in the sequence of learning for this class?

Briefly describe the students in this class, including those with special needs. How will you differentiate instruction for different individuals or groups of students in the class?

How will you engage the students in the learning? What will you do? What will the students do? Will the students work in groups, or individually, or as a large group? Provide any worksheets or other materials the students will be using.

Domain 1: Planning and Preparation

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a (SC4) Demonstrating knowledge of content and pedagogy	<p>In planning and practice, teacher makes content errors or does not correct errors made by students.</p> <p>Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content.</p> <p>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.</p>	<p>Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.</p> <p>Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</p> <p>Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another.</p> <p>Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines.</p> <p>Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>

Critical Attributes

<p>Teacher makes content errors.</p> <p>Teacher does not consider prerequisite relationships when planning.</p> <p>Teacher's plans use inappropriate strategies for the discipline.</p>	<p>Teacher is familiar with the discipline but does not see conceptual relationships.</p> <p>Teacher's knowledge of prerequisite relationships is inaccurate or incomplete.</p> <p>Lesson and unit plans use limited instructional strategies, and some may not be suitable to the content.</p>	<p>The teacher can identify important concepts of the discipline and their relationships to one another.</p> <p>The teacher consistently provides clear explanations of the content.</p> <p>The teacher answers student questions accurately and provides feedback that furthers their learning.</p> <p>The teacher seeks out content-related professional development.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher cites intra- and interdisciplinary con- tent relationships.</p> <p>Teacher is proactive in uncovering student mis- conceptions and addressing them before proceeding.</p>
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Evidence

- To which part of your learning standards does this lesson relate?
- How does this learning "fit" in the sequence of learning for this class? (1a and 1e)
- (These questions correspond to the Planning Conference Protocol. Teachers may choose to write their answers on this document.)

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1b (SC3) Demonstrating knowledge of students	Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.	Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.	Teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.

Critical Attributes

<p>Teacher does not understand child development characteristics and has unrealistic expectations for students.</p> <p>Teacher does not try to ascertain varied ability levels among students in the class.</p> <p>Teacher is not aware of student interests or cultural heritages.</p> <p>Teacher takes no responsibility to learn about students' medical or learning disabilities.</p>	<p>Teacher cites developmental theory but does not seek to integrate it into lesson planning.</p> <p>Teacher is aware of the different ability levels in the class but tends to teach to the "whole group".</p> <p>The teacher recognizes that children have different interests and cultural backgrounds but rarely draws on their contributions or differentiates materials to accommodate those differences.</p> <p>The teacher is aware of medical issues and learning disabilities with some students but does not seek to understand the implications of that knowledge.</p>	<p>The teacher knows, for groups of students, their levels of cognitive development.</p> <p>The teacher is aware of the different cultural groups in the class.</p> <p>The teacher has a good idea of the range of interests of students in the class.</p> <p>The teacher has identified "high," "medium," and "low" groups of students within the class.</p> <p>The teacher is well informed about students' cultural heritage and incorporates this knowledge in lesson planning.</p> <p>The teacher is aware of the special needs represented by students in the class.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher uses ongoing methods to assess students' skill levels and designs instruction accordingly.</p> <p>The teacher seeks out information about their cultural heritage from all students.</p> <p>The teacher maintains a system of updated student records and incorporates medical and/or learning needs into lesson plans.</p>
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Evidence

- Briefly describe the students in this class, including those with special needs.
- (These questions correspond to the Planning Conference Protocol. Teachers may choose to write their answers on this document.)

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	
1c (SC4) Setting instructional outcomes	<p>Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.</p> <p>Outcomes are stated as activities rather than as student learning.</p> <p>Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.</p>	<p>Outcomes represent moderately high expectations and rigor.</p> <p>Some reflect important learning in the discipline and consist of a combination of outcomes and activities.</p> <p>Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.</p> <p>Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.</p>	<p>Most outcomes represent rigorous and important learning in the discipline.</p> <p>All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and opportunities for coordination.</p> <p>Outcomes take into account the varying needs of groups of students.</p>	<p>All outcomes represent rigorous and important learning in the discipline.</p> <p>The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration.</p> <p>Outcomes take into account the varying needs of individual students.</p>

Critical Attributes

	<p>Outcomes lack rigor. Outcomes do not represent important learning in the discipline.</p> <p>Outcomes are not clear or are stated as activities.</p> <p>Outcomes are not suitable for many students in the class.</p>	<p>Outcomes represent a mixture of low expectations and rigor.</p> <p>Some outcomes reflect important learning in the discipline.</p> <p>Outcomes are suitable for most of the class.</p>	<p>Outcomes represent high expectations and rigor.</p> <p>Outcomes are related to the "big ideas" of the discipline.</p> <p>Outcomes are written in terms of what students will learn rather than do.</p> <p>Outcomes represent a range: factual, conceptual understanding, reasoning, social, management, communication.</p> <p>Outcomes are suitable to groups of students in the class and are differentiated where necessary.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher plans make reference to curricular frameworks or blueprints to ensure accurate sequencing.</p> <p>Teacher connects outcomes to previous and future learning.</p> <p>Outcomes are differentiated to encourage individual students to take educational risks.</p>
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Evidence

- What are your learning outcomes for this lesson? What do you want the students to understand?
- ((These questions correspond to the Planning Conference Protocol. Teachers may choose to write their answers on this document.))

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1d (SC4) Demonstrating knowledge of resources	Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	Teacher displays awareness of resources - not only through the school and district but also through sources external to the school and on the Internet - available for classroom use, for the expansion of his or her own knowledge, and for students.	Teacher displays extensive knowledge of resources - not only through the school and district but also in the community, through professional organizations and universities, and on the Internet - for classroom use, for the expansion of his or her own knowledge, and for students.
Critical Attributes				
	<p>The teacher uses only district-provided materials, even when more variety would assist some students.</p> <p>The teacher does not seek out resources available to expand his or her own skill.</p> <p>Although aware of some student needs, the teacher does not inquire about possible resources.</p>	<p>The teacher uses materials in the school library but does not search beyond the school for resources.</p> <p>The teacher participates in content-area workshops offered by the school but does not pursue other professional development.</p> <p>The teacher locates materials and resources for students that are available through the school but does not pursue any other avenues.</p>	<p>Texts are at varied levels.</p> <p>Texts are supplemented by guest speakers and field experiences.</p> <p>Teacher facilitates Internet resources. Resources are multidisciplinary.</p> <p>Teacher expands knowledge with professional learning groups and organizations. Teacher pursues options offered by universities.</p> <p>Teacher provides lists of resources outside the class for students to draw on.</p>	<p>In addition to the characteristics of "proficient": Texts are matched to student skill level.</p> <p>The teacher has ongoing relationship with colleges and universities that support student learning.</p> <p>The teacher maintains log of resources for student reference.</p> <p>The teacher pursues apprenticeships to increase discipline knowledge.</p> <p>The teacher facilitates student contact with resources outside the classroom.</p>

Evidence

- What instructional materials or other resources, if any, will you use?
- (These questions correspond to the Planning Conference Protocol. Teachers may choose to write their answers on this document.)

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<p>1e (SC4) Designing coherent instruction</p>	<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.</p> <p>The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity. Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</p> <p>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>

Critical Attributes

<p>Learning activities are boring and/or not well aligned to the instructional goals.</p> <p>Materials are not engaging or do not meet instructional outcomes.</p> <p>Instructional groups do not support learning.</p> <p>Lesson plans are not structured or sequenced and are unrealistic in their expectations.</p>	<p>Learning activities are moderately challenging.</p> <p>Learning resources are suitable, but there is limited variety.</p> <p>Instructional groups are random or only partially support objectives.</p> <p>Lesson structure is uneven or maybe unrealistic in terms of time expectations.</p>	<p>Learning activities are matched to instructional outcomes.</p> <p>Activities provide opportunity for higher-level thinking.</p> <p>Teacher provides a variety of appropriately challenging materials and resources.</p> <p>Instructional student groups are organized thoughtfully to maximize learning and build on student strengths.</p> <p>The plan for the lesson or unit is well structured, with reasonable time allocations.</p>	<p>In addition to the characteristics of "proficient": Activities permit student choice.</p> <p>Learning experiences connect to other disciplines.</p> <p>Teacher provides a variety of appropriately challenging resources that are differentiated for students in the class. Lesson plans differentiate for individual student needs.</p>
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COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1f (SC6) Designing student assessments	<p>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</p> <p>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</p>	<p>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</p> <p>Assessment criteria and standards have been developed, but they are not clear.</p> <p>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</p> <p>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</p> <p>Assessment criteria and standards are clear.</p> <p>Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p> <p>Teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p> <p>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.</p>

Critical Attributes

	<p>Assessments do not match instructional outcomes.</p> <p>Assessments have no criteria.</p> <p>No formative assessments have been designed. Assessment results do not affect future plans.</p>	<p>Only some of the instructional outcomes are addressed in the planned assessments.</p> <p>Assessment criteria are vague.</p> <p>Plans refer to the use of formative assessments, but they are not fully developed.</p> <p>Assessment results are used to design lesson plans for the whole class, not individual students.</p>	<p>All the learning outcomes have a method for assessment.</p> <p>Assessment types match learning expectations.</p> <p>Plans indicate modified assessments for some students as needed.</p> <p>Assessment criteria are clearly written.</p> <p>Plans include formative assessments to use during instruction.</p> <p>Lesson plans indicate possible adjustments based on formative assessment data.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Assessments provide opportunities for student choice.</p> <p>Students participate in designing assessments for their own work.</p> <p>Teacher-designed assessments are authentic with real-world application, as appropriate.</p> <p>Students develop rubrics according to teacher-specified learning objectives.</p> <p>Students are actively involved in collecting information from formative assessments and provide input.</p>
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Evidence

- How and when will you know all students have learned what you intend?
- (These questions correspond to the Planning Conference Protocol. Teachers may choose to write their answers on this document.)

Domain 2: The Classroom Environment

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2a (SC5) Creating an environment of respect and rapport	<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict.</p> <p>Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels.</p> <p>Students rarely demonstrate disrespect for one another.</p> <p>Teacher attempts to respond to disrespectful behavior with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students.</p> <p>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</p> <p>Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>
Critical Attributes				
	<p>Teacher uses disrespectful talk towards students; student's body language indicates feelings of hurt or insecurity.</p> <p>Students use disrespectful talk towards one another with no response from the teacher.</p> <p>Teacher displays no familiarity with or caring about individual students' interests or personalities.</p>	<p>The quality of interactions between teacher and students, or among students, is uneven, with occasional disrespect.</p> <p>Teacher attempts to respond to disrespectful behavior among students, with uneven results.</p> <p>Teacher attempts to make connections with individual students, but student reactions indicate that the efforts are not completely successful or are unusual.</p>	<p>Talk between teacher and students and among students is uniformly respectful.</p> <p>Teacher responds to disrespectful behavior among students.</p> <p>Teacher makes superficial connections with individual students.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher demonstrates knowledge and caring about individual students' lives beyond school.</p> <p>When necessary, students correct one another in their conduct toward classmates.</p> <p>There is no disrespectful behavior among students.</p> <p>The teacher's response to a student's incorrect response respects the student's dignity.</p>
Evidence				

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<p>2b (SC1) Establishing a culture for learning</p>	<p>The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued.</p> <p>Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>
Critical Attributes				
	<p>The teacher conveys that the reasons for the work are external or trivializes the learning goals and assignments.</p> <p>The teacher conveys to at least some students that the work is too challenging for them.</p> <p>Students exhibit little or no pride in their work.</p> <p>Class time is devoted more to socializing than to learning.</p>	<p>Teacher's energy for the work is neutral, indicating neither indicating a high level of commitment nor "blowing it off."</p> <p>The teacher conveys high expectations for only some students.</p> <p>Students comply with the teacher's expectations for learning, but they don't indicate commitment on their own initiative for the work.</p> <p>Many students indicate that they are looking for an "easy path."</p>	<p>The teacher communicates the importance of learning and the assurance that with hard work all students can be successful in it.</p> <p>The teacher demonstrates a high regard for student abilities.</p> <p>Teacher conveys an expectation of high levels of student effort.</p> <p>Students expend good effort to complete work of high quality.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher communicates a genuine passion for the subject.</p> <p>Students indicate that they are not satisfied unless they have complete understanding.</p> <p>Student questions and comments indicate a desire to understand the content rather than, for example, simply learn a procedure for getting the correct answer.</p> <p>Students recognize the efforts of their classmates.</p> <p>Students take initiative in improving the quality of their work.</p>
<p>Evidence</p>				

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2c (SC5) Managing classroom procedures	<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>Some instructional time is lost through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies are inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>
Critical Attributes				
	<p>Students not working with the teacher are not productively engaged or are disruptive to the class.</p> <p>There are no established procedures for distributing and collecting materials.</p> <p>Procedures for other activities are confused or chaotic.</p>	<p>Small groups are only partially engaged while not working directly with the teacher.</p> <p>Procedures for transitions and for distribution/ collection of materials seem to have been established, but their operation is rough.</p> <p>Classroom routines function unevenly.</p>	<p>The students are productively engaged during small-group work.</p> <p>Transitions between large- and small-group activities are smooth.</p> <p>Routines for distribution and collection of materials and supplies work efficiently.</p> <p>Classroom routines function smoothly.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Students take the initiative with their classmates to ensure that their time is used productively.</p> <p>Students themselves ensure that transitions and other routines are accomplished smoothly.</p> <p>Students take initiative in distributing and collecting materials efficiently.</p>

Evidence

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2d (SC5) Managing student behavior	<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>Response to students' misbehavior is repressive or disrespectful of student dignity.</p>	<p>Standards of conduct appear to have been established, but their implementation is inconsistent.</p> <p>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</p>	<p>Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p> <p>Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teacher's monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</p>

Critical Attributes

	<p>The classroom environment is chaotic, with no apparent standards of conduct.</p> <p>The teacher does not monitor student behavior.</p> <p>Some students violate classroom rules, without apparent teacher awareness.</p> <p>When the teacher notices student misbehavior, s/he appears helpless to do anything about it.</p>	<p>Teacher attempts to maintain order in the classroom but with uneven success; standards of conduct, if they exist, are not evident.</p> <p>Teacher attempts to keep track of student behavior, but with no apparent system.</p> <p>The teacher's response to student misbehavior is inconsistent, at times very harsh, other times lenient.</p>	<p>Standards of conduct appear to have been established.</p> <p>Student behavior is generally appropriate.</p> <p>The teacher frequently monitors student behavior.</p> <p>Teacher's response to student misbehavior is effective.</p> <p>Teacher acknowledges good behavior.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Student behavior is entirely appropriate; there no evidence of student misbehavior.</p> <p>The teacher monitors student behavior without speaking – just moving about.</p> <p>Students respectfully intervene as appropriate with classmates to ensure compliance with standards of conduct.</p>
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Evidence

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<p>2e (SC5) Organizing physical space</p>	<p>The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>The classroom is safe and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Students contribute to the use or adaptation of the physical environment to advance learning.</p>
Critical Attributes				
	<p>There are physical hazards in the classroom, endangering student safety.</p> <p>Many students can't see or hear the teacher or the board.</p> <p>Available technology is not being used, even if its use would enhance the lesson.</p>	<p>The physical environment is safe, and most students can see and hear.</p> <p>The physical environment is not an impediment to learning but does not enhance it.</p> <p>The teacher makes limited use of available technology and other resources.</p>	<p>The classroom is safe, and all students are able to see and hear.</p> <p>The classroom is arranged to support the instructional goals and learning activities.</p> <p>The teacher makes appropriate use of available technology.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Modifications are made to the physical environment to accommodate students with special needs.</p> <p>There is total alignment between the goals of the lesson and the physical environment.</p> <p>Students take the initiative to adjust the physical environment.</p> <p>Teachers and students make extensive and imaginative use of available technology.</p>
<p>Evidence</p>				

Domain 3: Instruction

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3a (SC1) Communicating with students	<p>The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing.</p> <p>The teacher's explanation of the content contains major errors.</p> <p>The teacher's spoken or written language contains errors of grammar or syntax.</p> <p>The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.</p>	<p>The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion.</p> <p>The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.</p> <p>The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement.</p> <p>Teacher's spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.</p>	<p>The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly.</p> <p>Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience.</p> <p>During the explanation of content, the teacher invites student intellectual engagement.</p> <p>Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding.</p> <p>The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests.</p> <p>Students contribute to extending the content and help explain concepts to their classmates.</p> <p>The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>

Critical Attributes

<p>At no time during the lesson does the teacher convey to the students what they will be learning.</p> <p>Students indicate through their questions that they are confused about the learning task.</p> <p>The teacher makes a serious content error that will affect students' understanding of the lesson.</p> <p>Students indicate through body language or questions that they don't understand the content being presented.</p> <p>Teacher's communications include errors of vocabulary or usage.</p> <p>The teacher's vocabulary is inappropriate to the age or culture of the students.</p>	<p>The teacher refers in passing to what the students will be learning, or has written it on the board with no elaboration or explanation.</p> <p>The teacher must clarify the learning task so that students can complete it.</p> <p>The teacher makes no serious content errors but may make a minor error.</p> <p>The teacher's explanation of the content consists of a monologue or is purely procedural, with minimal participation by students.</p> <p>Vocabulary and usage are correct but unimaginative.</p> <p>Vocabulary is too advanced or too juvenile for the students.</p>	<p>The teacher states clearly, at some point during the lesson, what the students will be learning.</p> <p>If the tactic is appropriate, the teacher models the process to be followed in the task. Students engage with the learning task, indicating that they understand what they are to do.</p> <p>The teacher makes no content errors.</p> <p>The teacher's explanation of content is clear and invites student participation and thinking.</p> <p>The teacher's vocabulary and usage are correct and completely suited to the lesson.</p> <p>The teacher's vocabulary is appropriate to the students' ages and levels of development.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher points out possible areas for misunderstanding.</p> <p>Teacher explains content clearly and imaginatively, using metaphors and analogies to bring content to life.</p> <p>All students seem to understand the presentation.</p> <p>The teacher invites students to explain the content to the class or to classmates. Teacher uses rich language, offering brief vocabulary lessons where appropriate.</p>
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Evidence

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3b (SC2) Using questioning and discussion techniques	<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition.</p> <p>Students formulate many questions, initiate topics, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>

Critical Attributes

	<p>Questions are rapid-fire, and convergent, with a single correct answer.</p> <p>Questions do not invite student thinking.</p> <p>All discussion is between teacher and students; students are not invited to speak directly to one another.</p> <p>A few students dominate the discussion.</p>	<p>Teacher frames some questions designed to promote student thinking, but only a small number of students are involved.</p> <p>The teacher invites students to respond directly to one another's ideas, but few students respond.</p> <p>Teacher calls on many students, but only a few actually participate in the discussion.</p>	<p>Teacher uses open-ended questions, inviting students to think and/or offer multiple possible answers. The teacher makes effective use of wait time.</p> <p>The teacher effectively builds on student responses to questions.</p> <p>Discussions enable students to talk to one another without ongoing mediation by the teacher.</p> <p>The teacher calls on most students, even those who don't initially volunteer.</p> <p>Many students actively engage in the discussion.</p>	<p>In addition to the characteristics of "proficient": Students initiate higher-order questions. Students extend the discussion, enriching it.</p> <p>Students invite comments from their classmates during a discussion.</p>
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Evidence

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<p>3c (SC1) Engaging students in learning</p>	<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>

Critical Attributes

<p>Few students are intellectually engaged in the lesson.</p> <p>Learning tasks require only recall or have a single correct response or method.</p> <p>The materials used ask students to perform only rote tasks.</p> <p>Only one type of instructional group is used (whole group, small groups) when variety would better serve the instructional purpose.</p> <p>Instructional materials used are unsuitable to the lesson and/or the students.</p> <p>The lesson drags or is rushed.</p>	<p>Some students are intellectually engaged in the lesson.</p> <p>Learning tasks are a mix of those requiring thinking and recall.</p> <p>Students are in large part passively engaged with the content, learning primarily facts or procedures.</p> <p>Students have no choice in how they complete tasks.</p> <p>The teacher uses different instructional groupings; these are partially successful in achieving the lesson objectives.</p> <p>The materials and resources are partially aligned to the lesson objectives and only in some cases demand student thinking.</p> <p>The pacing of the lesson is uneven—suitable in parts, but rushed or dragging in others.</p>	<p>Most students are intellectually engaged in the lesson.</p> <p>Learning tasks have multiple correct responses or approaches and/or demand higher-order thinking.</p> <p>Students have some choice in how they complete learning tasks.</p> <p>There is a mix of different types of groupings, suitable to the lesson objectives.</p> <p>Materials and resources support the learning goals and require intellectual engagement, as appropriate.</p> <p>The pacing of the lesson provides students the time needed to be intellectually engaged.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Virtually all students are highly engaged in the lesson.</p> <p>Students take initiative to modify a learning task to make it more meaningful or relevant to their needs</p> <p>Students suggest modifications to the grouping patterns used.</p> <p>Students have extensive choice in how they complete tasks.</p> <p>Students suggest modifications or additions to the materials being used.</p> <p>Students have an opportunity for both reflection and closure after the lesson to consolidate their understanding.</p>
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Evidence

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<p>3d (SC6) Using assessment in instruction</p>	<p>There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality.</p> <p>Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.</p>	<p>Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning.</p> <p>Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work.</p> <p>Questions, prompts, and assessments are rarely used to diagnose evidence of learning.</p>	<p>Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning.</p> <p>Students appear to be aware of the assessment criteria; some of them engage in self-assessment.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</p>	<p>Assessment is fully integrated into instruction through extensive use of formative assessment.</p> <p>Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria.</p> <p>Students self-assess and monitor their progress.</p> <p>A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning.</p> <p>Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.</p>

Critical Attributes

<p>The teacher gives no indication of what high- quality work looks like.</p> <p>The teacher makes no effort to determine whether students understand the lesson.</p> <p>Feedback is only global. The teacher does not ask students to evaluate their own or classmates' work.</p>	<p>There is little evidence that the students understand how their work will be evaluated.</p> <p>Teacher monitors understanding through a single method, or without eliciting evidence of understanding from all students.</p> <p>Teacher requests global indications of student understanding.</p> <p>Feedback to students is not uniformly specific and not oriented towards future improvement of work.</p> <p>The teacher makes only minor attempts to engage students in self-assessment or peer assessment.</p>	<p>Students indicate that they clearly understand the characteristics of high-quality work.</p> <p>The teacher elicits evidence of student understanding during the lesson. Students are invited to assess their own work and make improvements.</p> <p>Feedback includes specific and timely guidance, at least for groups of students. The teacher attempts to engage students in self- assessment or peer assessment.</p>	<p>In addition to the characteristics of "proficient":</p> <p>There is evidence that students have helped establish the evaluation criteria.</p> <p>Teacher monitoring of student understanding is sophisticated and continuous: the teacher is constantly "taking the pulse" of the class.</p> <p>Teacher makes frequent use of strategies to elicit information about individual student understanding. Feedback to students is specific and timely, and is provided from many sources including other students.</p> <p>Students monitor their own understanding, either on their own initiative or as a result of tasks set by the teacher.</p>
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COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<p>3e (SC3) Demonstrating flexibility and responsiveness</p>	<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.</p>

Critical Attributes

<p>Teacher ignores indications of student boredom or lack of understanding.</p> <p>Teacher brushes aside student questions.</p> <p>Teacher makes no attempt to incorporate student interests into the lesson.</p> <p>The teacher conveys to students that when they have difficulty learning it is their fault.</p> <p>In reflecting on practice, the teacher does not indicate that it is important to reach all students.</p>	<p>Teacher's efforts to modify the lesson are only partially successful.</p> <p>Teacher makes perfunctory attempts to incorporate student questions and interests into the lesson.</p> <p>The teacher conveys a sense to students of their own responsibility for their learning but is uncertain about how to assist them.</p> <p>In reflecting on practice, the teacher indicates the desire to reach all students but does not suggest strategies to do so.</p>	<p>When necessary, the teacher makes adjustments to the lesson to enhance understanding by groups of students.</p> <p>Teacher incorporates students' interests and questions into the heart of the lesson.</p> <p>The teacher conveys to students that s/he has other approaches to try when the students experience difficulty.</p> <p>In reflecting on practice, the teacher cites multiple approaches undertaken to reach students having difficulty.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher's adjustments to the lesson are designed to assist individual students.</p> <p>Teacher seizes on a teachable moment to enhance a lesson.</p> <p>The teacher conveys to students that s/he won't consider a lesson "finished" until every student understands and that s/he has a broad range of approaches to use.</p> <p>In reflecting on practice, the teacher can cite others in the school and beyond whom s/he has contacted for assistance in reaching some students.</p>	
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Evidence

Domain 4: Professional Responsibilities

COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4a (SC2) Reflecting on teaching	<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</p> <p>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</p> <p>Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>

Critical Attributes

	<p>The teacher considers the lesson but draws incorrect conclusions about its effectiveness.</p> <p>The teacher makes no suggestions for improvement.</p>	<p>The teacher has a general sense of whether or not instructional practices were effective.</p> <p>The teacher offers general modifications for future instruction.</p>	<p>The teacher accurately assesses the effectiveness of instructional activities used.</p> <p>The teacher identifies specific ways in which a lesson might be improved.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher's assessment of the lesson is thoughtful and includes specific indicators of effectiveness.</p> <p>Teacher's suggestions for improvement draw on an extensive repertoire.</p>
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Evidence**Questions to consider:**

- In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?
- If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?
- Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?
- Did you depart from your plan? If so, how and why?
- Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?
- If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?

EVIDENCE COLLECTION NUMBER _____

Teacher _____ Date _____

School _____ Evaluator _____

Strengths

Areas for Growth

Next Steps

Progress on Component Goal

We have participated in a conversation on the above items.

Teacher signature _____

Administrator signature _____

GOAL SETTING CONFERENCE

Teacher _____

School _____

Grade Level(s) _____ Date _____

Component Goal: (Enter which component you have selected as an area of focus here):

My areas of strength in this component are:

My areas of growth in this component are:

-

What would evidence of success look like?

-

Student Growth Goal 3.1			
Criterion 3 Student Learning Goal			
Review of the Learning Goal			
Use the following protocol to confirm that the Learning Goal has the right size, detail, and depth necessary. <i>(proficient level language is used, please see the critical attributes resource for additional levels of performance)</i> Check the boxes that apply.	The Learning Goal: <input type="checkbox"/> identifies subgroups and uses data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable) <input type="checkbox"/> is specific, measurable and time-bound <input type="checkbox"/> is based on multiple sources of available data that reveal prior student learning <input type="checkbox"/> is aligned to content standards <input type="checkbox"/> is appropriate for the context, instructional interval and content standard(s) (grain size) <input type="checkbox"/> demonstrates a significant impact on student learning of content (transferable skills) <input type="checkbox"/> identifies formative and summative measures aligned to learning targets to monitor progress towards goals		
Criterion SG3.1 Teacher Ratings: Based on the results of the learning goal, assessments/tasks, and targets a rating is noted below.			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth Goal 6.1			
Criterion 6 Student Learning Goal			
Review of the Learning Goal			

<p>Use the following protocol to confirm that the Learning Goal has the right size, detail, and depth necessary. (<i>proficient level language is used, please see the critical attributes resource for additional levels of performance</i>)</p> <p>Check the boxes that apply.</p>	<p>The Learning Goal:</p> <ul style="list-style-type: none"> <input type="checkbox"/> is specific, measureable and time-bound <input type="checkbox"/> is based on multiple sources of available data that reveal prior student learning <input type="checkbox"/> is aligned to content standards <input type="checkbox"/> is appropriate for the context, instructional interval and content standard(s) (grain size) <input type="checkbox"/> demonstrates a significant impact on student learning of content (transferable skills) <input type="checkbox"/> identifies formative and summative measures aligned to learning targets to monitor progress towards goals
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Criterion SG6.1 Teacher Ratings: Based on the results of the learning goal, assessments/tasks, and targets a rating is noted below.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth Goal 8.1

Criterion 8
Student Learning Goal

Review of the Learning Goal(s)

<p>Use the following protocol to confirm that the Team Learning Goal has the right size, detail, and depth necessary. <i>(proficient level language is used, please see the critical attributes resource for additional levels of performance)</i> Check the boxes that apply.</p>	<p>The Team Learning Goal(s):</p> <ul style="list-style-type: none"> <input type="checkbox"/> and measures are decided collaboratively <input type="checkbox"/> are specific, measureable and time-bound <input type="checkbox"/> are appropriate for context, instructional interval and content standard(s) <input type="checkbox"/> demonstrate significant impact on student learning of content (transferable skills) <p>The Teacher:</p> <ul style="list-style-type: none"> <input type="checkbox"/> communicates responsibly with team regarding team goals and plans for measuring and monitoring <input type="checkbox"/> consistently and actively contributes multiple sources of data to collectively determine evidence of student learning <input type="checkbox"/> engages in data-based reflection with team and adjusts practice accordingly <input type="checkbox"/> implements team decisions regarding instruction and assessment
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Do not assess 8.1 at this time.

We have participated in a conversation on the above items.

Teacher signature _____

Administrator signature _____

LESSON REFLECTION

Teacher _____

Date _____

Questions for Discussion

In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?

If you were able to bring samples of student work, what do those samples reveal about those students' level of engagement and understanding?

Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?

Did you depart from your plan? If so, how and why?

Comment on the different aspects of your instructional delivery (e.g. activities, grouping of students, materials and resources). To what extent were they effective?

If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?

SUMMATIVE STUDENT GROWTH SCORE

Directions: Complete this section at the end of the instructional period.

Student Growth Criterion 3.2: Determine the level of the actual outcomes and provide evidence at the end of the instructional period for subgroups not meeting full learning potential.

- | | |
|---|---|
| Determine the level of the actual outcomes based on the goals for student learning. | <input type="checkbox"/> High evidence of learning for all/nearly students (Distinguished)
<input type="checkbox"/> Clear evidence of learning for most students (Proficient)
<input type="checkbox"/> Some evidence of learning for some students (Basic)
<input type="checkbox"/> No evidence of learning for most students (Unsatisfactory) |
|---|---|

Please provide student learning data from at least two points in time as evidence of student learning (2 or more sources):

SG 3.2: Based on the evidence of student learning a rating is noted below.

<input type="checkbox"/>	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Student Growth Criterion 6.2: Determine the level of actual outcome and provide evidence at the end of the instructional period for the whole class.

- | | |
|---|---|
| Determine the level of the actual outcomes based on the goals for student learning. | <input type="checkbox"/> High evidence of learning for all/nearly students (Distinguished)
<input type="checkbox"/> Clear evidence of learning for most students (Proficient)
<input type="checkbox"/> Some evidence of learning for some students (Basic)
<input type="checkbox"/> No evidence of learning for most students (Unsatisfactory) |
|---|---|

Please provide student learning data from at least two points in time as evidence of student learning (2 or more sources):

SG 6.2: Based on the evidence of student learning a rating is noted below.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

Criterion SG8.1 Teacher Ratings: Based on the results of the learning goal, assessments/tasks, and targets a rating is noted below.

<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
<p>Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>
Critical Attributes			
<p>Team does not establish goal(s) for student learning</p> <p>Team does not specify assessments to monitor progress towards goal(s) and/or goal is neither specific or time-bound</p> <p>Teacher does not communicate with team regarding team goals or plans</p> <p>Teacher rarely shares student data, student work or suggestions for strategies to achieve team goal(s)</p> <p>Teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment</p>	<p>Team goal(s) or measures are established without consensus</p> <p>Team goal is missing one or more of the following qualities: specific, measurable, time-bound</p> <p>Team goal is missing one or more of the following qualities: appropriate for the context, instructional interval or content standard(s)</p> <p>Team goal is not connected to a significant impact on student learning of content</p> <p>Teacher's communication with team is inconsistent regarding team goals and plans</p> <p>Teacher occasionally shares student work or suggestions for strategies to achieve team goal(s)</p> <p>Teacher rarely shares reflection on instruction to achieve team goal(s)</p> <p>Teacher demonstrate inconsistent follow-through with team decisions regarding instruction and assessment</p>	<p>Team goal(s) and measures are decided collaboratively</p> <p>Team goal(s) are specific, measurable and time-bound</p> <p>Team goal(s) are appropriate for context, instructional interval and content standard(s)</p> <p>Team goal(s) demonstrate significant impact on student learning of content (transferable skills)</p> <p>Teacher communicates responsibly with team regarding team goals and plans for measuring and monitoring</p> <p>Teacher consistently and actively contributes multiple sources of data to collectively determine evidence of student learning</p> <p>Teacher engages in data-based reflection with team and adjusts practice accordingly</p> <p>Teacher implements team decisions regarding instruction and assessment</p>	<p>Team goal(s) and measures are decided collaboratively</p> <p>Team goal(s) are specific, measurable and time-bound</p> <p>Team goal(s) are appropriate for context, instructional interval and content standard(s)</p> <p>Goal(s) demonstrate significant impact on student learning of content (transferable skills)</p> <p>Teacher helps develop other team members' capacity to be effective</p> <p>Teacher regularly makes his/her practice public by sharing models and facilitating data processes</p> <p>Teacher promotes reflective analysis among team</p> <p>Teacher shares a wide range of resources to build and sustain support for team goals</p>

We have participated in a conversation on the above items.

Teacher signature _____

Administrator signature _____

Teacher:

Evidence Gathering Document

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Establish Student Growth Goals, Implement, and Monitor Growth

Unsatisfactory	Basi	Proficient	Distinguished
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goals, to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goals, to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goals, to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goals, to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

Critical Attributes

<p>Team does not establish goal(s) for student learning</p> <p>Team does not specify assessments to monitor progress towards goal(s) and/or goal is neither specific or time-bound</p> <p>Teacher does not communicate with team regarding team goals or plans</p> <p>Teacher rarely shares student data, student work or suggestions for strategies to achieve team goal(s)</p> <p>Teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment</p>	<p>Team goal(s) or measures are established without consensus</p> <p>Team goal is missing one or more of the following qualities: specific, measurable, time-bound</p> <p>Team goal is missing one or more of the following qualities: appropriate for the context, instructional interval or content standard(s)</p> <p>Team goal is not connected to a significant impact on student learning of content</p> <p>Teacher's communication with team is inconsistent regarding team goals and plans</p> <p>Teacher occasionally shares student work or suggestions for strategies to achieve team goal(s)</p> <p>Teacher rarely shares reflection on instruction to achieve team goal(s)</p> <p>Teacher demonstrate inconsistent follow-through with team decisions regarding instruction and assessment</p>	<p>Team goal(s) and measures are decided collaboratively</p> <p>Team goal(s) are specific, measurable and time-bound</p> <p>Team goal(s) are appropriate for context, instructional interval and content standard(s)</p> <p>Team goal(s) demonstrate significant impact on student learning of content (transferable skills)</p> <p>Teacher communicates responsibly with team regarding team goals and plans for measuring and monitoring</p> <p>Teacher consistently and actively contributes multiple sources of data to collectively determine evidence of student learning</p> <p>Teacher engages in data-based reflection with team and adjusts practice accordingly</p> <p>Teacher implements team decisions regarding instruction and assessment</p>	<p>Team goal(s) and measures are decided collaboratively</p> <p>Team goal(s) are specific, measurable and time-bound</p> <p>Team goal(s) are appropriate for context, instructional interval and content standard(s)</p> <p>Goal(s) demonstrate significant impact on student learning of content (transferable skills)</p> <p>Teacher helps develop other team members' capacity to be effective</p> <p>Teacher regularly makes his/her practice public by sharing models and facilitating data processes</p> <p>Teacher promotes reflective analysis among team</p> <p>Teacher shares a wide range of resources to build and sustain support for team goals</p>
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Evidence

EVIDENCE COLLECTION NUMBER _____

Teacher _____ **Date** _____

School _____ **Evaluator** _____

10/1/2018

Teacher:

Strengths
Areas for Growth
Next Steps
Notes

We have participated in a conversation on the above items.

Teacher signature _____ Date _____

Administrator signature _____ Date _____

Employee: _____ School Year: _____
 Building/Program: _____ Comprehensive Eval: _____
 Evaluator: _____ Focused Eval: _____
 Dates of observations: _____
 Date of final conference: _____

Criteria	Criterion Score	Score
1	Expectations: Centering Instruction on high expectations for student achievement.	
2	Instruction: Demonstrating effective teaching practices	
3	Differentiation: Recognizing individual student learning needs and developing strategies to address those needs.	
4	Content Knowledge: Providing clear and intentional focus on subject matter content and curriculum.	
5	Learning Environment: Fostering and managing a safe, positive learning environment.	
6	Assessment: Using multiple student data elements to modify instruction and improve student learning.	
7	Families and Community: Communicating and collaborating with parents and school community	
8	Professional Practice: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	

Criteria	Student Growth Score	Score
3	Establish student growth goal(s) that: Recognize individual student learning needs and developing strategies to address those needs.	
	Achieve student growth goal(s) that: Recognize individual student learning needs and developing strategies to address those needs.	
6	Establish student growth goal(s) that: Use multiple student data elements to modify instruction and improve student learning.	
	Achieve student growth goal(s) that: Use multiple student data elements to modify instruction and improve student learning.	
8	Establish team student growth goal(s) that: Exhibit collaborative and collegial practices focused on improving instructional practice and student learning.	

Areas of Strength: _____

Areas of Growth: _____

Next Steps: _____

The employee and administrator have conferred on the type of evaluation to be used for the following school year and agree to use:

Comprehensive: _____ Focused: _____

Student Growth impact rating: _____

Criterion score: _____ Summative Score:

Criterion Score 29-32	PROFICIENT	DISTINGUISHED	
Criterion Score 22-28	PROFICIENT	PROFICIENT	
Criterion Score 15-21	BASIC	BASIC	
Criterion Score 8-14	UNSATISFACTORY Plan of Improvement		
	Student Growth 5-12	Student Growth 13-17	Student Growth 18-20

The employee's signature below indicates his or her receipt of this evaluation report only and does not imply that he or she agrees with the contents of the report and/or summative score.

Teacher: _____ Administrator: _____ Date: _____

CRITERION AND COMPONENTS		1	2	Other	Other	Other	FINAL
1	Centering instruction on high expectations for student achievement.						
	Establishing a culture for learning (2b)						
	Communicating with students (3a)						
	Engaging students in learning (3c)						
2	Demonstrating effective teaching practices						
	Using questioning and discussion techniques (3b)						
	Reflecting on teaching (4a)						
3	Recognizing individual student learning needs and developing strategies to address those needs.						
	Demonstrating knowledge of students (1b)						
	Demonstrating flexibility and responsiveness (3e)						
SG 3.1	Establish, implement and monitor student growth goals for subgroup of students						
SG 3.2	Achievement of Student Growth Goal(s)						
4	Providing clear and intentional focus on subject matter content and curriculum.						
	Demonstrating knowledge of content and pedagogy (1a)						
	Setting instructional outcomes (1c)						
	Demonstrating knowledge of resources (1d)						
	Designing coherent instruction (1e)						
5	Fostering and managing a safe, positive learning environment.						
	Creating an environment of respect and rapport (2a)						
	Manages classroom procedures (2c)						
	Manages student behavior (2d)						
	Organizes physical space (2e)						
6	Using multiple student data elements to modify instruction and improve student learning.						
	Designing student assessments (1f)						
	Using assessment in instruction (3d)						
	Maintaining accurate records (4b)						
SG 6.1	Establish, implement and monitor student growth goals for whole class of students						
SG 6.2	Achievement of Student Growth Goal(s)						
7	Communicating and collaborating with parents and the school community.						
	Communicating with families (4c)						
8	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.						
	Participating in a professional community (4d)						
	Growing and developing professionally (4e)						
	Showing professionalism (4f)						
SG 8.1	Establish student growth goals, implement, and monitor growth						

Fill-in grey boxes ONLY

Contract Waiver

Pasco School District and Pasco Association of Educators

The Pasco School District and the Pasco Association of Educators agree to address the concerns raised by association members and district staff with regards to the Elementary PD date exclusion in the 2018-2019 and 2019-2020 school years.

With the movement of conference dates from November to December the language in Article III Section 2.g.b. will be changed from:

The first contractual Wednesday of each month, excluding November, will be reserved for building/district use as needed.

to:

The first contractual Wednesday of each month, excluding December, will be reserved for building/district use as needed.

This agreement is based upon special circumstances and is non-precedent setting. This waiver and any enforcement issues shall be subject to the grievance procedures outlined in the parties' CBA



Pasco School District Date



Pasco Assn. of Educators Date