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**ARTICLE 1**  
**RECOGNITION OF ASSOCIATION AND DEFINITIONS**

**Section 1.1. Preamble:** This Agreement is made and entered into between the Highline School District No. 401 and the Highline Education Association. The signatories are the sole parties to this Agreement.

**Section 1.2. Recognition:**

- A. The District hereby recognizes the Association as the exclusive representative for all personnel who are appointed to non-supervisory certificated positions, except that nothing contained herein shall be construed to include in the bargaining unit the following: The Superintendent of Schools; Assistant Superintendents; Administrative Assistants to the Superintendent; Directors (Program and Project); Assistant Directors; Coordinators; Principals; Vice-Principals; all certificated personnel hired as management consultants; casual personnel and all confidential employees.
- B. Employment pool personnel shall be represented by the Association to the extent they are eligible for representation as provided for in Article 9 (Layoff and Recall), Paragraph I.
- C. Staff members on leave of absence shall be represented by the Association to the extent they are eligible for representation as provided for in Article 14 (Leaves of Absence).

**Section 1.3. Definitions:** Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

- A. The term "Agreement" shall mean this entire Collective Bargaining Agreement;
- B. The term "Association" shall mean the Highline Education Association;
- C. The term "Board" shall mean the Board of Directors of the Highline School District No. 401;
- D. The term "District" and/or "employer" shall mean the Highline School District No. 401 including administrators and agents;
- E. The terms "staff member" or "employee" shall mean those employees represented by the Association in the bargaining unit as defined in Section 1.2 (Recognition), except as otherwise indicated;
- F. The term "days" shall mean calendar days unless otherwise indicated in this Agreement;
- G. The term "act" shall mean the Educational Employment Relations Act, RCW 41.59;
- H. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and

1 feminine; and words denoting number include both the singular and plural.

2 **Section 1.4. Status of Agreement**

3 A. This Agreement shall become effective when ratified by the Association and the  
4 Board and then executed by authorized representative(s) thereof and may be  
5 amended or modified only with mutual consent of the signatory organizations.

6 B. This Agreement shall supersede any rules, regulations, policies, resolutions or  
7 practices of the District which are contrary to or inconsistent with its terms.

8 **Section 1.5. Conformity to Law:**

9 A. This Agreement shall be governed and construed according to the constitution  
10 and laws of the State of Washington. If any provision of this Agreement or any  
11 application of this Agreement to any staff member or group of employees  
12 covered hereby shall be found contrary to law by a court of competent  
13 jurisdiction, such Provision or application shall have effect only to the extent  
14 permitted by law, and all other provisions or applications of this Agreement shall  
15 continue in full force and effect.

16 B. If any provision of this Agreement is so held to be contrary to law, the parties  
17 shall commence negotiations concerning said provisions as soon thereafter as is  
18 reasonably possible, pursuant to RCW 41.59.

19 **Section 1.6. Distribution of Contract:** Following ratification by both parties, the District  
20 shall, within thirty (30) days, unless there are extenuating circumstances beyond the  
21 control of either party, print and distribute two hundred (200) to the Association. A copy  
22 of the Agreement will be available to individual staff members if requested by October  
23 15th. The District will keep the Agreement current on the District web site.

24 **Section 1.7. Maintenance of Standards:** Unless otherwise provided in this Agreement,  
25 nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or  
26 otherwise detract from current individual salaries or other monetary employee benefits.

27 **Section 1.8. Appendices:** Appendices are an integral part of this Agreement and by  
28 this reference incorporated herein.

29 **Section 1.9. Management Rights:** The management and operation of the District and  
30 the direction of the staff members are vested exclusively in the District subject to the  
31 terms of this Agreement. All matters not specifically controlled by the terms of this  
32 Agreement may be administered for the duration of this Agreement by the District in  
33 accordance with such policy or procedure as the District from time to time may  
34 determine. Nothing in this Agreement shall be construed to be a delegation to others of  
35 the policy-making authority of the board, which authority is specifically reserved by the  
36 board.

37  
38 **Section 1.10. Contract Waiver:** In order to improve educational experiences for  
39 students through creative, innovative or restructuring projects, the District and  
40 Association may agree to waive specific provisions of this Agreement in accordance with  
41 the following:

- 1 A. Requests from a school or work site must be submitted on the Contract Waiver  
2 Request Form. The completed form must be submitted concurrently to the  
3 Superintendent or his/her designee and the Association President or his/her  
4 designee. A waiver will be granted only if both the District and Association  
5 approve such request.
- 6 B. A contract waiver request must include the following:  
7
- 8 i. Reference to the specific provisions of the Agreement requested to be  
9 waived;
  - 10 ii. Rationale for the waiver;
  - 11 iii. The specific beginning and ending dates for the waiver;
  - 12 iv. Description of which employees would be affected by the waiver and how  
13 they would be affected;
  - 14 v. Description of how the decision to request the waiver was made and  
15 evidence it reflects approval of the building administration and at least  
16 80% of those in the Association's bargaining unit at the school or work  
17 site (as measured by secret ballot conducted by Association  
18 representatives);
  - 19 vi. Description of the cost or budget impact of the waiver, if any; and  
20
  - 21 vii. Explanation of how the waiver, if granted, might affect other employees  
22 outside of the school site and other operations of the District, if any.
- 23 C. The District and Association will adopt their own internal processes for review  
24 and approval of waiver applications.
- 25 D. No Agreement waiver shall be granted for a duration of more than one (1) school  
26 year, unless extended in writing by both parties, and no Agreement waiver shall  
27 be granted for a duration that extends beyond the expiration date of the current  
28 Agreement.
- 29 E. The Association and District agree that any waivers granted are not precedent  
30 setting. The parties further agree that once the waiver has expired, all waived  
31 provisions shall return to the status contained in the Collective Bargaining  
32 Agreement at the time of the waiver's expiration.  
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**ARTICLE 2**  
**ASSOCIATION RIGHTS**

3 **Section 2.1. Exclusivity Rights:** The Association shall have the exclusive rights to  
4 membership fees and dues deductions from the salaries of its members subject to the  
5 provisions of the law. The Association shall have the exclusive right to represent a staff  
6 member's grievance, subject to the staff member's rights pursuant to RCW 41.59.090.  
7 The Association shall have the right, to the exclusion of rival labor organizations, to use  
8 the District mail services, except as otherwise required by law.

9 **Section 2.2. Right to Attend Meetings:** Staff members attend Association conferences  
10 or meetings which are held at the staff member's work site and during an involved staff  
11 member's:

- 12 A. duty-free lunch period,  
13  
14 B. recess (if the staff member is not responsible for student supervision), or  
15  
16 C. either of the thirty minute periods before and after school (if the staff member is  
17 not responsible for specific student or patron contact).  
18

19 Attendance at Association meetings or conferences during a staff member's planning  
20 period should be restricted to those periods when the meeting cannot be reasonably  
21 scheduled at another time. Association representatives who attend or have obligations  
22 for such meetings or conferences have the responsibility for notifying the appropriate  
23 administrator at least twelve hours in advance of the anticipated starting time that such a  
24 meeting or conference is planned; if there is an emergency, the administrator will be  
25 notified as soon as reasonably possible of the meeting or conference. Further, the  
26 Association representative shall be responsible for scheduling the meeting with the  
27 administrator and ascertaining whether the desired time, date, place and size of the  
28 group can be accommodated. The Association agrees that such conferences or  
29 meetings will not in any way hamper or obstruct the instructional program or the delivery  
30 of services. The Association agrees not to hold conferences or meetings on District  
31 property where the purpose is to organize or conduct a work stoppage or at times other  
32 than those described above.

33 **Section 2.3. Use of Facilities:** The Association will have the privilege of using school  
34 building facilities for meetings outside of school hours pursuant to the following  
35 guidelines:

- 36 A. The buildings and grounds of the District are primarily for school district use. No  
37 use of facilities will be approved which interferes with the school program.
- 38 B. Before a District facility may be used, approval must be obtained on the  
39 appropriate District application form.

40 **Section 2.4. Bulletin Space:** The District will make a reasonable attempt to provide a  
41 bulletin board space in each school for use by the Association. Bulletins posted by the  
42 Association are the responsibility of the officials of the Association and shall be limited to  
43 official Association business. Each bulletin shall be signed by the Association  
44 representative responsible for posting. Unsigned notices or bulletins may not be posted.

1 There shall be no posting of literature by representatives of the Association on District  
2 property other than as herein provided.

3 A. The responsibility for the prompt removal of notices from the bulletin board after  
4 they have served their purpose will rest with the individual who posted such  
5 notices.

6 B. Any violation of this section by the Association or its agents acting under the  
7 direction of the Association as determined by the District, shall void immediately  
8 the provisions under this section and prohibit the Association's further use of  
9 bulletin boards. Upon such determination by the District, the Association shall be  
10 so notified.

11 C. The District shall not assume the responsibility of any liability for notices posted.

12 **Section 2.5. Right to Information:** The District shall furnish to the Association agendas,  
13 supplemental agendas and minutes of regular Board meetings, student enrollment in the  
14 District and other information which must be available as required by law, including a list  
15 of names, addresses and phone numbers of the staff members covered by this  
16 Agreement; provided a written request is submitted to the Superintendent or designee in  
17 advance and such request specifies the information desired. The District may charge a  
18 reasonable fee for any materials furnished.

19 **Section 2.6. District/Association Meetings:** Whenever Association representatives  
20 are mutually scheduled with the District's representatives to participate in grievance  
21 matters during working hours, said representatives shall suffer no loss of pay and the  
22 cost for a substitute, if required, shall be borne by the Association.

23 A. If, by mutual agreement, negotiations are scheduled during the work day, the  
24 District shall pay for the cost of salaries and fringe benefits of Association  
25 representatives involved.

26 B. Building administrators and Association representatives from the building are  
27 encouraged to meet at mutually agreeable times to discuss matters of mutual  
28 concern. Such individuals shall have no authority to reach decisions which would  
29 alter this Agreement.

30 C. The Association representative may call meetings of staff members during the  
31 work day where such meetings do not interfere with regular scheduled classes  
32 and with previous approval of the appropriate administrator.

33 D. Association and District representatives shall meet from time to time by mutual  
34 agreement to discuss matters of mutual concern.

35 **Section 2.7. President and Member Release:**

36 A. President's Release: The President of the Highline Education Association shall  
37 be granted release time for his/her contractual work year up to a maximum of six  
38 consecutive school years for any one person.

39 The District shall make salary payments, annual sick leave cash-out benefits to

1 and insurance contributions on behalf of the President as if he/she were not on  
2 release time, provided that the Association shall reimburse the District for these  
3 costs.

4 B. Member's Release: Members of the Highline Education Association may, upon  
5 written request, be granted release time to conduct Association business, up to a  
6 maximum of seventy-five (75) days during the school year as approved by the  
7 Superintendent/designee. However, no individual member may be released more  
8 than ten (10) days nor may more than twenty-one (21) individuals be released on  
9 any day. Provided further, that the Uniserv Council President is limited to twenty  
10 (20) days of release time per school year, none of which is deductible from the  
11 maximum total of days available for release. In addition, release time for the  
12 purpose of conducting association business for the Washington Education  
13 Association (WEA) shall not be deducted from the maximum total of seventy-five  
14 (75) days available for release. The Association will submit the names of  
15 Association members along with the reason for the expected days desired to be  
16 absent for the school year as early as possible. All additional requests must be  
17 submitted at least three (3) working days in advance of the expected day(s) of  
18 absence. Additional release time may be granted by the superintendent/designee  
19 upon written request based on substitute availability.

20 The District shall make salary payments to and insurance contributions on behalf  
21 of such staff member as if the staff member were not on release time, provided  
22 that the Association shall reimburse the District allocable to the release time. If  
23 substitute plans are required of a staff member, the Association shall reimburse  
24 the District for the cost of the substitute only.

25 C. National Office: The District shall grant a staff member up to twenty (20) days of  
26 release time per school year for the purpose of serving as an elected or  
27 appointed officer of the National Education Association. This release time shall  
28 be in addition to Member's Release (Section 2.7, Paragraph B).

29 **Section 2.8. Dues and Representation Fee:**

30 A. On or before September 1 of each school year, the Association shall give written  
31 notice to the District of the dollar amount of individually authorized local, state  
32 and national organizational dues and fees that are to be deducted in the coming  
33 school year. Unless otherwise on file with the District, the Association shall  
34 provide the District with an agreed to, properly executed and signed dues  
35 deduction and fees authorization and assignment for each participating staff  
36 member. The individual authorization will continue in effect during the term of the  
37 Agreement.

38 B. The deductions authorized shall be made in twelve (12) equal amounts from  
39 each pay check beginning with the pay period in September through the pay  
40 period in August for each year. Deductions from new staff members authorized to  
41 begin after the September payroll shall be spread equally over the remainder of  
42 the pay periods through August. The District will remit all moneys so deducted to  
43 the Association or its authorized designee, accompanied by a list of staff  
44 members from whom such deductions have been made and a duplicate list shall  
45 be provided the Association.

- 1 C. Staff members newly employed by the District during the term of this Agreement  
2 and staff members who are not members of the Association on the effective date  
3 of this Agreement must become members of the Association or pay a  
4 representation fee (equivalent to the dues required for Association membership)  
5 within thirty (30) days of employment or by October 31.
- 6 D. Unless a staff member retires, terminates or is transferred to a position not  
7 covered by this Agreement, a staff member who is a member of the Association  
8 on the effective date of this Agreement, shall, during the term of this Agreement,  
9 maintain membership in the Association.
- 10 E. Staff members in the employment pool who were members of the Association at  
11 the time of layoff and are re-employed by the District, shall be required to resume  
12 membership in the Association or pay a representation fee.
- 13 F. In order to safeguard the rights of staff members based upon bona fide religious  
14 teachings or tenets of a church or religious body of which they are members,  
15 such staff members may pay an amount of money equivalent to the  
16 representation fee to a non-religious charity designated pursuant to RCW  
17 41.59.100.
- 18 G. The Association agrees to defend, indemnify and hold the District harmless  
19 (except in suits in which the District is plaintiff) against any and all claims, suits,  
20 orders or judgments brought or issued against the District as a result of any  
21 action taken or not taken by the District pursuant to proper implementation of this  
22 Article contingent upon (1) the District's agreement that the Association shall be  
23 authorized to defend such suit through an attorney mutually determined by the  
24 District and the Association, and (2) the District agrees to provide full cooperation  
25 and information to the Association in defending any suit which may be brought  
26 against it as a result of this Agreement.

27

**ARTICLE 3**  
**STAFF MEMBERS' RIGHTS AND AUTHORITY**

**Section 3.1. Participation in the Association:** It is agreed that every staff member will have and will be protected in the exercise of the right, freely and without fear of penalty and reprisal, to join and assist the Association. The freedom of such employees who assist the Association will be recognized as extending to participation in management of the Association. The District will take action required or refrain from such action, in order to assure staff members that no interference, restraint, coercion or discrimination is allowed within the employer to encourage or discourage membership in the Association.

No staff member shall be disciplined or discriminated against for any lawful Association activity and/or participation in lawful activities during non-working hours except as it directly prevents the staff member from properly performing his/her assigned functions during the regular or extended workday.

**Section 3.2. Non-Discrimination and Freedom of Expression:** Staff members shall not be discriminated against in any way by the District for the exercise of any rights guaranteed under the law. Satisfactory job performance is an appropriate concern of the District.

A. The District will not require staff members to participate in commercial or charity fund solicitations. No staff member will engage in commercial or charitable solicitations during the workday or on school premises except with the express written consent of the District.

B. The provisions of the Agreement shall be lawfully applied without regard to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, marital status, sexual orientation including gender expression or identity, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

C. The District and the Association affirm their adherence to the principles of free choice and agree that the obligations of law related to non-discrimination will be met by the Association and the District. Neither the District nor the Association will engage in discrimination of any kind that infringes on the civil or human rights of employees. The District acknowledges the right of its employees to a private and personal life.

D. Staff members will be allowed to wear pins and/or other identification pursuant to law.

**Section 3.3. Students and Student Evaluations:** Staff members shall be responsible for evaluation of the educational growth and development of each pupil assigned to them, and for making periodic reports to parents and guardians, and to designated school administrators. Grades and other evaluations of students by staff members will be: (1) adequately documented; (2) based on achievement; and (3) based on participation in working towards goals and objectives of the curriculum. If there has been a failure to comply with the grading practices herein outlined, the administrator may change the grade. If an administrative change is made to a letter grade or written comment on a periodic report, the staff member shall receive written notification.

1 A. The classroom teacher will make the initial determination of the promotion or  
2 retention of each pupil assigned to his/her classroom. A classroom teacher who  
3 anticipates recommending retention of a pupil will notify the principal, and the  
4 parent or guardian of the pupil as far in advance as is reasonably possible. A  
5 staffing of the teacher, principal, parent or guardian and any necessary support  
6 personnel may be conducted to consider the teacher's recommendation. The  
7 classroom teacher shall be informed if a determination regarding promotion or  
8 retention is inconsistent with the classroom teacher's recommendation.

9 B. Staff members, in the course of their duties and responsibilities towards the  
10 pupils assigned to them, will not be required to perform duties beyond the scope  
11 of their employment, which are normally the responsibility of the police, fire or  
12 animal control personnel.

13 C. Within a reasonable period of time, the immediate supervisor shall inform staff  
14 members about any parent concern which pertains to the staff member's  
15 relationship with one of his/her students. At the staff member's request the  
16 administrator shall attempt to arrange a conference to discuss the concern with  
17 the affected parties. The conference shall be arranged at a mutually convenient  
18 time with the individuals involved. Any detrimental statement about a staff  
19 member conveyed at such a conference will not be given credence unless  
20 substantiated by fact. District reports will not name the staff member until  
21 allegations can be substantiated by fact.

22 D. Secondary classroom teachers will be allowed three (3) work days following the  
23 end of grading periods to complete and turn in student report cards/scan sheets.  
24 The final reports specific to special education IEPs are due one (1) week prior to  
25 the end of school. Elementary classroom teachers will be allowed up to two (2)  
26 weeks, but no fewer than three (3) work days to complete report cards prior to  
27 each report card period. Elementary classroom teachers will have three (3) report  
28 card periods. The first reporting period will be in conjunction with the parent  
29 conferences. Elementary classroom teachers will communicate to parents the  
30 progress of their child prior to the eighth week of school. Secondary classroom  
31 teachers will communicate to parents the progress of students at risk (students at  
32 risk of failure or not on track to receive credit) at the mid-point of each quarter.  
33 The teachers will document this communication.

34 **Section 3.4. Discipline:** Staff members shall enforce discipline fairly and consistently  
35 regardless of a student's sex, race, color, religion, creed, national origin or marital status.  
36 Safe and Civil Schools, or an equivalent program or model, shall be used as a  
37 foundation or blueprint for discipline in all schools to facilitate consistency throughout the  
38 district. The district shall provide all new teachers with student management training,  
39 (i.e. Safe and Civil Schools training or an equivalent program or model in use at the time  
40 by the District).

41 A. In buildings with an Education Assistant or Assistant Principal, the district will  
42 make every effort to ensure that at least one building administrator is in the  
43 building at all times to address student discipline issues.

44 B. Building administrators shall designate a certificated staff member to provide

1 discipline support in the administrator's absence. If the designee is a classroom  
2 teacher, prior arrangement will be made by the administrator to assure that the  
3 designee's students are under the charge of another certificated employee during  
4 the designee's absence from the classroom. On the second consecutive full day  
5 of administrative absence, a substitute will be provided for the designee. The  
6 substitute will remain in that position until the building administrator returns. The  
7 designee in each elementary school will be provided with a stipend as indicated  
8 in Appendix D.

9 C. Staff members may protect themselves from personal attack within the limits of  
10 the law. The District will support staff members in their lawful use of prudent  
11 disciplinary measures to maintain order and protect the safety and well-being of  
12 the students in their charge.

13 D. Staff members shall have the right and responsibility to maintain good order and  
14 discipline in the classroom at all times. Staff members shall have the right to  
15 exclude any student who creates a disruption of the educational process from the  
16 classroom or activity area. Such exclusion shall occur in accord with the building  
17 disciplinary standards or in emergency situations. The staff member may  
18 exclude a disruptive student for all or any portion of that school day as permitted  
19 by law.

20 E. A staff member may recommend to the building administrator, or designee, that a  
21 student be removed from such staff member's classroom on a temporary or a  
22 permanent basis. If a staff member sends a student to the office, the student  
23 must be accompanied by a written or oral explanation followed by a detailed  
24 explanation and recommendation from the staff member within a reasonable  
25 period of time.

26 F. A recommendation for temporary removal of a student from a staff member's  
27 classroom shall be appropriate under the following circumstances:

28 i. In the professional opinion of the staff member, a student's behavior  
29 constitutes a disruption of the educational process to the detriment of  
30 other learners, and reasonable attempts at remediation of the behavior  
31 are unsuccessful.

32 ii. A pupil has been insubordinate to the degree that the temporary removal  
33 from the classroom is deemed appropriate by the staff member.

34 G. A recommendation for removal from class on a permanent basis shall be  
35 considered appropriate only under the following circumstances:

36 i. In the professional opinion of the staff member, a student's behavior  
37 constitutes an immediate and continuing danger to others or the flagrant  
38 nature of such behavior makes remediation attempts inappropriate.

39 ii. In the professional opinion of the staff member, a student's behavior  
40 constitutes a continuing disruption of the educational environment to the  
41 detriment of other learners.

- 1 H. In accordance with RCW 28A.600.20, any student who creates a disruption of  
2 the educational process in violation of the building disciplinary standards while  
3 under a teacher's immediate supervision may be excluded by the teacher from  
4 his or her individual classroom and instructional or activity area for all or any  
5 portion of the balance of the school day, or up to the following two days, or until  
6 the principal or designee and teacher have conferred, whichever occurs first.  
7 Except in emergency circumstances, the teacher first must attempt one or more  
8 alternative forms of corrective action. In no event without the consent of the  
9 teacher may an excluded student return to the class during the balance of that  
10 class or activity period or up to the following two days, or until the principal or his  
11 or her designee and the teacher have conferred.
- 12 i. Each school's shared leadership team will ensure that a system is  
13 developed and in place to identify priority referrals for conferring versus a  
14 referral where a conference is not requested.
- 15  
16 ii. Priority referrals will include the opportunity for a written response upon  
17 request.
- 18  
19 I. Staff members shall receive, as soon as possible, a written or oral response and  
20 assistance from the building administrator when disciplinary support is requested.
- 21 J. The building principal and/or counselor will communicate with involved staff  
22 members in an attempt to obtain concurrence regarding transfer of students  
23 from one classroom/school to another classroom/school when such transfers are  
24 made because of problems in communications between student and teacher, or  
25 because of a student disciplinary problem or when it is in the best interest of the  
26 student. When the communication is given orally, a written response shall be  
27 provided by the building principal/designee upon request.
- 28 K. If circumstances necessitate the bodily removal of a disruptive student in order to  
29 safeguard the health and safety of others, the staff member may request  
30 available assistance.
- 31 L. The staff member has the right, consistent with the law, to have a  
32 parent/guardian removed or restricted from his/her classroom or work station if  
33 the parent/guardian is abusive either verbally or physically.
- 34 M. When an administrator has determined that a student has threatened or  
35 assaulted a staff member during school hours on school premises, the student  
36 shall be subject to immediate disciplinary action pending completion of the due  
37 process rights of the student.
- 38 N. No staff member shall be required to search a student's person or belongings.
- 39 O. The building principal and staff members shall confer at least once per semester  
40 in order to develop and/or review building disciplinary standards and uniform  
41 enforcement of those standards.

42 **Section 3.5. Students with Individualized Educational Programs (IEPs) and**  
43 **Students who are English Language Learners:** The District shall provide each staff

1 member with an updated copy of the District special education guidelines and  
2 procedures. Before a student is to be mainstreamed from a special education or English  
3 Language Learner class into a specific general education class, the receiving classroom  
4 teacher is to be informed and permitted to participate in the multi-disciplinary team  
5 process regarding the appropriateness of the class for the student.

6 A. On the student enrollment form, the District shall request information from the  
7 parent(s)/guardian(s) of each incoming student regarding their child's  
8 assessment for or enrollment in a special program in the last two (2) years. This  
9 information will be provided to staff members by counselors / administrators  
10 within twenty-four (24) hours of placement of the student in an educational  
11 program.

12 B. A general education classroom teacher has the right to bring concerns about a  
13 mainstreamed student with an IEP's performance in his/her class to the attention  
14 of the multi-disciplinary team.

15 **Section 3.6. Educational Support Personnel:** Staff members shall be responsible for  
16 supervising but not evaluating aides assigned to them. Supervisors are encouraged to  
17 ask staff members for input on their assessment of the aide's performance. Staff  
18 members may go to their immediate supervisor to request an observation or conference  
19 regarding the aide for the purpose of evaluating an aide's performance. The observation  
20 or conference shall occur in a timely manner.

21 A. Staff members shall not require an aide to perform duties outside of the aide's job  
22 description.

23 B. Affected staff members may provide input to the building administrator regarding  
24 the hiring of classified support personnel to be assigned to them.

25 C. Staff members shall be notified in a timely manner prior to the selection of  
26 classified support personnel who will be assigned to them.

27 D. If a staff member is required by the District to train aides at a meeting outside the  
28 staff member's normal work day, the staff member will be compensated at the same  
29 rate as provided for summer school instructors.

30 **Section 3.7. Academic Freedom:** The District respects the professional rights of staff  
31 members. Academic freedom will be accorded to staff members within the context of  
32 District goals and objectives. No special limitations shall be placed upon study,  
33 investigation, presenting and interpreting facts and ideas concerning human society, the  
34 physical and biological world and other branches of learning; provided, however, that  
35 this guarantee cannot by law supersede the rules and regulations of the District, the  
36 State Superintendent of Public Instruction, the State Board of Education and state  
37 statutes.

38 A. In the presentation of controversial issues, staff members will make every effort  
39 to effect a balance of biases, divergent points of view and opportunity for  
40 exploration by the students into all sides of the issue.

41 i. In discussing controversial issues, the staff member will encourage  
42 students to express their own views, assuring that it be done in a manner  
43 that gives due respect to one another's rights and opinions.

44 ii. When discussing controversial issues, the staff member will respect

- 1 positions other than his/her own.
- 2 iii. Students will be encouraged by the staff member, after class discussions  
3 and independent inquiry, to reach their own conclusions regarding  
4 controversial issues.
- 5 iv. Prior to scheduling outside speakers, approval of the immediate  
6 supervisor must be obtained. Approval may be withheld when the  
7 District has reason to believe appearance of a guest speaker would be  
8 disruptive or not in the best interest of the education process.
- 9 B. While the staff member must be free to teach, the staff member must always be  
10 concerned that there will be no infringement upon the freedom of those students  
11 the staff member serves.
- 12 C. Within District goals and objectives, staff members shall be responsible for  
13 determining daily methods and materials to be used in the instruction of the  
14 students in their charge. If District approved materials are used consistent with  
15 District goals and objectives, staff members will be supported in their choice of  
16 materials.
- 17 D. Standardized test results of academic progress of students shall not be used in  
18 an improper manner to evaluate the quality of a staff member's service or fitness  
19 for retention.

20 **Section 3.8. Staff Members' Personnel Files:** A confidential permanent personnel file  
21 will be maintained in the District Human Resources Department for each staff member  
22 covered by this Agreement.

- 23 A. Employees shall have the right to review the contents of their personnel file  
24 during office hours, but during the employee's non-instructional time or non-duty  
25 hours. Materials reviewed by the employee and judged to be either derogatory to  
26 the employee's conduct, service, character or personality may be answered by  
27 the employee in writing. Such written responses shall become a part of District  
28 personnel records. Any derogatory statement regarding an employee by a  
29 parent, student or lay person which is to be placed in the employee's personnel  
30 file will be called to the attention of the employee at the time of such placement.  
31 The employee shall have the opportunity to attach a written response to any such  
32 statement.
- 33 B. Staff members may request material of a complimentary nature be placed in their  
34 personnel file maintained by the District Human Resources Department.
- 35 C. With the exception of personal evaluations as required by this Agreement and  
36 state law, a staff member may request removal of the material judged by the staff  
37 member to be derogatory, discriminatory or prejudicial to the staff member's  
38 conduct, service, character or personality. The District reserves the right to make  
39 final determination regarding material to be retained unless a court of competent  
40 jurisdiction determines otherwise. However, should the staff member request  
41 removal of material judged by the staff member to be derogatory, discriminatory  
42 or prejudicial to the staff member's conduct, service, character, or personality and  
43 such material has been in the file five (5) years or more and is mere allegation

1           which has never been substantiated, such material shall be removed.

2           D. All pre-employment information and credentials relating to the staff member  
3           signing a contract with the District will be retained by the District as a separate  
4           file and will not be available for review by the staff member. If requested by the  
5           staff member, confidential pre-employment information which is in the  
6           possession of the District will be returned or destroyed when the employment  
7           process is completed.

8           **Section 3.9. Electronic Signatures:** The district and the association will develop  
9           mutually agreed upon protocols and procedures for electronic signatures in lieu of paper  
10          signatures as legal and appropriate.

11          **Section 3.10. Other:** The District will utilize employee input when planning any new  
12          construction of educational facilities including related movement of staff. Except in an  
13          emergency, the District shall notify all staff members at least two (2) days in advance of  
14          any maintenance or construction that will prohibit instruction in the classroom.

15          **Section 3.11. Board Policies:** An accurate, updated district policy manual shall be  
16          available to staff members on the District website. Following Board adoption of policies  
17          and procedures, the contents will be shared in a timely manner with appropriate staff  
18          members.

19

**ARTICLE 4**  
**WORKING CONDITIONS**

**Section 4.1. Length of Work Day:** The on-site work day for all staff members not otherwise provided for in this Article shall not exceed seven and one-half (7 1/2) hours, except for responsibilities referred to in this Section, Paragraph C, including a thirty (30) minute duty-free lunch. Staff members who are required to travel between buildings in the course of their appointment shall not be scheduled to travel during their duty-free lunch. Staff members shall be available at their respective work sites for the benefit of pupils and patrons at least thirty (30) minutes before the students' school day begins and at least thirty (30) minutes after the students' school day ends. The workday for itinerant personnel is the same in hours as for all other staff members. Those staff members who are not assigned as part of a school faculty will construct their workday so as to fulfill their job requirements as arranged for with the immediate supervisor.

A. Staff members may leave the school grounds during the thirty (30) minute duty-free lunch period after notifying the building administrator or designee. Such right may be denied for emergency reasons. Staff members are required to obtain building administrator's approval to leave the school grounds at times other than the duty-free lunch period.

B. Staff members assigned to the Educational Resources and Administrative Center shall have a workday on-site between 8:00 a.m. and 5:00 p.m. Each staff member will receive a sixty (60) minute duty-free lunch period during this time. Such staff members will have an eight (8) hour work day, excluding lunch, with a flexible starting and lunch time, which is dependent upon the work site.

C. It is agreed that responsibilities dealing with school activities, school wide supervision and control will be shared by all staff members. The building administrator will establish a procedure to ensure equitable participation, within the parameters of Section D below. When a staff member has been assigned an activity and finds that he/she cannot fulfill the responsibility, the staff member is required to report this to the administrator in charge and the staff member will secure another staff member as a replacement, subject to the approval of the administrator.

D. Flex hours: Staff members may be required to contribute no more than twenty (20) additional hours per year over and above the on-site time specified in Section 4.1 and/or the work year calendar described in Section 11.1 Each staff member may be assigned to specific activities, provided such activities do not exceed four (4) hours in duration. This paragraph is not to be construed to include the required participation in staff meetings under the terms of paragraph H below and a school's annual open house or graduation, nor is it intended to imply that activities will be created for the sole purpose of utilizing all of the twenty (20) hours. The additional hours in this paragraph are intended to give principals and building shared leadership teams flexibility to coordinate staff presence at critical meetings, duties or events at school while respecting the individual autonomy and responsibility of certificated staff members as professionals to determine how and when to accomplish the educational goals and mission of their assigned positions. These hours encompass required time for involvement in supervision of student activities, maintenance of order and

1 discipline, working for and with colleagues for common educational goals, and/or  
2 attendance at school related functions. The parties agree that staff members are  
3 encouraged to volunteer to participate in the supervision of student activities,  
4 maintenance of order and discipline, and/or attendance at school-related  
5 functions as the individual staff member chooses to do so in the furtherance of  
6 his or her own professional goals and activities.

7 E. Staff members who are required to commit in excess of twenty (20) hours as  
8 provided for in paragraph D above will be compensated at the rates identified in  
9 Appendix D.

10 F. The building principal, in consultation with each teacher, will schedule teacher  
11 planning time. Such planning time will occur either before, during and/or  
12 following the student instructional part of the teacher's work day.

13 G. Staff members are required to attend staff meetings, unless specifically excused.  
14 Staff meetings will be scheduled on an as needed basis and as far in advance as  
15 possible. Staff meetings may be scheduled before, during or after the  
16 instructional day. Administrators are encouraged to end morning staff meetings  
17 at least ten (10) minutes before the instructional day begins. Staff meetings will  
18 be scheduled so that no staff member shall be required, except in emergencies,  
19 to attend more than one (1) staff meeting in any one calendar week. Building  
20 administrators are encouraged to conduct staff meetings, as much as possible,  
21 within the work day; however, if it is necessary for the staff meeting to exceed the  
22 normal work day, staff members will not be required to remain beyond the normal  
23 work day for more than forty-five (45) minutes unless the principal chooses to  
24 use flex hours described in Section E above, and provides at least one week's  
25 advance notice of the extended length; in no case shall the extended length be  
26 more than seventy-five (75) minutes beyond the normal work day. Principals  
27 may not hold individual staff members beyond the contract day and attribute the  
28 time to staff meetings. Principals will encourage staff participation by allowing all  
29 staff to generate agenda items and work collaboratively to create a balance of  
30 topics. HEA and HSD recognize that a range of issues will be covered at staff  
31 meetings including building operations (nuts and bolts), collaboration among staff  
32 teams and professional development.

33 H. Except in an emergency, staff members at the elementary level shall not be  
34 assigned to recess or before school playground duty.

35 I. Mandatory work performed outside the contracted year will be paid at per diem  
36 rate.

37 **Section 4.2. Instructional Time:** The District shall establish the instructional schedule  
38 appropriate for each school and grade level. It is recognized that bus transportation,  
39 divided reading programs and/or other factors may require deviation from District school  
40 schedules. A full-time instructor shall conduct classes pursuant to the instructional time  
41 required at the appropriate levels.

42 A. The kindergarten level requires that two (2) instructional sessions averaging two  
43 (2) hours thirty (30) minutes each which requires an average of three hundred  
44 (300) minutes each day of the year. All other levels shall require an average of

1 three hundred (300) minutes of instruction each day for the year.

2 B. Each building staff and principal shall meet, discuss and plan options to  
3 determine the use of early release/late start days for the purpose of improving  
4 student learning. Association representatives and principals will affirm annually  
5 that these discussions have occurred.

6 C. This time is intended to be used for group activities, individual activities, and  
7 program planning to address a school's instructional/academic focus.

8 i. Options for the use of this time include projects that reinforce building  
9 initiatives, lesson design work, curriculum planning, classroom work,  
10 grade level work, or teamwork, staff development, long-range planning,  
11 preparation, individual and team projects, observations, visitations, and  
12 development of themes and goals. The District and the Association  
13 recognize the value of group work and individual work to place in  
14 practice the school's plans for improving student learning.

15 ii. These days are not intended for the purpose of report cards, IEPs or  
16 routine correcting of papers.

17 iii. The Association and the District reserve the right to reinstate the 1995-96  
18 contract language at the end of the agreement.

19 **Section 4.3. Non-Instructional Time and Class Coverage:** Elementary teachers shall  
20 be provided with a minimum average of one hundred five (105) minutes of  
21 non-instructional time each work day, exclusive of lunch and recesses, which includes  
22 planning time and thirty (30) minutes before and the thirty (30) minutes after the student  
23 instructional day. Elementary students (K-6) will be provided two hundred twenty-five  
24 (225) minutes per week of instruction by specialists/librarians. Non-elementary teachers  
25 shall be provided with a minimum of one hundred twenty (120) minutes of  
26 non-instructional time each work day, exclusive of lunch and recesses, which includes  
27 planning time and the thirty (30) minutes before and the thirty (30) minutes after the  
28 student instructional day.

29 Daily Planning: HEA members at secondary schools may choose to implement  
30 alternative schedules that do not include daily planning time using the waiver process in  
31 Section 1.10.

32 **Section 4.4. Professional Collaboration Time:** HEA and HSD believe that time for  
33 collaboration among educational professionals for the purpose of promoting student  
34 learning is essential. The following principles will guide the use of PCT:

35 A. Each school's shared leadership team (SLT) will gather input from the certificated  
36 staff to consult with the principal regarding the content, type, and format of  
37 professional collaboration time.

38 B. PCT will be allocated as follows:

39 i. 25% will be reserved for teacher/ESA-directed work by individuals;

- 1                   ii. 25% will be teacher/ESA-directed (with principal notification) collaborative  
2 work by small teams of teachers/specialists on building or district  
3 priorities;
- 4                   iii. 50% will be determined by the building principal, with half of these PCT  
5 days identified and reserved on the work year calendar in Exhibit B for  
6 potential meetings of ESA/specialist groups (i.e., OT/PTs, Psychologists,  
7 Nurses, Counselors, Social Workers, Speech Language Pathologists,  
8 Special Education, Librarians, Music and PE specialists) in cross-school  
9 collaboration with job-alike colleagues.

10           C. Professional collaboration time may include: (1) identification of student learning  
11 needs; (2) a learning/training process; (3) implementation of the learning/training;  
12 and (4) the evaluation/formative assessment of students.

13           D. Professional Collaboration Time (PCT) is scheduled for Fridays as indicated on  
14 the negotiated calendar. PCT involves early dismissal of students (90 minutes). It  
15 is possible that some Fridays will involve late start for students due to adverse  
16 weather, unsafe driving conditions, power outages or other emergencies. Unless  
17 specifically addressed, late start bulletins will be provided to local radio and  
18 television stations and posted on the Highline School District website.

19                   On late start for students of one to two hours: Early dismissal and PCT will occur  
20 as scheduled.

21           E. HSD and HEA acknowledge that PCT will impact the ability to provide the current  
22 contracted amount of average weekly individual planning time for every teacher.  
23 Teacher planning time minutes will be adjusted to accommodate the PCT day  
24 (Fridays) schedule for the duration of the PCT day schedule. The joint  
25 recommendation to administrators and registrars is to make every effort to  
26 accomplish the reduction in planning time as equitably as possible and to look for  
27 ways to adjust weekly schedules to mitigate the loss for those who may be  
28 disproportionately affected on a long term basis.

29           **Section 4.5. Equitable Class Coverage:** The building administrator will ensure  
30 equitable assignment of teachers when covering classes for absent teachers.

31           A. Class coverage for other than substitute unavailability: Use of staff members to  
32 provide coverage of another staff member's class will be assigned in as equitable  
33 a manner as possible; emergencies will be handled on a needs basis. Time  
34 spent covering classes, as directed by the principal, will be counted toward the  
35 fulfillment of the five (5) hours as provided in Article 4, Section 4.1, Paragraph E.

36           B. Substitute Unavailability: If the substitute dispatch office is unable to provide a  
37 substitute for an employee absence, then the certificated employee and long-  
38 term substitutes on the contractual rate covering the class for that employee shall  
39 be paid as follows:

40                   i. Pay for lost planning time: Teachers covering classes during their  
41 planning time shall be paid the extra duty rate for each hour of class time  
42 coverage. If an employee absence requires coverage for one half (1/2)  
43 day or more, the building administrator must call immediately for a

1 substitute. An employee covering a class less than thirty (30) minutes  
2 shall qualify for one-half (1/2) hour of compensation. An employee must  
3 cover a class for a minimum of thirty-one (31) minutes to qualify for one  
4 (1) hour of compensation.

5 ii. Elementary PE and Music and Librarians: PE/Music/Librarian teachers  
6 who substitute instead of providing planning time may be compensated  
7 for lost planning time (Section 4.4, paragraph B.i). PE/Music/Librarian  
8 teachers are not expected to make up missed sections and are therefore  
9 not compensated when they substitute instead of providing planning time.  
10 The classroom teacher is compensated for the missed planning time  
11 (Section 4.4, paragraph B.i).

12 iii. Make up time: Non-supervisory certificated staff may claim up to five  
13 hours of time (at the extra duty rate on the salary schedule) for time  
14 required outside their regular work hours for work that must be 'made up'  
15 as a result of their 'substituting' and therefore inability to perform their  
16 regular duties. An extra duty claim is to be submitted for the extra hours  
17 worked outside the school day.

18 iv. Added responsibility: Staff members who are asked by the principal or  
19 designee to take on more responsibility than required by the contract shall  
20 be paid for up to five hours of extra responsibility (at the extra duty rate).  
21 No additional hours need be worked. If two or more teachers combine to  
22 cover for one missing substitute, the combined time paid will not exceed  
23 five hours.

24 v. Loss of Funds: When an employee's pre-authorized attendance at a  
25 conference or workshop is revoked by the district due to the unavailability  
26 of a substitute, the District shall reimburse the employee for non-  
27 refundable expenses.

28 **Section 4.6. Preparations - Non-Elementary:** Non-elementary teachers will not have  
29 more than three (3) preparations plus an Advisory preparation. If four (4) or more content  
30 area preparations are necessary, the HEA president shall be notified, to ensure that any  
31 additional preparation is assigned by mutual agreement between the teacher and the  
32 building administrator.

33 **Section 4.7. Elementary Itinerant Staff:** Elementary itinerant personnel who are  
34 assigned to classes in order to provide planning time for teachers shall have full  
35 responsibility for the students assigned to them. The regularly assigned teacher shall  
36 not be required to be present with their classes during their assigned planning periods.

37 **Section 4.8. Facilities:** Each staff member, including itinerants and part-time  
38 employees, who normally require the use of a classroom in the exercise of his/her  
39 duties, shall have a classroom or an appropriate space assigned for his/her use. No  
40 staff member shall be required to move from classroom to classroom on a regular basis  
41 to perform his/her duties unless by individual preference, or when operating in a cluster  
42 model, or unless there is no other reasonable option.

43  
44 A. A separate desk with adequate drawer space and a serviceable chair shall be  
45 provided for each staff member.

- 1 B. The District will provide suitable and secure space for each staff member to store  
2 personal articles and instructional materials.
- 3 C. Teaching personnel shall be provided with a copy of the text(s) they are required  
4 to use for instruction in assigned subjects.
- 5 D. The building administrator will schedule appropriate workspace in cooperation  
6 with itinerants assigned to the building.
- 7 E. Telephone facilities shall be made available to staff members for their reasonable  
8 use; however, school district business shall have first priority. Personal  
9 long-distance calls shall be made only in emergencies, and at the staff member's  
10 expense.
- 11 F. Each staff member's work area shall be provided with adequate heat, light and  
12 ventilation. The district's environmental/air quality procedures will be shared with  
13 all members annually.
- 14 G. The District will make a reasonable effort to maintain clean classrooms.
- 15 H. Occupational and physical therapist centers will be designated across the district.  
16 At those centers the following will be provided:
- 17 i. Space which is free of furniture and is accessible for all students;
- 18 ii. Teacher desk, chair and filing cabinet;
- 19 iii. Locked storage space for equipment;
- 20 iv. Student table(s) and chair(s);
- 21 v. Chalkboard and mat;
- 22 vi. At non-center sites, where small numbers of students are served, items  
23 iii, iv, and v will be provided if requested by the therapist.
- 24 I. When school is not in session, a staff member will have access to his/her  
25 assigned building(s) upon approval of the building principal and consistent with  
26 District security requirements.
- 27 J. Adequate off-street parking facilities shall be provided to staff members.
- 28 K. The District will make available in each school restroom facilities exclusively for  
29 non-student use, separate for each sex.
- 30 L. Each school shall have at least one (1) room appropriately furnished and  
31 properly ventilated which shall be used as a faculty lounge.

32 **Section 4.9. Office Equipment:** Office duplicating equipment, copy machines and  
33 clerical services shall be made available to staff members for preparation of instructional  
34 materials subject to scheduling and priority as determined by the building principal. A  
35 copy machine shall be maintained in each school. All employees shall be provided

1 training and allowed to use office duplicating and copy machines for school related  
2 business. The District accepts the responsibility for upgrading and providing instructional  
3 equipment and facilities.

4 **Section 4.10. Classroom Interruptions:** A reasonable effort will be made by building  
5 administrators to minimize public address system and personnel interruptions of the  
6 classrooms during the instructional day.

7 **Section 4.11. Visitors:** All visitors to a classroom during the instructional day, other than  
8 District personnel, are required to obtain prior approval from the building principal. Prior  
9 to granting approval for such a visit, the principal will make arrangements with the  
10 teacher for a specific time, which is convenient for the involved parties. The teacher  
11 should verify that approval for the visit has been granted. If electronic monitoring or  
12 recording devices are to be used by the visitor during an observation/conference, prior  
13 approval from the principal and classroom teacher is required. The teacher may avail  
14 himself/herself of the opportunity to confer with the visitor before and following the  
15 observation.

16 **Section 4.12. Shared Leadership:** The District and Association endorse the concept of  
17 shared leadership as the preferred manner in which to make many building decisions  
18 and/or recommendations to staff and principal. Each school will elect representatives to  
19 work with the principal on a Shared Leadership Team. The Principal and HEA  
20 representative(s) will work together to develop an election process to select the HEA  
21 members of the Shared Leadership Team. The election process will be clearly defined  
22 in writing and explained to all staff. The election will be by ballot and conducted by HEA  
23 representatives in a fashion to ensure maximum participation by staff.

24 A. **Team Composition:** Each site has the flexibility to develop their own  
25 characteristics with the following guidelines which should be documented in  
26 writing:

- 27 i. The exact composition of the team (number of members, representations,  
28 etc.) is to be determined by the staff.
- 29 ii. Schools will determine the term of office of their leadership team.
- 30 iii. Each shared leadership team should agree upon working procedures (i.e.  
31 how meetings are convened, who chairs, agenda, and communication  
32 with the rest of the staff).

33 B. **Training/Support:** The District will provide up to three days of release time to up  
34 to ten school leadership teams each year for the purpose of establishing  
35 procedures and training members. The District and Association will jointly select  
36 the schools to be granted release time each year. All schools that have not  
37 accessed support, or schools that have a new principal, will receive a special  
38 invitation sent to association representatives and principals. This invitation will  
39 outline how to access funds for release time, including options of how to access  
40 additional support.

- 41 i. On or before September 15, the district and the association shall notify  
42 principals and building representatives of the availability of support for  
43 shared leadership. To access these funds, the principal and building

- 1 representative(s) will jointly submit in writing their interest by  
2 November15th to both the Human Resources Director and the HEA  
3 President. If ten or fewer buildings apply, all buildings with the support of  
4 both the principal and the building representative(s) will be selected.
- 5 ii. Leadership teams may request assistance from outside consultants or  
6 internal experts about issues such as building consensus, clarifying roles  
7 and developing a shared vision. A joint, ad-hoc committee will develop a  
8 menu of consultants, internal experts, or trainings that schools can  
9 access. Schools that have not accessed release time will receive priority  
10 support/assistance.
- 11 iii. Leadership team decisions may not violate negotiated contracts, school  
12 board policy, school board procedures, or state and federal statutes.
- 13 C. The bargaining team will have ongoing discussions regarding the following:
- 14 i. Clarify the type of decisions that the shared leadership teams can actually  
15 decide upon.
- 16 ii. Provide ongoing evaluation of the effectiveness of Shared Leadership.
- 17 iii. Explore training options in support of shared decision making.
- 18
- 19 D. Staff on leadership teams will be paid a stipend as per Appendix D.
- 20 E. Each shared leadership team shall determine what issues will be addressed.  
21 However, each leadership team will address the following:
- 22 i. All employees will be notified of the amount and provided opportunities for  
23 input of expenditures of funds available to the building. When an  
24 employee wants information about his/her budget requests, the building  
25 administrator or designee will provide a status report.
- 26 ii. Discuss possible uses of District Initiative Days, per Article 11, Section  
27 11.1, Paragraph C.

28 **Section 4.13. Conferences:** For the duration of this collective bargaining agreement,  
29 the District will apply to the State Board of Education for a waiver of three student school  
30 days for the purpose of conducting family/teacher conferences.

- 31
- 32 A. Elementary family/teacher conferences shall be scheduled for three (3)  
33 consecutive school days the week of Thanksgiving.
- 34
- 35 B. Two non-student days will be scheduled for secondary family/teacher  
36 conferences: the Wednesday before Thanksgiving and the first Friday of the  
37 fourth quarter.
- 38
- 39 i. Teachers will conference with families for 3.5 hours after the regular  
40 school day on the day before the non-student day and for 3.5 hours in the  
41 morning of the non-student day. The remainder of the non-student day  
42 will be a non-workday for teachers as compensation for conferencing the  
43 previous evening.

- 1           ii. Actual conference dates may vary from the default plan described above  
2            (and marked as such on the school calendar) as schools will have the  
3            flexibility to meet the needs of families by conferencing before or after  
4            regular school days in the fall between the end of the first quarter and the  
5            Thanksgiving break and in the spring within ten (10) school days before  
6            or after the end of the third quarter. The designated non-student day will  
7            be a partial or full non-work day for teachers for an equivalent number of  
8            hours that employees have conferenced at other times. The conference  
9            plan may include the same scheduled day for all teachers in the building  
10           or a plan in which different teachers are responsible for conferencing with  
11           families on different days. Each school's Shared Leadership Team (SLT)  
12           will propose to the staff when conferences will be held. School staff will  
13           choose its preferred plan by majority vote, using a secret ballot if desired.  
14           The building's conference plan will be submitted to the District Chief  
15           Academic Officer and the Association President no later than October 15.  
16

17       **Section 4.14. Special Education IEPs:** All special education teachers, with the  
18       exception of B and C below, shall have a total of 1.5 hours of release time and/or  
19       compensation per student for every annual IEP conference and/or preparation.

20       A. Special Education Teachers: I.E.P. compensation shall be paid as follows:

- 21           i. In September, each special education employee shall receive advanced  
22            payment for fifteen (15) hours of time at the extra-duty pay rate.
- 23           ii. Staff will be paid on a monthly basis for any timely IEPs written in excess  
24            of ten (10). This is in addition to the September payment. Any out of  
25            compliance IEP of a new move-in student completed within 30 day  
26            validation window will be compensated. If an IEP deadline is not met due  
27            to extenuating circumstances beyond the staff member's control, the IEP  
28            case manager may submit a request for consideration of payment to the  
29            director of Special Education along with documentation and building  
30            administrator's signature. The request for consideration shall be  
31            submitted within 30 days of the IEP deadline and after IEP is completed.  
32            Reasonable requests will be honored.
- 33           iii. Additional compensation may be granted for extenuating circumstances  
34            at the discretion of the director of Special Education.

35       B. Nurses, Occupational Therapists, Physical Therapists, Speech- Language  
36       Pathologists and Vision Specialists:

- 37           i. In September each above employee shall receive advance payment for  
38            fifteen (15) hours of time per employee FTE at the extra-duty pay rate for  
39            participation and contributions to IEP goals and objectives.
- 40           ii. Staff will be paid on a monthly basis for any IEPs written in excess of ten  
41            (10). This is in addition to the September payment.
- 42           iii. If an in-district IEP is not completed in time to qualify it for funding, the  
43            special education administrator will consult with the IEP manager to

1 determine a plan to complete the IEP. If there is reasonable concern that  
2 it will not be completed in a timely fashion, then the District offer the IEP  
3 to another qualified staff member.

4 iv. Additional IEP compensated time may be granted by the director of  
5 special education (but not to exceed .2 times the number of that  
6 employee's students with IEPs).

7 C. Adaptive P.E. Teachers: Adaptive P.E. teachers shall have a total of .50 hours of  
8 release time and/or compensation per student with an IEP to prepare for and/or  
9 attend annual IEP conferences. Release time will be from student contact hours.  
10 Substitute time shall be provided upon request of the employee. Additional IEP  
11 release time may be granted at the discretion of the director of instructional  
12 support services (but not to exceed .2 times the number of that employee's  
13 students with IEPs).

14 D. All IEP's shall be renewed annually. Teachers of early childhood education and  
15 secondary deaf and hard of hearing shall consult with the director of special  
16 education to determine the need for spring IEP's. In the event that the Special  
17 Education Department shall institute procedures for formal spring updates of  
18 IEPs, special education teachers shall have an additional half (1/2) hour per  
19 student for this purpose.

20 **Section 4.15. Student Enrollment and Staff Allocation**: In planning for each school  
21 year the District shall allocate classroom staff members to each building (allocations are  
22 subject to modification for innovative educational programs as approved by the  
23 Superintendent or designee upon recommendation of the principal after consultation and  
24 planning with staff members based upon each building's estimated average yearly  
25 enrollment, using the following formulas:

26 A. Elementary Schools (K-6)

27 i. Kindergarten staff members will be allocated to each building by dividing  
28 the building's average yearly kindergarten enrollment by twenty-three and  
29 one-half (23.5) carried out to the nearest half-staff member.

30  
31 ii. Primary (grades 1-3) staff members will be allocated to each building by  
32 dividing each building's first through third grade average yearly  
33 enrollment by twenty-four (24), carried out to the next highest full staff  
34 member (rounded up from .5).

35 iii. Intermediate staff members will be allocated to each building by dividing  
36 each building's fourth through sixth grade average yearly enrollment by  
37 twenty-six and one half (26.5) carried out to the next highest full staff  
38 member (rounded up from .5).

39 iv. Resource Room students (K-6) shall be counted in regular classrooms as  
40 1.0 FTE regular students for allocation purposes.

41 B. Secondary Schools (7-12)

42 i. Middle School staff members will be allocated to each building by dividing  
43 the Middle School's average yearly enrollment by twenty-eight (28)

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carried out to the nearest half-staff member.

- ii. High School staff members will be allocated to each building by dividing the High School's average yearly enrollment by twenty-eight and one half (28.5) carried out to the nearest half-staff member.

C. Special "Flex" Allocation In addition to the staff allocations provided for elementary and secondary schools above, a total of twenty-one (21) additional staff will be allocated district-wide. An HEA representative (President or designee) will be invited to weekly meetings in September to analyze class sizes by school and determine best courses of action (possible use of flex teachers, split classes, student balancing, etc.) to meet class size limits of this agreement.

D. Special Education: Staffing will be reviewed after the October 1 and February 1 counts. For additional resources at anytime, school teams (special education teacher, principal, and program specialist as a minimum) in collaboration can jointly determine and request additional resources to meet student needs. Student, staff and/or classroom schedule matrix will be used to formulate resource recommendations. A response to the request will be made to the school team within ten (10) school days. Special Education will use the following certificated staff ratios:

District Program	Student to Teacher Ratio
Early Childhood *8 students with IEPs + 4 typically developing peers	12*:1
Integrated Kindergarten *7 students with IEPs + 11 typically developing peers	18*:1
Learning Resource Centers (LRC) Realistic Transition Program (RTP)	27:1
Self-Contained Classrooms – Integrated Learning Centers (ILC)	8:1
Intensive Academic (IAC) Program: IAC Program will have a cap of 13:1	13:1
Self-Contained Classrooms - Emotional and Behavioral Center (EBC)	8:1
Self-Contained - Deaf and Hard of Hearing: Preschool - Primary	6:1
Self-Contained - Deaf and Hard of Hearing: Intermediate	8:1
Self-Contained - Deaf and Hard of Hearing: Secondary	9:1
Visually Impaired	Itinerant Model

21

1 E. Instructional Assistant Time: Instructional Assistant time shall be allocated to  
 2 special education programs according to the following process:

3

District Program	Instructional Assistant Time (in HRS) per Certified FTE
Early Childhood Special Education **To be implemented in 2017-18	6 **12
Learning Resource Centers (LRCs)	4
Self-Contained Classrooms – Integrated Learning Centers (ILC)	6.5
Intensive Academic (IAC) Program	6.5
Self-Contained Classrooms - Emotional and Behavioral Center (EBC)	6.5
Self-Contained - Deaf and Hard of Hearing: Preschool - Primary	6.5
Self-Contained - Deaf and Hard of Hearing: Intermediate	4
Self-Contained - Deaf and Hard of Hearing: Secondary	4
When a student is included in a regular classroom, the use of the allocation of instructional assistant time shall be determined by the multi-disciplinary team. When circumstances require, the use of the allocation may be temporarily adjusted by the special education teacher and the principal.	

4 \*\*Levy Contingency: ECE Paraeducator staffing shall reopen at the request of either  
 5 party should the District fail to pass a levy to support the maintenance and operations of  
 6 the District with two levy collections for any particular school year or should the  
 7 Legislature reduce, invalidate, or otherwise limit the District's authority to collect a  
 8 maintenance and operations levy at the level in effect at the time of ratification of this  
 9 Agreement.

10

11 F. Learning Resource Centers Caseload Mitigation: If a certificated staff member  
 12 has more than 27 IEPs, then IA time will be increased to 6.5 hours.

13 i. If LRC teachers' caseload exceeds 34 IEPs then .5 special education  
 14 endorsed substitute teacher will be assigned for as long as the caseload  
 15 exceeds 34; the assignment of a .5 FTE special education substitute will  
 16 reduce the IEP count by assigning IEP's to the .5 FTE substitute; any  
 17 excess will be paid in accordance with the IEP Mitigation Table; for  
 18 example, a caseload of 34 IEPs divided between the 1.0 FTE SPED  
 19 teacher and .5 FTE sped teacher would be 27 IEPs for the 1.0 FTE and  
 20 seven IEPs for the .5 FTE teacher. Should the 1.0 SPED teacher receive  
 21 additional IEPs any over 27 would be paid in accordance with the IEP  
 22 Mitigation Table, similarly, should the .5 FTE SPED teacher receive more  
 23 than 14 IEPs the teacher would be paid in accordance with the IEP  
 24 Mitigation Table. If sufficient FTE is not available to mitigate for LRC  
 25 caseloads above 34, the mitigation table shall be extrapolated in the  
 26 established pattern to mitigate the overage.

- 1 ii. HSD will mitigate (not to exceed \$150,000) excess LRC IEPs. HSD will  
2 monitor the total cost of mitigation beginning on the first day of school. A  
3 mid-year Labor Management session with HEA and Special Education  
4 department will be convened to review the expenditures to date and  
5 determine adjustment of the IEP Mitigation Table to maximize LRC  
6 teacher compensation without exceeding \$150,000 ceiling. Mitigation for  
7 LRC overloads begins October 1 in accordance with the following table:

8 IEP MITIGATION TABLE  
9

10 28 IEPs = 1 student over caseload limit of IEPs= \$3 per IEP per day  
11 29 IEPs = 2 students over caseload limit of IEP's = \$4 per IEP per day  
12 30 IEPs = 3 students over caseload limit of IEP's = \$5 per IEP per day  
13 31 IEPs = 4 students over caseload limit of IEP's = \$6 per IEP per day  
14 32 IEPs = 5 students over caseload limit of IEP's = \$7 per IEP per day  
15 33 IEPs = 6 students over caseload limit of IEP's = \$8 per IEP per day  
16 34+ IEPs =7 students over caseload limit of IEP's =\$9 per IEP per day  
17 Case load limits for less than 1.0 FTE will be prorated  
18

- 19 iii. Alternatives to the mitigation chart, (including converting certificated FTE  
20 to IA hours), may be allowed if mutually agreed to by the principal and  
21 LRC teacher(s) and after consultation with the HEA President. If LRC  
22 teacher current caseload exceeds 27 IEPs and IA time is mutually agreed  
23 upon, IEP compensation will be two hours at the extra duty pay rate per  
24 IEP.  
25

26 G. Integrated Learning Centers (ILC), Emotional and Behavioral Center (EBC), Deaf  
27 and Hard of Hearing (DHH) and Intensive Academic Centers (IAC) and Early  
28 Childhood Special Education (ECE):

- 29 i. When DHH, or ILC, or, EBC classroom exceeds the District ratio by one  
30 (1) student one (1) additional hour of aide time shall be allocated to that  
31 class.
- 32 ii. If a certificated staff member in an ILC or EBC class has more than 10  
33 IEPs, then more certificated staff time will be allocated.
- 34 iii. Two 6.5 hour paras will be assigned to ILCs with at least four students  
35 who require significant physical care, supervision or assistance for  
36 personal care, toileting, feeding, positioning or mobility.
- 37 iv. For Deaf and Hard of Hearing classes, if IEPs exceed seven (primary or  
38 preschool), ten (intermediate) or eleven (secondary), then more  
39 certificated staff time will be allocated.
- 40 v. Intensive Academic Center (IAC): In the case of hardship and the need  
41 exists to exceed student ratio of 13 by one, and the teacher and principal  
42 agree to accept the overload, with the notification and approval of the  
43 HEA President, then one (1) additional hour of IA time will be allocated or  
44 teacher will receive \$15 per day. If compensation is chosen, the  
45 compensation will be enacted following a 10-day grace period and  
46 retroactive to the first day that the overage occurred.

1 vi. Extended Day for providing planning and services for autistic ECE  
2 students will be paid in accordance with Appendix D, paragraph J “Extra  
3 Duty” at the rate of \$30 per hour, not to exceed two hours per week  
4 without approval. Para-professional support will be allocated on a two to  
5 one (2:1) student to staff model.

6 H. English Language Learner: English Language Learner (ELL) staff will be  
7 determined by a student ratio of eighteen (18) to one (1).

8 I. Counselors: All counselors shall have full time counseling responsibilities.  
9 Pursuant to the rules established by the State Board of Education, all school  
10 counselors employed by the Highline Public Schools shall hold a valid  
11 Educational Staff Associate (ESA) Counseling Certificate. In accordance with  
12 RCW 28A.410.043, the purpose and role of the school counselor is to plan,  
13 organize, and deliver a comprehensive school guidance and counseling  
14 programs that personalizes education and supports, promotes, and enhances the  
15 academic, personal, social, and career development of all students, based on the  
16 national standards for school counseling programs of the American School  
17 Counselor Association (ASCA).

18  
19 i. There shall be one (1) elementary counselor for each seven hundred  
20 ninety-five (795) elementary students. Elementary counselors will not be  
21 assigned to more than two (2) buildings.

22 ii. Secondary school counselors shall be allocated using the following  
23 enrollment table. Comprehensive high schools and middle schools will  
24 maintain a minimum of 3.0 FTE counselors and 1.5 FTE counselors  
25 respectively. If an opening occurs, a high school or middle school’s  
26 leadership team, including the principal, may decide to utilize a social  
27 worker or other ESA in place of a counselor, provided that the minimum  
28 amount of counselor FTE is maintained.

29 Regular Enrollment plus 1.5 Weighted\*

	<u>Special Student</u>	<u>Counselor</u>
30		
31	1 - 450 449	1
32	451 - 850 399	2
33	851 - 1300 449	3
34	1301 - 1650 349	4
35	1651 - 2100 449	5
36	2101 - 2550 449	6

37 \*Students with IEPs and Students who are English Language Learners.

38 iii. At PSSC, there will be a .5 FTE counselor. When an opening occurs,  
39 except through an administrative transfer, PSSC may use this allocation  
40 to support other ESA positions.

41 J. Librarians: There will be one full librarian at each elementary school.

42 i. Each elementary student will be provided with an average of forty-five  
43 (45) minutes per week of instructional time by the building’s librarian. The  
44 librarians and individual teachers, in consultation with the building  
45 principal, will mutually agree on a monthly schedule. Library time will not

1 be “banked” beyond three hours without consent.

2 ii. The District will provide elementary library assistant time based on the  
3 following allocation schedule:

<u>Bldg. Head Count</u>	<u>Daily Assistant Hours</u>
0 - 375	2
376 - 425	3
426 – 475	4
476 - 525	5
526+	6

4 iii. Elementary librarians teaching 23-25 sections are entitled to one  
5 additional hour of library assistant time per day. Elementary librarians  
6 teaching 26 sections and above are entitled to two hours of additional  
7 hours of library assistant time per day.

8 iv. The District will provide 5 hours per day of library assistant time to each  
9 high school and 4 hours per day to each middle school.

10 K. Psychologists: In school year 2015-16, Psychologists shall be assigned using a  
11 950:1 total student enrollment ratio as determined by the October 1 enrollment  
12 figures. Beginning in school year 2016-17, psychologists shall be assigned using  
13 a 900:1 total student enrollment ratio as determined by the October 1 enrollment  
14 figures. An additional 1.7 FTE will be added to support Child Find.

15 L. Speech-Language Pathologists (SLP): The District will allocate FTE for Speech-  
16 Language Pathologists so as to provide an average caseload of 45:1 (using the  
17 February 1 caseload count from the previous school year). Individual caseloads  
18 may vary above or below 45. The SLP designee and special education  
19 administrator will determine assignments after consultation with the SLPs. In  
20 school year 2015-16, an additional .3 FTE will be added to support Child Find.  
21 Beginning in school year 2016-17, an additional .3 FTE, for a total of .6 FTE, will  
22 be added to support Child Find.

23 M. Occupational and Physical Therapists: The district will allocate FTE for  
24 Occupational and Physical Therapists (OTs/PTs) so as to provide an average  
25 caseload of 31:1. Individual caseloads may vary above or below 31. The OT/PT  
26 designee and special education administrator will determine assignments after  
27 consultation with the OT/PTs. In school year 2015-16, an additional .3 FTE will  
28 be added to support Child Find. Beginning in school year 2016-17, an additional  
29 .3 FTE, for a total of .6 FTE, will be added to support Child Find.

30 i. In addition to allocating OT/PT FTE as above, the District will also  
31 allocate a fund equivalent to an additional .5 FTE to be used for hiring  
32 assistant time, certificated time, or as an overload fund. The OT/PT  
33 administrator and designee will determine the use of these funds after  
34 consultation with the OT/PTs.  
35

36 ii. The District will provide OT/PTs who lack appropriate phone access with  
37 at least a \$25 per month stipend to reimburse use of personal cell phones  
38 for work-related calls.

1 N. Nurses: In school year 2015-16, the District will maintain at least 15.7 FTE  
2 nurses. In addition to these 15.7 FTE, the District will also allocate .4 FTE to be  
3 used as a substitute or float position. Beginning in school year 2016-17, the  
4 District will maintain at least 16.2 FTE nurses. In addition to these 16.2 FTE, the  
5 District will also allocate .4 FTE to be used as a substitute or float position.

6 i. The District will issue extra duty contracts for any additional work required  
7 to be completed before the start of school.

8 ii. Nurses will be permitted to meet monthly on scheduled early release  
9 days.

10 iii. The District will provide appropriate equipment and institute appropriate  
11 procedures to ensure confidentiality of student health records consistent  
12 with legal and licensure requirements.

13 iv. The District will provide a \$25,000 fund for overload work done during the  
14 school year. The nurse administrator and designee will determine the  
15 use of these funds after consultation with the nurses.

16 O. Social Workers and Audiologists: The District will maintain at least two social  
17 workers, to be adjusted to four social workers in 2017-18. The District will  
18 maintain one audiologist.

19 P. Assistive Technology: The District will allocate .4 FTE for the purpose of  
20 facilitating implementation of assistive technology.

21 Q. Early Childhood Extended Day: The District will allocate 1.0 FTE for the purpose  
22 of supporting the Early Childhood Extended Day Program. This teacher will  
23 develop the program and train the paraprofessional staff to implement the  
24 program. Paraprofessional staff will be allocated at a 2:1 model.

25 R. Loss of Funding: In the event of a double levy failure, the Association and the  
26 District shall meet to agree to an equitable reduction in force of counselors,  
27 librarians, psychologist, speech language pathologist, occupational therapist,  
28 physical therapist, nurses, social workers, and audiologist.

29  
30 **Section 4.16. Class Size and Workload**: Each week during September, the Human  
31 Resources Department, in conjunction with each building, will review and monitor  
32 student and staff counts. Additional certificated staff will be allocated as quickly as  
33 possible. The Human Resources director shall meet to review initial staff allocations and  
34 student counts with the Association by the 8<sup>th</sup> student day. Adjustments to staff  
35 allocation will be provided to the Association president weekly. Staff member allocations  
36 for each building, consistent with the above formulas, will be established within two (2)  
37 working days of the October state enrollment count date of each year. Adjustments  
38 after that date will be determined monthly by the director of Human Resources  
39 consistent with the above formulas.

40 A. Principals, when making class assignments, will give consideration to factors  
41 which influence load, such as abilities and instructional techniques required. A  
42 principal, after consulting with his/her staff, may utilize a seven (7) hour teacher  
43 aide in lieu of one-half (1/2) a staff member from building allocation.

44 B. Mainstreaming Factor: In elementary schools with self-contained programs, a

1 school-identified team shall review the students assigned to each self-contained  
 2 program and determine the number of students who are projected to be  
 3 mainstreamed throughout the year. These students are counted as 1.5 FTE for  
 4 staffing. Elementary schools with self-contained classrooms that utilize  
 5 mainstreaming to support student needs (e.g. DHH, EBC, IAC, ELL) shall  
 6 reserve spots in one or more identified general education classrooms for  
 7 anticipated mainstreaming.

8 C. Elementary Class Size: The District and the Association recognize that  
 9 reasonable class size and workload should be attained for optimum learning.  
 10 Maximum learning efficiency occurs when the number of student contacts per  
 11 employee is kept at reasonable levels.

	Students Per Staff
Kindergarten	24:1 per class
Primary (grades 1-3)	25:1 per day
Intermediate (grades 4-6)	27:1 per day

12 D. Secondary (Middle and High School) Class Size:

13 i. Class size in middle and high schools with less than a six period schedule  
 14 will be at a student to teacher ratio of 33:1 (99 per day) with individual  
 15 class capacity limited to 35 students. PE classes will be at a student to  
 16 teacher ratio of 38:1 (114 per day) with individual class capacity at 40  
 17 students.

18 ii. Class size in middle and high schools with a six period schedule will be at  
 19 a student to teacher ratio of 29:1 (145 per day) with individual class  
 20 capacity limited to 32 students. PE classes will be at a student to  
 21 teacher ratio of 33:1 (165 per day) with individual class capacity limited at  
 22 36.

23 **Section 4.17. English Language Learners – Elementary Schools**: Elementary  
 24 schools will serve the English Language Learners (ELL) in their service areas. The  
 25 District will provide timely and appropriate training in ELL teaching methods, including  
 26 initial training for new hires and transfers. The following applies to grades 1-6:

27 A. ELL Per Student Allocation (EPSA): The District will allocate \$500 per ELL  
 28 student per year to elementary schools for use in an ELL plan.

29 B. Staff Development of ELL Plans: The staff and principal will collaboratively  
 30 examine and discuss options for serving ELL students. Schools are encouraged  
 31 to decide on their plan for the following school year thirty days after receiving  
 32 notice of their allocation but no later than the end of the school year. The district  
 33 and association may mutually agree to extend the timeline.

34 C. Staff Approval of ELL Plan: Staff will choose its preferred plan by majority vote,  
 35 using a secret ballot if desired.

1 D. Lack of Consensus for ELL Plan: If agreement on an ELL Plan is not reached, the  
2 EPSA will be used to create certificated FTE to work directly with students (with  
3 leadership team (SLT) determining the use of any leftover amounts). The District  
4 will not approve plans that would create fewer classrooms than the number  
5 required by Section 4.14. Student Enrollment and Staff Allocation, Paragraph A,  
6 Elementary Schools, K-6. All plans must observe the following parameters:

7 i. If a school creates an ELL classroom there will not be more than 21  
8 students assigned to it. The added cost of staffing at this ratio is charged  
9 to the school's EPSA.

10 ii. The EPSA may be used only for the following purposes; certificated FTE,  
11 certificated extra duty, classified classroom support, certificated  
12 professional development and classified professional development (no  
13 more than 4% of the EPSA may be used for other purposes).

14 iii. Mandatory District training on ELL teaching methods, including initial  
15 training for new hires and transfers will not be charged against the  
16 school's EPSA.

17 **Section 4.18. All Day Kindergarten:** Each section will be assigned at least three hours  
18 of instructional assistant time.

19 **Section 4.19. Class Size Mitigation:**

20 A. Elementary Level: Student enrollment will be counted on October 1 for purposes  
21 of addressing class size overload. When a student is mainstreamed for .5 or  
22 above, the student shall be counted on both the general education and special  
23 education (e.g. DHH, EBC, IAC, ELL) teachers' rosters. Students who are pulled  
24 out of the general education classroom for instructional support are not deducted.  
25 Any combination or split-grade class shall be at least one (1) student less than  
26 the equivalent regular class. Beginning on October 1 of each year the district will  
27 assign compensation or paraeducator hours to mitigate class size overload as  
28 indicated below. HSD will exhaust all practical options to maintain class size  
29 limits established by Section 4.16, Class Size and Workload, Paragraph C;  
30 however, if overloads are necessary to avoid balancing of students to another  
31 school the following applies:

32  
33 i. One student over class size the teacher receives \$10.00 per day for the  
34 extra student for each day that an overload one student exists.

35 ii. Two students over class size the teacher receives \$15.00 per day for the  
36 extra two students for each day that an overload two students exists.

37 iii. Three students over class size the teacher receives \$20.00 per day for  
38 the extra three students for each day that an overload of three students  
39 exists.

40 iv. In extreme hardship cases, and after consultation with the HEA President,  
41 a teacher may agree to take a fourth student over class size, and the

1 teacher will receive \$25.00 per day for the four extra students for each  
2 day that an overload for of four students exists.

3 v. Prior to October 1, the building principal will consult with teachers  
4 anticipated to have counts two or three students over the class size limits  
5 regarding the option of paraprofessional support. If four or more teachers  
6 of those teachers (in increments of four teachers) would prefer to have  
7 one hour each of paraprofessional support in lieu of financial mitigation,  
8 that option shall be provided by the District. The district reserves the  
9 right to assign paraeducator time when and where necessary, provided  
10 that if more teachers are overloaded than paraeducator time is to be  
11 assigned, the most senior teachers may choose first whether to receive  
12 paraeducator time or financial mitigation.

13 1. Additional paraeducator time will not be assigned after the initial  
14 allocation based on the October 1 count each year; however,  
15 paraeducator hours may be reduced if student losses eliminate  
16 class size overloads.

17 2. If paraeducator time is assigned but the paraeducator is absent for  
18 more than 10 consecutive school days without a substitute, the  
19 teacher will be paid financial mitigation as above for the duration of  
20 the absence.

21 B. Secondary (Middle and High School) Level: Class size for secondary schools  
22 with a six period schedule will be 29:1 ratio (145 student load) with individual  
23 class limitations at 32 students. PE will be 33:1 ratio (165 student load) with  
24 individual class limitations at 36. Classes in schools with less than a six period  
25 schedule will be at a 33:1 ratio (not to exceed 132 student load) with individual  
26 class limitations at 35. PE will be 38:1 (not to exceed 152 student load) with  
27 individual class caps at 40. Beginning on October 1 of each year the district  
28 will mitigate class size overload using the following:

29 i. Principals will work to meet the above class size limits. All options aimed  
30 at reducing individual class overages will be exhausted before allowing an  
31 exception to class size.

32 ii. Exceptions to individual class size will be mitigated by payment to  
33 adversely effected teachers of \$2 per student over class limit (32, or 36  
34 for PE) per day.

35 iii. Exceptions to student load limits will be mitigated by payment to  
36 adversely effected teachers of \$10 per student per day over the student  
37 load limit. Note: If a teacher has three periods with classes one student  
38 over the class size limit and exceeds the student load limit by one  
39 student the teacher receives \$14 per day (\$2 for two of the students and  
40 \$10 for the third student).

41 iv. Schools opting for an alternative schedule (block) will use the student  
42 load cap formula for mitigation.

1 **Section 4.20. Advisory:** Each secondary school shall have an Advisory program that  
2 adequately meets the four over-arching, district-wide outcomes of Personal  
3 Development, Social Development, Academic Development and College/Career  
4 Opportunities. No more than fifty percent of Advisory minutes may be dedicated to any  
5 one of these four outcomes.

6  
7 Advisory structures and instructional supports shall be developed by the school's Shared  
8 Leadership Team (SLT), or a volunteer Advisory committee. Participation on a volunteer  
9 Advisory committee shall be open to all certificated staff members in the school. This  
10 work shall include making recommendations to the staff and principal on decisions such  
11 as, but not limited to: whether to assign graduation credit for Advisory, how many  
12 minutes per week to conduct Advisory, how Advisory will be used to support the  
13 implementation of Student Led Conferences, and the intended school-specific outcomes  
14 for the Advisory period. School based decisions about advisory must not adversely  
15 impact any other contractual obligations.

16  
17 Advisory students shall be weighted at .25 FTE per Advisory period of 70 minutes per  
18 week. Student count may go over 145\* up to 151 without mitigation, if the additional  
19 students above 145 are only due to Advisory.

20 \*Adjustments of 6 student FTE shall be made to the student load for specified teaching  
21 categories outlined in current contract language, e.g.: Music, PE, Special Education, to  
22 allow for Advisory as specified above.

23 Advisory teachers will be provided with time, within contractual parameters, for Advisory  
24 planning/collaboration (e.g. administratively-directed Professional Collaboration Time  
25 (PCT), staff meeting time and/or other as determined by the SLT/Advisory committee).  
26 The District will ensure that an optional comprehensive curriculum is available for  
27 teachers to use to address the Advisory goals (no later than January 1, 2014). This  
28 curriculum shall include sets of daily lesson plans for optional use that address that are  
29 sufficient to support all four district-wide outcomes for Advisory.

30 **Section 4.21. Outdoor Education at Camp Waskowitz:** While supervising students at  
31 Camp Waskowitz, the following will apply:

32 A. Teacher attendance for meals and meal programs will be rotated.

33 B. Teacher responsibility for activities before 9:00 am and after 4:00 pm will be  
34 rotated where appropriate. Teachers shall have at least 90 minutes of duty free  
35 time between 4 pm and 9 pm.

36 C. Teachers will have at least 30 consecutive minutes of time available for planning  
37 lessons during the instructional day (between the hours of 9 am and 4 pm).

38 D. On days when learning activities extend beyond three hours, teachers may  
39 request 30 minutes of duty free time during the instructional block. The request  
40 shall be granted if the teacher and his/her class is within the 30 acres of  
41 Waskowitz. If the teacher chooses to be outside the 30 acres, the request shall  
42 receive serious consideration.

43 E. Teachers who wish to return home for a single overnight stay may submit a

1 request to the site administrator within a reasonable timeframe (on or before  
2 the first day of camp). Such a request will receive serious consideration and will  
3 be approved unless, in the opinion of the site administrator, the safety and well-  
4 being of the students and program needs will be compromised. Emergencies  
5 may override regular requests for overnight leave. In addition, if a teacher  
6 leaves for a night, the expectation is to return at 7:30 am the following day.

7 F. Upon returning from Camp, teachers will be released from duty 30 minutes after  
8 the buses leave school.

9 G. All first time Waskowitz teachers will be required to attend the camp orientation  
10 training weekend and will receive per diem equal to the number of clock hours for  
11 completing the two day training. Participants in this training will not be required  
12 to spend the night at camp; however, if a teacher wishes to spend the night at  
13 camp, the District will provide accommodations with no additional overnight  
14 compensation.

15 H. See Appendix D for the per overnight rate.

16 **Section 4.22. Secondary Assessment Coordination:** Each secondary school  
17 campus will identify an assessment coordination team. Counselors will serve as  
18 members of the building assessment coordination team. Building assessment  
19 coordination teams will identify a lead coordinator. Additional district-wide funding  
20 support will increase from \$20,000 to \$60,000. Building principals shall oversee the  
21 expenditure of the funds.

22 **4.23. Dual Language Program:**

23 A. For schools offering Dual Language models, school leadership will ensure that  
24 responsibilities related to the school-wide implementation of the program shall  
25 not be the responsibility of the classroom teacher.

26 B. A stipend of \$1000 will be paid to Dual Language program teachers (English and  
27 partner language) to cover extra duties specifically related to the program,  
28 including:

29 i. Report cards

30 1. Collaboration on items crossing both classrooms.

31 2. Literacy grades required in both languages, which create an  
32 additional demand on teachers data entry into the report card.

33 ii. Planning time (ongoing)

34 1. Collaborating to adjust established schedules across the multiple  
35 classrooms based on irregularities throughout the school year.

36 2. Coordinating instructional planning that crosses both languages.

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3. Collaborating on Dual Language specific features, such as Bilingual Centers, Bilingual Research Centers, Language of the Day, and Bilingual Buddies.

iii. Planning time (August)

1. Collaborating to establish a schedule across the multiple classrooms to support language learning through the dual language model.

2. Coordinating on unit and semester level planning for instruction across two languages, as well as coordinating classroom management procedures.

**ARTICLE 5**  
**JUST CAUSE AND DUE PROCESS**

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**Section 5.1. Right to Due Process:** A staff member will not be disciplined for an arbitrary or capricious reason. Discipline will be for just cause. The extent of any disciplinary action shall be in keeping with the seriousness of the infraction, and a process of progressive discipline shall be used. A process of progressive discipline includes written warnings, written reprimands or suspensions as appropriate to the infraction. The specific grounds forming the basis for formal disciplinary action will be shared with the staff member.

**Section 5.2. Weingarten Rights:** A staff member, at his/her option, shall be entitled to have present a representative of the Association during any formal disciplinary hearing. This Section shall apply only to discipline by written warnings up to and including suspensions of staff members for infractions in matters not related to job proficiency or competency.

**Section 5.3. Notification of Complaint:** A formal written complaint filed against a staff member will be promptly called to his/her attention within seven (7) school district business days of the filing. If not called to the attention of the staff member, such complaint may not be used as the basis for disciplinary action against the staff member.

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**ARTICLE 6  
EMPLOYEE PROTECTION**

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**Section 6.1. Personal Property Insurance:** Each staff member will be provided with insurance or evidence of a specific reserve fund providing monetary protection for losses to personal property incurred during crisis situations, such as riots or mass demonstrations; provided such staff member is required to maintain order and discipline or protect school personnel, school property or students during the crisis situation. Such insurance or reserve fund shall pay up to five hundred and no/100 (\$500.00) dollars for loss or damage to property of such staff member subject to a deductible of ten and no/100 (\$10.00) dollars per claim.

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A. Each staff member will be provided with insurance or evidence of a specific reserve fund providing monetary protection for damage incurred to personal property necessary to the instruction of students; provided such staff member receives written approval from the building administrator and takes reasonable security measures to safeguard such property while it is on campus.

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B. Such insurance or reserve fund shall pay, as secondary coverage to any staff member's insurance policy, only up to five hundred and no/100 (\$500.00) dollars for damage to covered property subject to a deductible of thirty and no/100 (\$30.00) dollars per claim.

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C. It is not the intent of the parties to cover clothing, automobiles and other such items which have utility outside the classroom. However, staff members may request special consideration if damage to these items has a direct relationship to the performance of their job responsibilities.

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**Section 6.2. Liability Insurance:** Each staff member will be provided with liability insurance protection provided the employee is acting within the scope of his/her duties. Such insurance will provide protection against loss by bodily injury, including corporal punishment, and property damage liability. This insurance will also include coverage against loss arising from teaching activities and personal injury. Teaching activities means acts or omissions of the staff member in connection with his/her occupation as a member of the district staff. Loss by personal injury includes false arrest, libel, slander, wrongful entry or other invasion of the right of private occupancy.

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**Section 6.3. Supplemental L&I Insurance:** Whenever a staff member is absent from school as a result of personal injury to the staff member caused by assault and battery by another person occurring in the normal course of the staff member's employment and in performance of his/her duties, the staff member will be paid the difference between full salary and state industrial insurance compensation for a period of such absence up to one (1) year from the date of injury and no part of such absence will be charged to sick leave. The District reserves the right to require an examination of the staff member by a physician designated by the District at District expense for the purpose of establishing the duration of disability.

A. A staff member who suffers a job-incurred injury and is eligible for state industrial insurance compensation may use accumulated sick leave credit in the amount which, when added to the allowable state compensation, equals the regular salary or wages of the staff member.

1 B. That portion contributed by the District as it relates to a staff member's monthly  
2 salary shall be deducted from the staff member's accumulated sick leave. If the  
3 job-incurred injury is sustained while lawfully restraining another person in the  
4 normal course of the staff member's employment and in performance of his/her  
5 duties, and the employee has exhausted his/her sick leave, the staff member will  
6 be paid the difference between full salary and state industrial compensation for a  
7 period of up to six (6) months from the date of injury.

8 C. The District reserves the right to require an examination of the staff member by a  
9 physician designated by the District at District expense for the purpose of  
10 establishing the duration of disability.

11 **Section 6.4. Attorney Fees:** As provided by law, whenever any action, claim or  
12 proceeding is instituted against a staff member of the District arising out of performance  
13 or failure of performance of duties for, or employment with the District, the Board may  
14 grant a request by such person that the prosecuting attorney and/or attorney of the  
15 District's choosing be authorized to defend said claim, suit or proceeding, and the costs  
16 of defense, attorney's fees, and any obligation for payment arising from such action may  
17 be paid from the District's general fund; provided, that costs of defense and/or judgment  
18 against such person shall not be paid in any case where the court has found that such  
19 person was not acting in good faith or within the scope of employment with or duties for  
20 the District.

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**ARTICLE 7  
GRIEVANCE PROCEDURE**

3 **Section 7.1. Definition:** A claim by a staff member, group of staff members or the  
4 Association, hereinafter referred to as a "grievant", that there has been a violation of any  
5 provision of this Agreement may be processed as a grievance as hereinafter provided,  
6 so long as the dispute deals with the interpretation or application of the terms of this  
7 Agreement.

8 A. If a number of grievances are filed involving the same issue(s), the first such  
9 grievance filed shall continue to be processed as precedent and all similar  
10 grievances held in abeyance. When such grievance is resolved, the remaining  
11 grievants and the Superintendent, or designee, shall review the grievances held  
12 in abeyance in an effort to resolve them. If any such grievance cannot be settled  
13 on the basis of the precedent grievance, it shall be further processed in  
14 accordance with the grievance procedure.

15 B. Grievances will be processed as rapidly as possible with the number of days  
16 indicated at each step to be considered as mandatory maxima. Time limits under  
17 unusual circumstances may be extended by mutual consent.

18 **Section 7.2. Informal Grievance:** A staff member will first discuss an alleged grievance  
19 with his/her immediate supervisor either privately or accompanied by an Association  
20 representative if desired. If the grievance is not thus resolved, a formal grievance may  
21 be filed (Appendix E). However, the exhaustion of this informal procedure is not a  
22 condition precedent in invoking the formal grievance procedure.

23 **Section 7.3. Written Grievance Procedures (Staff Members):**

24 A. Step One: If the grievant wishes to file a formal grievance, he/she shall invoke  
25 the formal grievance procedure through the Association on the Grievance Form  
26 (See Appendix E).

27 i. The grievance form must specify the article and specific language, if  
28 possible, of the Collective Bargaining Agreement that has allegedly been  
29 violated.

30 ii. A copy of the grievance form shall be delivered to the immediate  
31 supervisor. The building principal will be considered the "immediate  
32 supervisor" for staff members assigned to a particular school building.  
33 The "immediate supervisor" for itinerant staff members will be the  
34 administrator who is most closely responsible for matters pertaining to the  
35 alleged grievance. (If a staff member is in doubt as to whom the  
36 "immediate supervisor" is as it relates to the alleged grievance, the staff  
37 member may meet with the Superintendent or designee to make that  
38 determination.)

39 iii. If the grievance involves more than one school building, it may be filed  
40 with the Superintendent or designee. A grievance not filed within fifteen  
41 (15) working days of the occurrence upon which the grievance is based or  
42 should have been known will be deemed waived.

- 1           iv.    Within five (5) working days of the receipt of the grievance the immediate  
2           supervisor shall hold a formal Step One conference with the grievant(s).
- 3           v.    The immediate supervisor shall provide a written response to the  
4           grievance within five (5) working days following the Step One conference.  
5           The principal or immediate supervisor shall record the disposition on the  
6           grievance form, and the grievant and immediate supervisor will sign the  
7           grievance form. The signature of the aggrieved on the grievance form  
8           does not necessarily indicate agreement with the disposition but does  
9           indicate that he/she has read it. Copies of the signed response shall be  
10          distributed as follows: one copy each for the Association, the  
11          Superintendent or designee, immediate supervisor and the original to the  
12          grievant.
- 13          B. Step Two: In the event that the aggrieved is not satisfied with the disposition of  
14          the grievance at Step One, the aggrieved and/or representative may within five  
15          (5) working days following the dated disposition at Step One refer the matter, in  
16          writing, to the Superintendent or designee. The Superintendent or designee and  
17          the aggrieved will hold a formal Step Two conference within five (5) working days  
18          following receipt of the written Step Two request. If the individual so chooses,  
19          he/she may be accompanied by an Association representative. The  
20          Superintendent or designee shall provide a written response to the grievance  
21          within five (5) working days following the Step Two conference. Copies of the  
22          response shall be distributed to the grievant, the Association, and the immediate  
23          supervisor.
- 24          C. Association Written Grievance - Filing Step: Grievances which the Association  
25          may have against the District, limited as aforesaid to matters dealing with the  
26          interpretation or application of terms of this Agreement, shall be commenced by  
27          filing the Association Grievance Form (Appendix E) with the Superintendent or  
28          designee. A grievance not filed within fifteen (15) working days of the occurrence  
29          upon which the grievance is based (or fifteen [15] working days of when the  
30          occurrence is or should have been known) will be deemed waived. The  
31          Superintendent and the Association will have five (5) working days from the  
32          receipt of the grievance to resolve it.

33          **Section 7.4. Mediation**: If the Association is not satisfied with the disposition of the  
34          grievance at Step Two, or the Association Filing Step, or if no written decision has been  
35          received from the District within the time limits prescribed in Step Two or the Filing Step,  
36          then the grievance may be referred to mediation at the option of the Association.

37          A. The District and the Association must mutually agree to submit a grievance to  
38          mediation. The Association must notify the District in writing within five (5)  
39          working days of the conclusion of Step Two or Filing Step of the Association's  
40          desire to refer the grievance to mediation. The District shall respond to the  
41          Association whether or not the District agrees to the mediation of the grievance  
42          no later than three (3) working days after receipt of the Association's written  
43          request.

44          B. Within five (5) working days following the agreement of the District and the  
45          Association to mediate the grievance, the Association shall so notify Mediation

1 Research and Education Project, Inc. (MREP). MREP shall schedule a mediation  
2 conference at the earliest possible date. Mediation conferences will take place at  
3 a mutually convenient location and time.

4 C. There shall be one (1) person from each party designated spokesperson for that  
5 party at the mediation conference.

6 D. The mediator will have the authority to meet separately with either party, but will  
7 not have the authority to compel the resolution of a grievance.

8 E. The presentation of facts and considerations shall not be limited to those  
9 presented at Step Two, or the Association Filing Step, of the grievance  
10 procedure. Proceedings before the mediator shall be informal in nature. There  
11 shall be no formal evidence rules. No transcript or record of the mediation  
12 conference shall be made. The mediator shall attempt to assure that all  
13 necessary facts and considerations are revealed to him/her.

14 F. Written material presented to the mediator shall be returned to the party  
15 presenting that material at the termination of the mediation conference, except  
16 that the mediator may retain one (1) copy of the written grievance solely for the  
17 purposes of statistical analysis.

18 G. The fees and expenses of the mediator shall be shared equally by the parties.

19 H. The parties agree upon the following rules for mediation:

20 i. Notification of the intent to mediate a grievance should be made to the  
21 Mediation Research and Education Project, Inc. (MREP).

22 ii. The MREP will schedule a mediation conference as soon as possible  
23 upon receipt of notification of a grievance or grievances to be mediated.

24 iii. The MREP will appoint a mediator from a panel consisting of neutrals  
25 formally trained in the process of grievance mediation.

26 iv. The MREP will notify the mediator of his/her appointment and determine  
27 his/her willingness and ability to serve.

28 **Section 7.5. Arbitration Procedure:**

29 A. If no settlement is reached in Step Two of the Staff Member Written Grievance or  
30 the Filing Step for the Association Written Grievance, or mediation, the  
31 Association, at its option, may make a request for arbitration, in writing, within  
32 fifteen (15) working days following the Step Two disposition or Filing Step  
33 disposition or after mediation.

34 B. In the event that a grievance which has been mediated is appealed to arbitration,  
35 the mediator may not serve as arbitrator, nor may the mediator be placed on any  
36 panel from which an arbitrator is to be selected by the parties. In the arbitration  
37 proceedings, there shall be no reference to the fact that a mediation conference  
38 was or was not held. Nothing said or done by the mediator may be referenced or

1 introduced into evidence at the arbitration hearing and nothing said or done by  
2 either party for the first time in the mediation conference may be used against it  
3 in arbitration.

4 C. For each case that reaches arbitration, the parties will attempt to agree on an  
5 arbitrator to hear and decide the case. If the parties are unable to select an  
6 arbitrator within fifteen (15) working days, they shall jointly request the Federal  
7 Mediation and Conciliation Services (FMCS) to submit a panel of seven (7)  
8 arbitrators. When notification of the names of the panel of seven (7) arbitrators is  
9 received and if the parties cannot mutually agree, the parties in turn shall have  
10 the right to strike a name from the panel until only one (1) name remains. The  
11 remaining person shall be the arbitrator. The right to strike the first name from  
12 the panel shall be determined by lot.

13 D. Arbitration proceedings shall be in accordance with the Voluntary Labor  
14 Arbitration Rules of the Federal Mediation and Conciliation Services (FMCS)  
15 unless the parties mutually agree to deviate from said rules.

16 i. The arbitrator shall hear and accept pertinent evidence submitted by both  
17 parties and shall be empowered to request such data as the arbitrator  
18 deems pertinent to the grievance and shall render a decision in writing to  
19 both parties within thirty (30) days (unless mutually extended) of the  
20 closing of the record.

21 ii. The arbitrator shall be authorized to rule and issue a decision in writing on  
22 the issue presented for arbitration which decision shall be final and  
23 binding on both parties.

24 iii. The arbitrator shall rule only on the basis of information submitted  
25 consistent with the procedural rules adopted.

26 iv. Each party to the proceedings may call such witnesses as may be  
27 necessary in the order in which their testimony is to be heard. The  
28 arguments of the parties may be supported by oral comment and rebuttal.  
29 Either or both parties may submit written briefs within a time period  
30 mutually agreed upon. Such arguments of the parties, whether oral or  
31 written, shall be confined to and directed at the matters set forth in the  
32 grievance. The parties may offer such evidence as they desire and shall  
33 produce such additional evidence as the arbitrator may deem necessary  
34 to an understanding and determination of the dispute. The arbitrator shall  
35 be the judge of the relevancy and materiality of the evidence offered and  
36 conformity to legal rules of evidence shall not be necessary. All evidence  
37 shall be taken in the presence of the arbitrator and all of the parties  
38 except where any of the parties is absent in default or has waived his/her  
39 right to be present.

40 v. Each party shall pay any compensation and expenses relating to its own  
41 witnesses or representatives.

42 vi. The District and the Association shall, by mutual consent, fix the amount  
43 of compensation to be paid for the services of an arbitrator. The

1 Association and the District shall split the compensation of the arbitrator  
2 including necessary expenses.

3 vii. The total cost of the stenographic record (if requested) will be paid by the  
4 party requesting it. If the other party also requests a copy, that party will  
5 pay one-half (1/2) of the stenographic costs.

6 **Section 7.6. Resolution:**

7 A. All decisions arrived at under the provisions of this Article 7, by mutual  
8 agreement between the representatives of the District and the Association, or by  
9 the arbitrator, shall be final and binding upon both parties; provided, however, in  
10 arriving at such decisions neither of the parties, nor the arbitrator, shall have the  
11 authority to alter, amend, modify or change this Agreement in whole or in part.

12 B. Grievance claims regarding retroactive compensation shall be limited to the work  
13 year in which the cause of the grievance occurred; provided, however, that this  
14 limitation may be waived by mutual consent of the parties.

15 C. Once a grievance is filed it shall be processed to resolution. The signing of any  
16 grievance by any staff member or representative of either the District or  
17 Association shall not be construed by either party as a concession or agreement  
18 that the grievance constitutes an arbitral issue or is properly subject to the  
19 grievance machinery under the terms of this Article.

20 D. If an individual staff member has a personal complaint which he/she desires to  
21 discuss with the supervisor, he/she is free to do so without recourse to the  
22 grievance procedure. However, no formal grievance shall be adjusted without  
23 prior notification to the Association and an opportunity for an Association  
24 representative to be present at that adjustment and to make known the  
25 Association's views, nor shall any such adjustment be inconsistent with the terms  
26 of this Agreement.

27 E. No reprisals of any kind will be taken by the Association or the District against  
28 any staff member because of his/her participation or non-participation in the  
29 grievance procedures provided for herein.

30 F. All documents, communications and records dealing with the processing of a  
31 grievance shall be retained by the District Human Resources Department in a  
32 separate grievance file.

33 **Section 7.7. Adjusting Time Limits:** The time limits provided in this Article shall be  
34 strictly observed unless extended by written agreement of the parties. In the event a  
35 grievance is filed after May 15 of any year, the District shall use its best efforts to  
36 process such grievance prior to the end of the school term or as soon thereafter as  
37 possible. Failure of the individual or Association to proceed with a grievance within the  
38 times hereinbefore provided shall result in the dismissal of the grievance. Failure of the  
39 District or its representatives to take the required action within the times provided shall  
40 entitle the individual or Association to proceed to the next step in the grievance  
41 procedure.  
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1     **Section 7.8. Scheduling:** All hearings or conferences pursuant to this grievance  
2 procedure shall be scheduled at a time and place which will afford a reasonable  
3 opportunity for all parties entitled to attend to be present, including any and all  
4 witnesses. Grievants shall suffer no loss of salary or other benefits for time spent as a  
5 hearing witness.

6     **Section 7.9. Limitation:** Disputes relating to statutory adverse affect, non-renewal and  
7 discharge shall not be subject to the provisions of this Article. In addition, this Article is  
8 limited with respect to evaluations as noted in Section 10.11, Staff Evaluation.  
9 Notwithstanding the expiration of this Agreement, any claim or grievance arising  
10 hereunder may be processed through the grievance procedure until resolution.

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**ARTICLE 8  
PERSONNEL ACTIONS**

**Section 8.1. Individual Employment Contracts:**

- A. Annually, The Highline School District, Board of Directors shall contract with each employee for the employees' employment with the District. This contract shall conform to state law, Washington Administrative Code, Rules and Regulations of the State Board of Education, policies of the Employer, and this Agreement.
- B. The District may issue individual employee contracts prior to the end of the school year. In the event negotiations for the ensuing school year have not been completed, individual contracts will include a rider which states, "The terms of this individual employment contract shall be subject to amendments and adjustments to conform to applicable terms of a collective bargaining Agreement subsequently executed by the Board of Directors and the Highline Education Association for the ensuing year and applicable policies lawfully adopted thereafter by the Board of Directors".
- C. Contracts must be signed and returned by the employee within fourteen calendar days of date of issuance. If not signed and returned by the staff member by that date, said contract will be presumed to be rejected and the employment relationship shall be severed unless other arrangements have been made through the Human Resources Department.
- D. Signed contract shall be binding on the District and on the employees and may not be abridged or abrogated during its term by either party except by mutual consent or as may be provided in this Agreement or in the Employer's Policy.
- E. Employees may request "release from contract" in writing with justification for the requests, however, the District Board of Directors have every right to hold employees to their contracts and the Board will do so unless extreme and unpredictable circumstances are properly documented.

**Section 8.2. Extra Duty Contracts:**

- A. Staff members may be offered an extra-duty contract for duties beyond the individual's appointment. When awarding extra-duty contracts, the District will give preferential consideration to in-district applicants who meet the selection criteria.
- B. Normally, an employee's decision to decline an extra-duty contract offer will not result in reassignment. However, employees assigned as band directors, choral directors, counselors, consultants, psychologists, librarians, social workers, student placement specialists, environmental education specialists, and specified vocational teaching personnel who decline an extra-duty contract offer associated with their assignment may be reassigned by the District. Similarly, teachers who decline extra duty contract offers (debate, drama, journalism, annual and outdoor education) may be reassigned by the

1 District at its option if the teacher’s assignment is to a class where such extra  
2 duty is an essential part of the class.

3 C. Prior to the end of the school year, supervisors will inform staff members who  
4 have accepted extra-duty contracts for department chairperson, drama, band,  
5 chorus, annual, journalism and debate if they are to be offered such contracts for  
6 the ensuing school year. If there is a change in such extra-duty contracts, the  
7 staff member involved will be notified as soon thereafter as possible. A  
8 reasonable effort shall be made to provide notice of extra-duty contract awards in  
9 writing prior to the beginning of each school year.

10 **Section 8.3. Assignment of Certificated Staff:** Assignment as used in this Agreement  
11 shall mean a declaration by the District that an employee is to perform the duties and  
12 tasks required by a specific position or positions covered by this Agreement.

13 A. The Director of Human Resources is responsible for assignment declarations to  
14 buildings or sites (based on location codes). Building or site administrators are  
15 responsible for assignment declarations to specific positions. Due to unexpected  
16 resignations, retirements, leaves of absence and other unforeseen  
17 circumstances (such as variances in enrollment projections and actual  
18 enrollment) building or site administrators may have to change position  
19 assignments within the building or site multiple times between the last day of the  
20 school year and the first day of the new school year. In order to make the annual  
21 transition as stress free as possible building or site administrators will consult  
22 with their staffs concerning staff assignments (noting subjects and/or grade levels  
23 preferred by each employee) for the next school year. Prior to the end of each  
24 school year building administrators will make a reasonable effort to determine  
25 projected staff assignments and make this information available to the staff; if it  
26 is determined that assignments must be changed, the affected staff members will  
27 be notified as soon thereafter as possible.

28 B. To assure that students are taught by employees working within their areas of  
29 competence, employees shall be assigned to subjects, grades, and classes in  
30 accordance with the “highly qualified” provisions of the Elementary and  
31 Secondary Education Act as reauthorized by the No Child Left Behind Act of  
32 2001 and the provisions of WAC 181-82-105 through WAC 181-82-135 and any  
33 implementing instructions issued by the Washington State Professional  
34 Education Standards Board or the Office of the Superintendent of Public  
35 Instruction. Employees shall be notified of their specific assignments for the  
36 following school year as early as practicable.

37 C. At least fourteen (14) calendar days prior to the beginning of the school year,  
38 each staff member shall be notified by the immediate supervisor of his/her  
39 assignment in writing; and, where applicable, the notification will include the  
40 position, building, room or rooms, grade level or class subjects, and/or other  
41 pertinent facts concerning the assignment. If it is determined that a change in an  
42 assignment must be made, the staff member will be notified in writing as soon  
43 thereafter as possible.

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1 **Section 8.4. Announcement of Vacant Position(s) Available for Assignment:**

2 Vacant positions (or anticipated vacant positions) will be announced on the District's  
3 website. When a position becomes available, the posting will be done simultaneously to  
4 the building/program. Position announcements will include:

- 5 A. Location of the vacant position,
- 6 B. Full time equivalency (FTE) of the position,
- 7 C. Type of position (temporary or continuing),
- 8 D. Type of contract for the assignment (continuing or replacement),
- 9 E. Specific minimum qualifications for assignment (certification and  
10 endorsements),
- 11 F. Desired qualifications for assignment (experience, knowledge, skills and  
12 abilities),
- 13 G. Proposed starting date for the assignment,
- 14 H. Closing date for receipt of applications.
- 15 I. Vacant positions (or anticipated vacant positions) that require assignment of  
16 certificated staff with hard-to-fill endorsements or require multiple teachers with  
17 the same endorsements identified after June 15<sup>th</sup> (or the end of the school year  
18 whichever is the latest date), but prior to October 1<sup>st</sup> do not have to be  
19 announced prior to declaration by the district that the position has been assigned  
20 (by transfer or new hire) to a specific person.
- 21 J. Vacant positions (or anticipated vacant positions) identified after October 1<sup>st</sup> but  
22 prior to June 15<sup>th</sup> (or the end of the school year whichever is the latest date), will  
23 be announced on the District website for a minimum of five days prior to  
24 declaration by the district that the position has been assigned to a specific  
25 person.
- 26 K. Administrators will use building/program hiring teams whenever possible.

27 **Section 8.5. Announcement of Extra Duty Position(s) Available for Assignment:**

28 In-Building Extra Duty Positions: All available in-building extra duty positions will be  
29 posted in-building for five work days. In the event available in-building extra duty  
30 positions are not filled by in-building staff the building administrator may elect to cancel  
31 the position or post the position on the District website for district employees. Candidates  
32 will be considered based on the job description/selection criteria indicated in the  
33 notification.

- 34 A. In-District Extra Duty Positions: All openings for cheer advisor, summer school  
35 (regular and extended school year), Traffic Safety Education and Highline  
36 Evening Learning Program positions shall be posted in the same manner as  
37 regular position vacancy announcements. Applicants for such positions shall be  
38 notified of the actions taken regarding their applications.
- 39 B. Positions held by persons not under contract shall be subject to yearly posting.

40 **Section 8.6. Job Sharing:** The District shall consider applications from employees  
41 wishing to share a job. All announcements of job openings shall contain a statement  
42 indicating the District will accept applications from individuals wishing to share a

1 position.

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- A. Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the District their desire to job share for the ensuing school year. Job sharing is limited to a maximum of two employees per 1 FTE position (.5 FTE per employee). An employee can not job share and retain a 1 FTE contract.
- B. Responsibilities of an assignment by job sharers may be divided and/or allocated according to a plan designed by the job sharers with the approval of their immediate supervisor and the Director of Human Resources.

11 **Section 8.7. Transfer of Assignments:** Transfer of assignment is the movement of an  
12 employee (voluntarily or involuntarily) from an assignment at one district site  
13 (established by “location code”) to a vacant position at another site (a different location  
14 code) within the District. When filling vacancies by transfer (voluntarily or involuntarily),  
15 the District will consider federal and state highly qualified teacher requirements, program  
16 needs, experience, academic preparation, and seniority. Seniority shall be the length of  
17 time employed with the district. Staff members who are currently employed by the  
18 District will be given first consideration for full-time or part-time positions for which they  
19 qualify by training or experience and may be considered for extra duty contracts.  
20 Principals/Supervisors will assist less than full-time employees who desire to increase to  
21 or towards full-time employment.

22 **Section 8.8. Voluntary Transfer:** An employee interested in a transfer of  
23 assignment will submit a written request to the Human Resources Department as early  
24 as practicable, but no later than June 30, stating as specifically as possible the desired  
25 transfer, including preferred subject(s), building(s), and grade level(s). Requests for  
26 transfer will be kept on file for consideration until the beginning of the next school year.  
27 Employees are encouraged to submit cover letters and up-dated resumes, but no  
28 employee shall be required to provide these documents or update applications in order  
29 to apply for a transfer.

- A. Prior to the beginning of each school year, vacancies determined by the Employer to exist for the ensuing school year may be filled by transfer of qualified in-district employees or out-of-district applicants. Hiring officials *must consider all in-district requests for transfer* and will select the most qualified person based on program needs, experience, academic preparation, affirmative action and seniority, as provided above, for the assignment; if more than one applicant is judged by the District to be equally qualified and best suited for the position, the applicant with the greater seniority shall be appointed to the position. In the event an applicant is selected over a senior employee, the senior employee may request that the reason(s) for the bypass be put in writing.
- B. All teaching vacancies that occur after October 1<sup>st</sup> and prior to June 15<sup>th</sup> (or the end of the school year whichever is the latest date) will be posted as early as possible, but no less than 5 work days prior to declaration by the district that the position has been assigned to a specific person. During the school year, employees requesting transfer will, as practicable, receive first consideration for vacancies before new employees are hired.

- 1 C. The District will provide the HEA with a list of individuals requesting transfers,  
2 individuals returning from leave, surplus individuals as of April 15<sup>th</sup> and periodic  
3 updates on the status of these employees. The District will also provide a list of  
4 current vacancies.
- 5 D. Employees requesting transfer will be notified, in writing, of the disposition of  
6 their requests. An employee may elect to meet with a Human Resources  
7 Department representative regarding transfer requests.
- 8 E. An employee who receives a voluntary transfer shall not be eligible for another  
9 voluntary transfer for the balance of the school year plus one additional year.
- 10 F. After ten (10) consecutive years in a building, a staff member shall receive two  
11 (2) days pay at per diem as an incentive when transferred.

12 **Section 8.9. Involuntary Transfer:**

- 13 A. Administrative Transfer: When, in the judgment of the District, the best interests  
14 of the educational program will be served by a transfer of an employee, the  
15 transfer will be made after a conference between a Human Resources  
16 Department representative and the employee involved. Employees  
17 administratively transferred can not be administratively transferred again for two  
18 years except by mutual agreement between the district and the affected  
19 employee.
- 20 B. Building or Program Excess: Positions, a position or a part of a position may be  
21 declared excess by the District when the positions, position or part of a position is  
22 no longer needed due to economic reasons, levy failure, loss of state or federal  
23 funds, declining enrollment in a building and/or program or insufficient course  
24 enrollment or a combination of these factors.
  - 25 i. When building or program staff allocations are reduced and attrition will  
26 not alleviate the situation, the total building or program staff shall be  
27 surveyed to determine if there are any volunteers for transfer.
  - 28 ii. If involuntary transfers result from “position excess” due to a drop of  
29 program funds or enrollment, the employee(s) selected for such transfer  
30 shall be the employee(s) with the least seniority, who have the specific  
31 endorsement adversely affected by the reduction in staff allocations can  
32 be transferred and maintain all essential elements of the school’s total  
33 educational program (for example, the most junior teacher at an  
34 elementary school may be a teacher who has an ELL and K-8  
35 endorsement; if the reduction is in regular education and there are no  
36 other teachers in the school who have the ELL endorsement the next  
37 junior teacher with a K-8 endorsement would be selected for involuntary  
38 transfer).
  - 39 iii. In the event two or more employees have the same seniority ranking,  
40 their rankings will be determined by experience at their current site. In  
41 the event two or more employees have the same seniority ranking after  
42 applying site experience, all employees so affected will be ranked in  
43 accordance with the total number of education credits earned after the BA  
44 Degree as documented in their personnel files.

- 1           iv. The immediate supervisor shall notify in writing a staff member whose  
2           position was declared excess as soon as such is determined.
- 3           C. In the event a school is closed, employees to be reassigned shall have an  
4           opportunity to list preferences, in writing, and shall be given preference in  
5           consideration for reassignment in accordance with the best interests of the  
6           educational program, as determined by the District. An employee may elect to  
7           meet with a Human Resources Department representative regarding  
8           reassignment priorities.
- 9           D. Every effort will be made to assure that no employee will be involuntarily  
10          transferred more often than once during any two consecutive-year period, even if  
11          that employee is the least senior.
- 12          E. The Employer may provide the involuntarily transferred employee the opportunity  
13          to visit schools where vacancies exist.
- 14          F. In making the initial placement and for two (2) years thereafter, employees  
15          involuntarily transferred shall have preference over employees seeking voluntary  
16          transfer and reassignment.

17          **Section 8.10. Lack of In-Building Assignment to Extra Duty Contract Position:**  
18          Should an extra-duty contract position not be filled by building staff (Section 8.2,  
19          paragraphs A, B or C), and after district-wide posting an in-district employee is selected,  
20          the selected in-district employee may voluntarily transfer from their assignment to the  
21          new building to fill the vacant extra-duty position. This voluntary transfer may trigger an  
22          involuntary transfer of an excess employee from the building. Building staff members will  
23          be considered for involuntary transfer pursuant to the following guidelines:

- 24          A. Employees who, during their first year at the building held one or more  
25          contracted extra-duty positions and currently are not contracted to any extra-duty  
26          positions nor are expected to be awarded such a contract shall be considered  
27          first for involuntary transfer.
- 28          B. Employees who, during their first year at the building did not hold an extra-duty  
29          contract but subsequent to their first year at the building were contracted for  
30          extra-duty positions and currently are not expected to be awarded such a  
31          contract, shall be considered second for involuntary transfer.
- 32          C. Employees, who, during their tenure at the building have never held an  
33          extra-duty contract nor are expected to be awarded such a contract, shall be  
34          considered third for involuntary transfer.
- 35          D. Employees who have two or fewer years in the building and were appointed to  
36          the building following a surplus of their prior position or because they were  
37          displaced from a prior building pursuant to Article 8, Section F, paragraph B shall  
38          not be transferred.
- 39          E. The least senior staff member within a given category (A, B or C above) whose  
40          instructional subject area is similar to the individual awarded the extra-duty  
41          contract shall be selected by the District for involuntary transfer unless it is  
42          determined by the District that a school's program or a particular departmental  
43          position cannot be adequately filled by any senior staff member within the  
44          category.

1     **Section 8.11. Return from Leave:**

2           A. Individuals whose leaves have expired and wish to return to work and are  
3           otherwise eligible to return to work shall be assigned to a position for which  
4           he/she is qualified through training and/or experience. Individuals in the  
5           re-employment pool shall be governed by the provisions of Article 9 and shall be  
6           considered after staff members for vacant positions.

7           B. “HEA President shall have the option to return to original assignment if desired.”

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**ARTICLE 9  
LAYOFF AND RECALL**

3 **Section 9.1. Procedures for Staff Reduction:** In the event the Board of Directors  
4 adopts a reduced educational program because of financial necessity or modifies the  
5 educational program, those staff members who will be retained to implement the  
6 District's reduced or modified program and those staff members who will be terminated  
7 from employment or adversely affected in contract status will be identified by using the  
8 procedures contained in this Article.

9 **Section 9.2. Procedures for Development of a Reduced Program:** The District will  
10 review all programs and services to be provided by the District and establish priorities for  
11 program and service reductions in such a fashion that the classroom instructional  
12 program will be maintained to the fullest extent feasible. Program modifications may vary  
13 among programs depending on funding levels of particular programs and particular  
14 needs of students as long as such modification in total are proportional to the reduction  
15 required by the emergency and the District has maintained uncommitted cash reserves  
16 at a maximum of three percent of the general fund budget.

17 **Section 9.3. Notice to Association:** The District will submit notice and a preliminary  
18 staffing reduction plan to the Association by April 15 of any school year in which a  
19 reduction in force for the ensuing school year is contemplated. At least two (2) meetings  
20 will be scheduled with the Association to discuss the reduction plans, to hear its  
21 professional judgment, and to consider alternative proposals. These meetings are to be  
22 completed by May 1.

23 A. The District will determine, as accurately as possible, the total number of  
24 projected losses (retirements and resignations) as of May 1<sup>st</sup>. These losses  
25 will be taken into consideration in determining the number of available  
26 positions for the following school year.

27 B. Individuals on leave who notify the District of their intention to return to work  
28 for the ensuing school year from a Sabbatical, Educational, Health or Other  
29 Leave before May 15 will be considered for retention pursuant to Article 9  
30 (Layoff and Recall).

31 **Section 9.4. Procedures for Final Notification of Program and Reductions:** Prior  
32 to May 15, the District will complete public hearings and will adopt a final program  
33 plan for the ensuing school year. The District will forward a copy of the plan to the  
34 Association.

35 **Section 9.5. Seniority:** Seniority is defined as length of contracted certificated  
36 service with the District as of the employee's first working day, provided that any  
37 employee shall be granted full seniority credit for each year or portion thereof for  
38 contracted certificated experience from any public school district(s) in the State of  
39 Washington. Less than a full year of experience shall be computed as the actual  
40 number of days contracted by a district(s) excluding substitute service unless  
41 performed under a continuing contract and one hundred and eighty (180) actual days  
42 will equal a school year.

43 A. The District will provide to the Association and post in each school building by  
44 March 1 of each year a seniority list of all contracted employees within the

1 bargaining unit excepting temporary contract employees. The list shall be from  
2 highest to lowest seniority and will list all endorsements.

3 B. This list shall be open for 14 calendar days for changes, addition, or proof of  
4 error. If no written protest is filed within the 14 calendar day period by an  
5 employee or the Association on behalf of a named employee, the list shall be  
6 final and binding as to such employees who fail to protest. If a protest is filed, the  
7 protest shall be considered by the District, whose decision shall be rendered  
8 within 14 days.

9 **Section 9.6. Tie Breakers:**

10 A. Seniority with the District: In the event two or more employees have the same  
11 seniority ranking, all employees so affected will be ranked in accordance with the  
12 total seniority as contracted employees with the District.

13 B. College Credits. In the event two or more employees have the same seniority  
14 ranking after applying the above provisions, all employees so affected will be  
15 ranked in accordance with the total number of education credits earned after the  
16 BA Degree as included as part of the employee's school district record on March  
17 1 of the current school year.

18 C. Determination by Lot. In the event two or more employees have the same  
19 seniority ranking after the application of 9.4.1 and 9.4.2, all employees so  
20 affected shall participate in a drawing by lot to determine position on the seniority  
21 list. The Association and all employees so affected shall be notified in writing of  
22 the date, place, and time of the drawing. The drawing shall be conducted openly  
23 and at a time and place that will allow affected employees and the Association to  
24 be in attendance.

25 **Section 9.7. Definitions:**

26 A. College Preparation: All candidates shall have completed a state approved  
27 college/university preparation program in the professional field for which  
28 certification is to be issued. Candidates shall hold appropriate degrees, licenses,  
29 and additional course work as prescribed in WAC 181-79A, 180-77 and WAC  
30 181-79A-206. Out-of-state candidates will be required to submit all required  
31 documentation to the Office of the State Superintendent of Public Instruction  
32 (OSPI) to obtain valid Washington State certification as appropriate for  
33 assignments and levels they wish to instruct.

34 B. Endorsement(s) or other evidence of meeting the NCLB Act definition of highly  
35 qualified teacher is applicable for every assignment. The NCLB Act definition  
36 may be substantiated by endorsement(s), proof of passing the appropriate Praxis  
37 exam, or allowable HOUSSE.

38 C. Classroom Assignments: In addition to holding teaching permits or certificates as  
39 required by RCW 28A.410.025, all teaching assignments shall be in accordance  
40 with WAC 181-82-105. Exceptions to this assignment policy will be granted as  
41 outlined in WAC181-82-110.

42

1 **Section 9.8. Reduction in Force Procedures:** In the event it becomes necessary to  
2 apply a reduction in force, the following procedure will be implemented

- 3 A. The Association President and President Elect shall be exempt  
4 from non-renewal.
- 5 B. Retention of staff will be made by employment contract rights, seniority among  
6 employees who have the required college preparation, certification and  
7 endorsement(s) or other evidence of meeting the NCLB Act definition of highly  
8 qualified teacher. The Association will be provided verification of program staffing  
9 by the District through the Executive Director for Human Resources.
- 10 C. Employees who have 1.0 FTE contracts and are assigned to full-time teaching  
11 positions shall be first assigned to all full-time teaching positions consistent with  
12 their individual seniority, college preparation, and endorsement(s) or other  
13 evidence of meeting the NCLB Act definition of highly qualified teacher. All  
14 employees who have 1.0 FTE contracts and are assigned to full time teaching  
15 positions shall not be obligated to accept any part-time teaching position, but  
16 they may be offered such a position in lieu of layoff and they may choose to  
17 accept such a position on a voluntary basis. In the event an employee with a 1.0  
18 FTE contract accepts a part time position the employee will resign that portion of  
19 their employment contract necessary to ensure that their employment contract  
20 FTE is equal to the part time position FTE.
- 21 D. Employees who have less than 1.0 FTE contracts and are currently assigned in  
22 part-time teaching positions shall be assigned only to part-time teaching positions  
23 based on their individual seniority, college preparation, and endorsement(s) or  
24 other evidence of meeting the NCLB Act definition of highly qualified teacher.  
25 Employees who have less than 1.0 FTE contracts shall not be assigned to any  
26 part-time teaching position unless such a position is equal to or less than their  
27 employment contract FTE and has been declined by all employees (employees  
28 with 1.0 FTE contracts or employees with less than 1.0 contracts equal to or  
29 greater than the position FTE) with greater seniority where college preparation  
30 and endorsement(s) or other evidence of meeting the NCLB Act definition of  
31 highly qualified teacher are the same.
- 32 E. The Employer will take official action related to nonrenewal of employment  
33 contracts in accordance with state laws and regulations.

34 **Section 9.9. Recall Procedure:** All employees employed under the jurisdiction of this  
35 Agreement for whom a position is not available shall be placed in the employment pool  
36 and shall be eligible for employment in any vacancy covered by this Agreement which  
37 thereafter occurs for which the employee is qualified using the same criteria for  
38 qualification as is used in this provision for determining the employees who will be  
39 retained.

- 40
- 41 A. All certificated employees will be retained in the employment pool until they are  
42 re-employed on a continuing contract or until May 15 of the school year following  
43 the year in which they receive notice of probable cause.
- 44 B. Individuals not employed before the beginning of the next school term shall, upon  
45 application, be placed on the substitute teacher roster.
- 46 C. Individuals in the employment pool shall be responsible for notifying the

1 personnel office of a telephone number and mailing address through which they  
2 can be reached.

3 D. Individuals will be contacted by telephone or in writing to be offered re-  
4 employment and must respond by the end of the second business day following  
5 the receipt of the offer.

6 E. The Employer will mail to the employee confirmation of acceptance or rejection of  
7 the offer by the employee. If the employee cannot be located or mail cannot be  
8 delivered within five (5) calendar days, or if the employee fails to notify the  
9 Employer within forty-eight (48) hours of his or her acceptance or rejection of the  
10 offer, the employee shall be dropped from the employment pool.

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**ARTICLE 10**  
**EVALUATION FOR OTHER CERTIFICATED STAFF**

**Section 10.1. General Information:** In accordance with RCW 28A.405.100, evaluation will be conducted as follows for certificated staff members who are not classroom teachers and are employed under a continuing provisional or a continuing contract with the District. This includes, but is not limited to: ESAs, counselors, librarians, Media specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with a regularly recurring and specifically defined group of students. Certificated staff who are classroom teachers will be evaluated under the Professional Growth & Evaluation System, as defined in another section of this agreement. Because of the differences in responsibility of staff members, practical methods of evaluation will be implemented which are appropriate to the position being evaluated.

- A. The staff member's immediate supervisor will be responsible for the staff member's evaluation. The immediate supervisor will be determined by the organization plan of the District. Any staff member responsible to more than one (1) supervisor will be evaluated on a single evaluation form and will be notified in writing by October 1 who the evaluator will be. Employees hired after September 15 will be notified in writing within fifteen (15) working days of employment.
- B. All staff members shall be evaluated in accordance with the criteria appropriate to their assignments, (Appendix A). Comments in narrative form for each criteria must be made by the authorized evaluating individual. Only the appropriate District evaluation forms may be used to document the evaluation. Copies of each of the various District evaluation forms shall be provided to the Association prior to printing such forms. The copies shall be reviewed by the Association and, if found to be consistent with this Article, the forms shall be accepted by the Association.
- C. Academic coaches are non-supervisory staff who support the improvement of instructional practices in order to improve student achievement. Academic coaches will not be consulted in the performance and/or evaluation of other HEA members.
- D. HEA members will not evaluate other HEA members.
- E. Evaluations shall be filed in the staff member's personnel file at the District Human Resources Department.
- F. Evaluations will be made as follows:
  - i. All staff members, including new staff members, shall be evaluated annually. Such evaluations shall follow the procedure for annual evaluations as outlined below and shall be submitted to the Human Resources Department no later than August 1 of the year in which evaluation takes place.
  - ii. Employees who resign or retire during the school year may choose to have a final evaluation.
  - iii. If a staff member is transferred to another position not under the current supervisor's jurisdiction, an evaluation shall be made by the current supervisor at the time of the transfer provided, however, that if the staff

1 member has worked less than nine (9) weeks for the supervisor prior to  
2 the transfer, no evaluation need be made.

3 iv. An overall rating of "satisfactory" or "unsatisfactory" shall summarize the  
4 evaluation.

5 **Section 10.2. Short Form Evaluation:** After an employee has four (4) years of  
6 satisfactory evaluations under the current regular evaluation process as outlined in this  
7 Article, the immediate supervisor may use a short form of evaluation. The short form  
8 evaluation shall not be used as a basis for determining that an employee's work is  
9 unsatisfactory under Sections 10.5 and 10.6. of this Article, nor as probable cause for  
10 non-renewal of an employee's contract under RCW 28A.405.210. An employee or  
11 evaluator may request that the regular evaluation procedure be conducted in any given  
12 school year. The evaluator shall choose one (1) of the (2) options below for the short  
13 form process:

14 A. One (1) thirty (30) minute observation during the school year with a written  
15 summary.

16 B. Two (2) observations during the school year totaling sixty (60) minutes. A final  
17 annual written evaluation, based on the criteria in Appendix A, summarizing both  
18 observations is to be given to the employee after the second observation.

19 **Section 10.3. Observations:**

20 A. All staff members newly employed by the District shall be observed for the  
21 purpose of evaluation at least once for a total observation time of thirty (30)  
22 minutes during the first ninety (90) calendar days of their employment.

23 B. For the purpose of the regular evaluation procedure (long form), each staff  
24 member shall be observed at least twice each school year. One such observation  
25 shall occur prior to January 1 and another following January 1. Total observation  
26 time for each staff member for each school year shall not be less than sixty (60)  
27 minutes and one (1) of the observations shall be at least twenty (20) continuous  
28 minutes. A series of brief observations conducted within a period of ten (10)  
29 working days may be a single observation.

30 C. In addition to the observations required under Section 10.3, Paragraphs A and B  
31 above, supervisors may make additional observations at any time during the  
32 school year, following the procedures outlined in paragraph E below, with the  
33 exception that a post-observation conference is optional.

34 D. Observations for a short form evaluation shall be in accordance with Section  
35 10.2, paragraph B above.

36 E. The supervisor or other designated evaluator shall promptly document in writing  
37 each observation and shall provide the staff member with a copy thereof within  
38 three (3) working days of such documentation having been prepared, but no later  
39 than five (5) working days after the observation. If areas of deficiency are noted,  
40 suggestions for improvement shall be included in the written report. A post-  
41 observation conference shall be held within ten (10) working days after the  
42 required observations. The staff member shall sign and date the observation  
43 report to indicate that he/she has seen the report. The staff member's signature  
44 on the observation report does not necessarily imply agreement with the contents  
45 thereof.

1 F. Evaluators will take into consideration the extent to which individual assignments  
2 include several subject areas. The distribution of observation time should reflect  
3 the major and minor areas of the assignment. The actual allocation of time spent  
4 in observing a staff member with a mixed subject matter preparation assignment  
5 shall be recorded by the supervisor on the evaluation form.

6 **Section 10.4. Procedures Applicable to Annual Evaluations:** By October 1 or within  
7 thirty (30) days of employment, the District will provide each staff member with a copy of  
8 the evaluative criteria appropriate to the staff member's assignment, (Appendix A). The  
9 staff member may request a conference with the supervisor to discuss the evaluative  
10 criteria prior to the first observation.

11 A. The evaluation of a staff member's performance shall be based upon the direct  
12 observation of the staff member's assignment by the immediate supervisor or  
13 designee as provided in Paragraph F. above and/or verified factual information.

14 B. If an immediate supervisor becomes a party to information that could affect a  
15 staff member's evaluation, such information cannot be used on the evaluation  
16 unless the immediate supervisor has verified the information by either  
17 subsequent direct observation or investigation that verifies the information to be  
18 accurate and factual, and has brought it to the staff member's attention at the  
19 time the supervisor determines that there is a potential problem.

20 C. Following the completion of an annual evaluation, a meeting shall be held  
21 between the supervisor and the staff member between May 1 and June 15 or the  
22 last day of school, whichever is earlier, to discuss the evaluation reports and, if  
23 appropriate, to jointly develop a plan for growth in professional effectiveness.

24 D. The staff member shall sign the evaluation report to indicate that he/she has  
25 seen the report and has discussed its contents with the supervisor. The staff  
26 member's signature on the evaluation report does not necessarily imply  
27 agreement with the evaluation.

28 E. The staff member shall be given a copy of the evaluation report. All evaluation  
29 forms shall be submitted to the Human Resources Department no later than  
30 August 1 of the year in which the evaluation is made.

31 F. Following completion of an evaluation, the staff member shall have the option of  
32 responding in writing to the supervisor's evaluation. Any such written response  
33 shall be submitted within a reasonable period of time from the receipt of the  
34 evaluation or the evaluation conference, whichever is later to the supervisor for  
35 signature and shall then be forwarded to the District Human Resources  
36 Department for inclusion in the staff member's personnel file. The failure of the  
37 staff member to elect to submit a response to an evaluation shall not be  
38 interpreted to indicate agreement with the evaluation.

39 **Section 10.5. Need for Improvement - Non-Provisional Employees:** Should the  
40 evaluation process reveal the need for improvement in one (1) or more areas defined by  
41 the evaluative criteria, the supervisor and the staff member shall develop a mutually  
42 acceptable written plan of support designed to improve the staff member's effectiveness.

43 A plan of support will identify the specific evaluative areas needing growth and the  
44 desired performance expectations. Additionally, the plan will provide for periodic  
45 performance feedback during that school year. It shall offer a minimum level of support  
46 provided and funded by the district, including:

- 1 A. up to 20 hours of mentoring,
- 2 B. up to \$500 in professional development courses or materials,
- 3 C. up to three days of release time to observe or be observed by colleagues.
- 4 D. Additional supports may be discussed and added by mutual agreement of the
- 5 staff member and evaluator.

6  
7 No documentation related to the plan of support shall be placed in the staff member's  
8 personnel file.

9 **Section 10.6. Unsatisfactory Performance – Non-Provisional Employees:** In the  
10 event that a principal or other supervisor determines on the basis of the annual  
11 evaluation that the performance of a staff member under his or her supervision is  
12 unsatisfactory, the staff member may be placed on probation. In the event that a  
13 supervisor intends to place a staff member on probation, the supervisor shall report the  
14 same in writing to the superintendent. The report shall include the following:

- 15 A. The evaluation report prepared pursuant to the provisions of Section 10.1; and
- 16 B. A recommended specific and reasonable program to assist the staff member in
- 17 improving his/her performance.

18 **Section 10.7. Establishment of Probationary Period – Non-Provisional Employees:**

19 If the Superintendent concurs with the administrator's judgment that the performance of  
20 the employee is not satisfactory, the Superintendent shall place the staff member in a  
21 probationary status for a period of not less than sixty (60) school days, any time after  
22 October 15. Before being placed on probation, the Association and the staff member  
23 shall be given notice of action from the Superintendent which shall contain the following  
24 information:

- 25 A. Specific areas of performance deficiencies related to the evaluative criteria;
- 26
- 27 B. A suggested specific and reasonable program for improvement;
- 28
- 29 C. A statement indicating the duration of the probationary period and that the
- 30 purpose of the probationary period is to give the staff member the opportunity to
- 31 demonstrate improvement in his/her area or areas of deficiency.
- 32
- 33 D. Upon request from the staff member and/or principal, the Superintendent or
- 34 Designee shall consider an extension of the probationary period. Days may be
- 35 added to the probationary status if deemed necessary to complete a program for
- 36 improvement and evaluate the probationer's performance, as long as the
- 37 probationary period is concluded before May 1st of the same year.
- 38

39 **Section 10.8. Probationary Plan of Improvement – Non-Provisional Employees:** A  
40 probationary plan of improvement will be developed and will include the specific  
41 evaluative criteria which must be met and the performance expectations which will be  
42 used to determine the staff member's success or failure. The plan will include a system  
43 for periodic feedback during the term of probation, supports provided and funded by the  
44 district, and the dates those supports will be put in place. A minimum level of support will  
45 include:

- 46 A. A mentor or coach, experienced with the staff member's field of work, to work

- 1 with the probationer for up to 40 hours during the 60-day probationary period.
- 2 B. At least three days of release time to observe and/or be observed by other  
3 colleagues in the district.
- 4 C. A second in-district administrator to observe the staff member, at his or her  
5 request.
- 6 D. Relevant professional development courses and/or materials, upon request, up  
7 to \$500.
- 8 E. Release to work on their POI during up to 4 PCT times that are not related to  
9 professional development in the staff member's field. No more than two PCT  
10 times may be taken from administratively-directed PCT time. Release time to be  
11 arranged in advance between the staff member and his/her principal.
- 12

13 **Section 10.9. Evaluation During the Probationary Period – Non-Provisional**  
14 **Employees:** At or about the time of the delivery of the probationary letter, the principal  
15 or other supervisor shall hold a personal conference with the probationary staff member  
16 to discuss the performance deficiencies and the remedial measures to be taken.

- 17 A. During the probationary period, the principal, supervisor or other evaluator shall  
18 meet with the probationary staff member at least two (2) times during each  
19 twenty (20) school day period, calculated from the beginning of the probationary  
20 period to supervise and make a written evaluation of the progress, if any, made  
21 by the staff member. The provisions of Section 10.3, Paragraph E, above shall  
22 apply to the documentation of observation used in evaluation reports during the  
23 probationary period.
- 24 B. The superintendent may remove a staff member from probation at any time by  
25 notifying the person in writing that he/she has demonstrated improvement to the  
26 satisfaction of the immediate supervisor in those areas specifically detailed in  
27 his/her notice of probation.
- 28 C. The probationary staff member may request that an additional certificated  
29 evaluator become part of the probationary process and the request must be  
30 granted. If the District is unable to provide a jointly-selected additional evaluator,  
31 one will be jointly selected by the District and the Association from a list of  
32 evaluation specialists compiled by the ESD.
- 33 D. If a procedural error occurs in the implementation of a program for improvement,  
34 the error does not invalidate the probationer's plan for improvement or evaluation  
35 activities unless the error materially affects the effectiveness of the plan or the  
36 ability to evaluate the probationer's performance.
- 37 E. Supervisor's Post-Probation Report: Unless the probationary staff member has  
38 previously been removed from probation, the principal or other supervisor shall  
39 submit a written report to the superintendent at the end of the probationary  
40 period, which report shall identify whether the performance of the probationary  
41 staff member has improved and which shall set forth one of the following  
42 recommendations for further action:
- 43 i. That the staff member has demonstrated sufficient improvement in stated  
44 area(s) of deficiency to justify the removal of the probationary status; or

- 1           ii. That the staff member has demonstrated sufficient improvement in the
- 2           stated area(s) of deficiency to justify the removal of the probationary
- 3           status if accompanied by a letter identifying area(s) where further
- 4           improvement is required; or
- 5           iii. That the staff member has not demonstrated sufficient improvement in
- 6           the stated area(s) of deficiency and action should be taken to non-renew
- 7           the employment contract of the staff member pursuant to current law.

8           F. Action by the Superintendent: Following a review of any report submitted

9           pursuant to Paragraph C above, the superintendent shall determine which of the

10          alternative courses of action is proper and shall take appropriate action to

11          implement such determination.

12

13          **Section 10.10. Less than Satisfactory Performance - Provisional Employees:**

14          Before non-renewing a provisional employee, a supervisor shall have made good faith

15          efforts beyond the minimum requirements of the evaluation process to assist the

16          employee in making satisfactory progress toward remediating deficiencies.

17          If, after the first 90 days of employment, an evaluator believes that a provisional

18          employee has not made significant progress toward remediating deficiencies despite

19          support, the supervisor shall meet with the employee and the HEA President or

20          designee no later than April 1<sup>st</sup>.

21          Any notification of non-renewal shall be issued no later than May 15, as provided in

22          RCW 28A.405.220.

23          **Section 10.11. Applicability of Grievance Provisions:** Grievances relating to

24          evaluations are limited to the following:

- 25           A. A staff member may grieve an evaluation if an immediate supervisor fails to
- 26           utilize the appropriate evaluative criteria identified in Appendix A.
- 27           B. In addition, a staff member may grieve an evaluation if an immediate supervisor
- 28           fails to adhere to the evaluative timeline requirements.

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**ARTICLE 11**  
**CONTRACTUAL WORK YEAR**

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**Section 11.1. Regular Contractual Work Year:** The regular contractual work year for staff members will be one hundred eighty (180) days. Should the legislature change the regular contract work year (student year) HSD and HEA will negotiate the impact of that change. In the event Learning Improvement Days (LID) days are restored HSD and HEA will negotiate implementation.

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**Section 11.2. District Initiative Days (DID).** In addition to the regular contract year in Section 11.1 above, staff will work three District Initiative Days (DID).

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A. The District will plan the days to support the district-wide focus, recognizing that employees' professional development needs may differ depending on their job responsibilities. When appropriate, leadership teams are encouraged to plan for a variety of whole group, small group, and individual work related to implementing the district's initiatives.

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B. Staff may use leaves as described in Article 14 on these supplemental work days.

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C. One of these days will be on the calendar in Appendix B. The remaining days will be scheduled through school leadership teams. DID days shall not be scheduled more than 10 calendar days prior to the first student day.

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D. Staff will be compensated for these days by the TRI contract in Section 12.2 herein.

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E. Part-time staff will work a pro-rated portion of these days as scheduled with their administrative supervisor, unless offered additional time at the hourly rate in Appendix D to attend full days.

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**Section 11.3. Orientation Day.** In addition to the regular work year described in Section 11.1, staff are expected to attend the ½ day orientation prior to the first student day identified in the work year calendar in Appendix B. Orientation day shall not be scheduled more than one week prior to the first student day.

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A. Staff may use leaves as described in Article 14 on this supplemental work day.

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B. Staff will be compensated for this day by the TRI contract in Section 12.2 herein.

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C. Part-time staff will work a pro-rated portion of these days as scheduled with their administrative supervisor, unless offered additional time at the hourly rate in Appendix D to attend full days.

**Section 11.4. Calendar for Emergency Closure.** A student day lost due to emergency closure of a building or the district will be made up by staff members on the Tuesday after Memorial Day. Additional lost school days will be made up at the end of the school year.

1 **Section 11.5. Calendar for Holidays:** The following holidays shall be observed by the  
2 District for the term of this Agreement:

- 3 A. Labor Day
- 4 B. Veterans' Day
- 5 C. Thanksgiving Day
- 6 D. Friday following Thanksgiving
- 7 E. December 25
- F. New Year's Day
- G. Martin Luther King's Day
- H. Presidents' Day
- I. Memorial Day
- J. Fourth of July

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**ARTICLE 12**  
**PROFESSIONAL COMPENSATION AND BENEFITS**

**Section 12.1. Basic Salary:** The basic salaries of staff members covered by this Agreement are set forth in Appendix C.

**Section 12.2. Transcripts:** Approved credits earned after receipt of the Bachelor's degree\* for professional preparation must be completed by September 15 of each year, and official transcripts verifying credits earned must be registered with the Human Resources Department by November 1 in order to be applicable on the salary schedule for the current school year. If an advanced degree is registered with the Human Resources Department after the above deadline of November 1, but prior to the end of the school district's first semester, one-half (1/2) of the degree stipend will be granted for the school year. After registration of the advanced degree, the amount of stipend will be paid in equal monthly payments over the remainder of the school year.

**Section 12.3. Staff Professional Growth:** Staff members will be provided salary increments consistent with the District salary schedule for earning approved professional credits beyond the BA degree (The parties agree that staff members who earned and recorded credits prior to September 1, 1983, will not be impacted by the phrase, "after receipt of the Bachelor's degree") as follows:

- A. The District agrees to accept all eligible academic credits, from an accredited community college, college or university that generate state funding.
- B. The District shall accept all clock hours and in-service credits that meet State Board of Education approval and generate state funding. Ten (10) in-service credit hours shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule.
- C. For complete participation in District sponsored and/or approved workshops: one quarter hour incremental credit will be granted for each ten (10) hours of participation.
- D. No staff member shall be given experience credit except as provided herein. All staff members shall receive credit on the salary schedule for recognized teaching experience performed under a valid certificated teaching credential, including substitute teaching. Effective September 1, 1989, Educational Staff Associates (ESAs) shall receive credit for related job experience as determined by the Director of Human Resources. Staff members on the vocational salary schedule will be credited with placement on that salary schedule for successful work experience as determined by the Human Resources Department to a maximum of six (6) years. Staff members on the vocational salary schedule who qualify through training may request to be placed on the appropriate step on the teachers' salary schedule. The person's training and experience is subject to verification by the Human Resources Department.
- E. Experience credit will be provided on a one (1) full year basis. A minimum of five tenths (.5) years experience will qualify a staff member for one (1) full year credit. All verifiable substitute teaching time is recognized for experience credit purposes.
- F. Experience will be calculated cumulatively. Experience in the military, Peace Corps or Vista which interrupted professional employment will be recognized by the District for placement on the salary schedule. Sick leave accumulations are

1 transferable from other districts as provided by state statute.

2 G. Experience credit will be recognized as follows:

Actual Days	Years of Recognized Experience
0 - 8	0
9 - 26	1
27 - 44	2
45 - 62	3
63 - 80	4
81 - 98	5
99 - 116	6
117 - 134	7
135 - 152	8
153 - 170	9
171 - 180	10

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**Section 12.4. Certificate Renewal:** Each individual staff member shall be responsible for seeing that his/her certificate(s) are current and renewed when due and that outside District teaching experience, military service time and cumulative sick leave are properly documented and submitted to the Human Resources Department.

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**Section 12.5. Payroll:**

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- A. All staff members shall be paid one-twelfth (1/12) of their annual salary on or before the last district business day of each month beginning with the month following initial employment; provided, such employment commenced by the fifteenth of the month. Should a staff member's contract be terminated, the staff member will receive a total salary which bears the same ratio to the contractual year salary provided, as the number of days of service performed by the staff member bears to the total number of contractual days in the school year unless a further reduction is imposed pursuant to the law for disciplinary reasons.
- B. All extra duty/extra curricular contracts shall be compensated on a prorated monthly basis during the time service is rendered. Staff members awarded extra-duty contracts shall be compensated according to the appropriate schedule set forth in Appendix D - Additional Pay for Additional Time and/or Responsibilities, and Extra-Curricular). Substitutes and employees paid at an hourly rate shall be paid monthly for those hours worked in the payroll cycle. The payroll cycle shall be from the eleventh (11th) of one month to the tenth (10th) of the next month. Paychecks shall be issued as provided in E above.
- C. Payroll deductions are available to assist staff members to pay premiums for plans which may from time to time be approved by the Board and/or which are required by state statute.
- D. On designated pay days during the school year, staff members will be paid

1 through direct deposit to an account(s) of their choosing and paystubs will be  
2 made available through a secure online payroll system.

3 **Section 12.6. District Insurance Contribution:**

4 A. Full-Time Employees: The District shall provide the monthly amount identified in the  
5 state appropriation act for a full-time staff member's group insurance premiums.  
6 The District shall pay the Health Care Authority (HCA) carve-out/retiree subsidy  
7 separately and not subtract such amount from the amount provided to employees  
8 for group insurance premiums.

9 i. In addition, the District will pool that portion of the monthly employer  
10 contribution not utilized by employees in accordance with RCW  
11 28A.400.280. On a monthly basis commencing no later than with the  
12 October warrant, the District's insurance contribution for full-time staff  
13 members shall be increased to the level designed to expend, on behalf of  
14 full-time staff members having payroll deductions for medical insurance, the  
15 pooled and unused money; and provided such revised rate shall be  
16 effective only through August 31. Unused funds shall revert to the  
17 employee optional benefits pool to be distributed to qualifying employees in  
18 equal installments as required by RCW 28A.400.280. Participation in the  
19 dental, vision and long-term disability programs is required of all full-time  
20 employees. The dental, vision and long-term disability premiums will be  
21 deducted first from the money available for insurance premiums.

22 ii. A medical plan, if selected by the employee, will be paid to the extent  
23 provided by available funds in the insurance pool.

24 B. Less Than Full Time but at Least Half Time Employees: Staff members who are  
25 less than full time but at least half time employees shall also be eligible for District  
26 insurance contributions. Such staff members may utilize more than one of the  
27 approved group insurance plans to take advantage of the maximum dollar amount  
28 of allowance.

29 i. Participation in the dental, vision and long-term disability programs is  
30 required of all employees whose individual contract is equal to one half (1/2)  
31 or more of a full-time contract. The dental, vision and long-term disability  
32 premiums will be deducted first from the money available for insurance  
33 premiums.

34 ii. Such contribution shall be equal to the cost of the required dental, vision  
35 and long-term disability premiums, and the product of multiplying the  
36 employee's full time equivalency times the difference between the maximum  
37 amount available to full time staff members and the required dental, vision  
38 and long-term disability premiums.

39 C. Less Than Half Time Employees:

40 i. Staff members who are less than half time shall also be eligible for District  
41 insurance contributions. Such staff members may utilize more than one (1)  
42 of the approved group insurance plans to take advantage of the maximum  
43 dollar amount of allowance. Participation in the dental, vision and long-term  
44 disability programs is not required of these employees. Such contribution

- 1 shall be equal to the product of multiplying the employee's full-time  
2 equivalency times the difference between the maximum amount available to  
3 full-time employees and the cost of the dental, vision and long term disability  
4 premiums required of a full-time employee.
- 5 ii. When an employee's premiums for approved insurance plans are less than  
6 the amount, for which the employee is eligible, the actual cost of the  
7 premiums will be paid.
- 8 iii. The District will make available to employees, at their option, an Internal  
9 Revenue Service Code Section 125 Flexible Benefits Plan. The plan will be  
10 established, administered and communicated to employees without cost to  
11 the employees.

12 **Section 12.7. Insurance Plans:** Approval of group insurance plans by the Board of  
13 Directors for staff members' participation in the payment of premiums will be considered on  
14 the basis of: submittal and recommendation for approval by the Association; an adequate  
15 number of people indicating interest in such a plan; the number of similar insurance plans  
16 already approved; and availability of any plan to all employees of the school district. Open  
17 enrollment windows and effective coverage dates will be consistent with the rules  
18 governing the adopted plans.

- 19 A. The basic required benefit plans shall consist of the following group plans:
- 20 i. Medical Plans – Premera Blue Cross and “Traditional” Group Health  
21 ii. Dental Plans - United Concordia Dental, Willamette Dental  
22 iii. Vision Plan – Northwest Benefit Network  
23 iv. Long Term Disability - Cigna Group LTD (ninety [90] calendar day qualifying  
24 period).
- 25 B. The following optional accident, salary, life insurance and annuity plans are  
26 available for eligible employees:
- 27 i. Accident Plan - American International Group (AIG)  
28 ii. Salary Plans - Salary Insurance (WEA), Reassure America  
29 iii. Additions may be made during the contract year as approved by the Board.

30 **Section 12.8. Domestic Partner Coverage:** Domestic Partners must qualify according  
31 to the definitions commonly accepted by the insurance carriers. Insurance carriers  
32 require domestic partners to verify (Appendix F) that the relationship meets the  
33 conditions that define a long-term commitment of a partnership nature. Parents, children  
34 and other relatives do not qualify as partners.

- 35 A. Domestic partners are defined as:
- 36 i. Sharing the same regular and permanent residence,  
37 ii. Having a close personal relationship, and  
38 iii. Being jointly responsible for ‘basic living expenses,” and  
39 iv. Not being married to anyone, and  
40 v. Being eighteen (18) years of age or older, and

- 1           vi. Not related by blood closer than would bar marriage in the State of  
2           Washington, and
- 3           vii. Being mentally competent to consent to contract when the domestic  
4           partnership began,, and
- 5           viii. Being each other's sole domestic partner and responsible for each other's  
6           common welfare.
- 7           B. Employees must be eligible for the district's insurance plan(s).
- 8           C. Employees may enroll their domestic partners for dental and vision coverage.  
9           Dental and vision coverage are quoted as a 'composite' rate.
- 10          D. The dental and vision coverage will be a taxable benefit (unless the employee  
11          qualifies for and completes the IRS tax status exemption declaration). Generally  
12          the IRS does not recognize domestic partners as tax free 'dependents.'  
13          Therefore the district will report, as added income, the value of the domestic  
14          partner benefit. Our insurance carrier has said that the value of the benefit would  
15          be 45% of the monthly premium for a partner. This would be shown as added  
16          income on the employee's year-end W-2.
- 17          E. Insurance rates for partners (and partner's dependents) are set by the various  
18          carriers. Most insurers have quoted partner and dependent rates at the same  
19          level as for spouse and dependents. Since the employee pays the full cost of the  
20          premium, there is no cost to the pool or to other employees; for specific rates,  
21          contact the Benefits Coordinator in Human Resources.
- 22          F. Employees enroll domestic partners for medical benefits provided the employee  
23          pays any added cost over and above the employee's and/or their dependents'  
24          coverage. For example, if an employee has \$50.00 left in their monthly benefit  
25          allotment, the employee may not use any of that money to cover a domestic  
26          partner: if the cost of adding medical coverage for his/her domestic partner is  
27          \$300, the employee will need to pay \$300 through payroll deduction.
- 28          G. Employees may not use their state allocated dollars, pooled dollars, or Section  
29          125 Flexible Benefits Account for domestic partner coverage. The state-funded  
30          benefit amount cannot be used to pay for the domestic partner's premium. This  
31          would be considered a 'gift of public funds' and is prohibited by the State  
32          Constitution. Pooling cannot be used to pay the domestic partner's premium for  
33          the same reason. The Internal Revenue Service does not allow domestic  
34          partners to be covered in the district's Flexible Benefit Plan. Any expense for  
35          medical premiums must be taken out of the employee's net pay.
- 36          H. The district will extend domestic partner benefits consistent with changing legal  
37          requirements. If legal requirement changes broaden benefits for domestic  
38          partners, the benefit committee will meet to determine how best to implement  
39          that coverage. All district insurance coverage is rated for the entire district rather  
40          than individual bargaining groups. Therefore, benefit changes apply to all  
41          employee groups. Obtaining separate ratings for each unit would likely increase  
42          the cost of coverage for each unit because the carrier would be taking on a larger  
43          risk relative to the size of the group.
- 44          I. Employees may sign up their domestic partner/dependents during the open  
45          enrollment period. If you meet the requirements, complete the following affidavit  
46          form and the appropriate medical enrollment forms.

1 **Section 12.9. Mileage:** Staff members covered by this Agreement will be eligible for  
2 reimbursement for mileage within and/or outside the District when approved by the  
3 Superintendent on the basis of District assignments beyond those normally required in  
4 the staff member's regular duties. Travel and related expenses within the state or other  
5 locations within a 300 mile radius of the District must be approved by the  
6 Superintendent. Travel beyond a 300 mile radius of the District must be approved by the  
7 Board. The following guidelines will prevail regarding staff member travel within the  
8 District or travel within a short radius of the District:

- 9 A. Per mile reimbursement claims must be reported and filed monthly on a "Daily  
10 Mileage Record/Claim Form" with an odometer reading showing actual distance  
11 traveled unless the "District Mileage Chart" is used. Travel must be by the shortest  
12 routes;
- 13 B. The "Daily Mileage Record/Claim form" must be submitted to the Business Office as  
14 prescribed on the form. Approved private car mileage is reimbursed at the current  
15 IRS allowable rate per mile;
- 16 C. Regulations on private car mileage are set forth in the daily mileage card;
- 17 D. Travel between the staff member's home and work at the school location or PTSA  
18 meetings are not reimbursable;
- 19 E. Staff members are required to receive prior written approval from a school official  
20 to use private cars for transporting students. Such approval must be obtained by  
21 completing the "Approval for Use of Private Cars for School Transportation" form.  
22 By signing the form, the staff member warrants that he/she has automobile  
23 liability insurance in force on his/her personal car for at least the minimum  
24 amounts as required by law (see RCW 46.29.490: current minimums are  
25 \$25,000/\$50,000 bodily injury and \$10,000 property damage). The District carries  
26 an excess policy for insured drivers.  
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29 **Section 12.10. Part-time Compensation:** Staff members who are employed under  
30 written contract to teach at the secondary level (7-12) for less than full time shall be  
31 compensated on the basis of the number of periods assigned per day, (e.g., if a teacher  
32 is assigned to teach one (1) period in a five (5) period teaching day, then he/she shall  
33 receive one-fifth (1/5) pay; two (2) periods, two-fifth (2/5) pay, etc.). Such staff members  
34 shall be required to fulfill that portion of the seven (7) hours normal work day, excluding  
35 the duty-free lunch period, as their compensated ratio bears to seven (7) hours, (e.g.,  
36 two fifths (2/5) of seven (7) hours to fulfill teaching assignments and/or planning and  
37 availability to parents and pupils on the school site). In addition, such staff member may  
38 be required to fulfill his/her proportionate equitable share of assignments as provided for  
39 in Article 4 (Working Conditions), Paragraph A.4.

- 40 A. Staff members who work half days will be compensated at one-half ( $\frac{1}{2}$ ) pay and will  
41 be responsible for three and one-half ( $3\frac{1}{2}$ ) hours on-school-site time which includes  
42 student contact time, availability to pupils and patrons and planning time. The  
43 building administrator will give due consideration to the staff member when  
44 assigning extra-duties or scheduling staff meetings. Such staff members will qualify  
45 for one-half ( $\frac{1}{2}$ ) year experience credit for each one-half ( $\frac{1}{2}$ ) year of teaching.
- 46 B. Staff members who work a specific number of days a week will be paid on the basis  
47 of the number of days per week as it relates to five (5) days per week, (i.e., three (3)

1 days per week = three-fifths (3/5) pay).

2 **Section 12.11. Salary Increases and Compliance:** Nothing contained in this  
3 Agreement is to be construed to preclude the District from complying with legislated  
4 limitations or vest employees with compensation in excess of such limitations. It is the  
5 intent of the parties to permit incremental movement on the salary schedule and then  
6 increase the salary schedules of Appendix C. All incremental movement shall be  
7 effective September 1.

8 A. The Association and District agree that salary and TRI compensation will be  
9 based on the State Allocation Model. Employees will be paid at the appropriate  
10 SAM cells in accordance with state regulations.

11 i. ESAs and CTE teachers who are currently receiving credit on the salary  
12 schedule for years of experience and credits that are not recognized by  
13 the SAM will continue to receive the recognition; the difference to be  
14 made up from local funds.

15 ii. All employees currently in the District BA+135 column will remain in this  
16 column and they will be paid at the BA+135 SAM column level (the funds  
17 to make up the difference will come from local funds). No additional  
18 employees will enter this column.

19 iii. The Doctorate Stipend is \$1,000 annually.

20 B. On or before March 1 of each school year, the District and the Association will  
21 review the compensation data for certificated personnel as reported to the SPI on  
22 the form S-275 as updated by the District. If the SPI data indicates that there  
23 remains additional capacity, the District shall immediately effectuate an annual  
24 salary increase designed to raise annual salaries of all employees to the  
25 maximum level allowed. On or before May 1 of each school year, such  
26 adjustment shall be paid in a lump sum retroactive to September 1, of that school  
27 year.

28 C. Supplemental compensation will be paid by separate contract pursuant to  
29 Highline School District Board Policy 5050, according to the rates and amounts  
30 specified in Appendix D. This compensation shall not be deemed an increase in  
31 salary or compensation for the purpose of state salary limitations. In the event of  
32 receipt of notice by the District from any governmental unit (legislative, judicial, or  
33 executive) which alleges that the District is not in compliance with law due in  
34 whole or in part to the compensation paid to those employees covered by this  
35 Agreement, whether resulting in a penalty or not, the parties shall meet and  
36 discuss such issues within ten (10) school district business days of the District's  
37 notice to the Association. The parties shall have ten (10) additional business  
38 days in which to meet and exchange information and options on the most desired  
39 method of eliminating the compliance problems. Such options may include  
40 recapture of funds in excess of the control salary from employees.

41 D. In the event the parties fail to mutually select an option then the District may  
42 recapture funds from employees in excess of the control salary by deducting  
43 excess payments from the staff members' pay warrants. The salary schedules  
44 (Appendix C) will be amended to reflect the difference.

- 1 E. Should the Legislature appropriate additional certificated compensation  
2 increases during the current school year, the parties will meet to discuss how  
3 such increases might be accomplished.
- 4 F. This Agreement shall not require the District to make an upward adjustment in  
5 compensation for the unit where this would involve less than \$20,000. The  
6 parties would meet to discuss the disposition of the remaining amount under  
7 \$20,000.

8  
9 **Section 12.12. Time, Responsibility and Incentive (TRI) Contract:** Each employee  
10 will receive a supplemental contract which recognizes that employees will provide a  
11 professionally responsible level of services in the areas described below which are  
12 above the regular contract work year and regular contract day.

13 A. Time: attendance at 3 DID days and a .5 orientation day identified in Sections  
14 11.2 and 11.3 of this agreement.

15 B. Responsibilities:

- 16 i. Preparation of the classroom or workspace before, after, and during the  
17 school year for quality instruction or support of instruction;
- 18 ii. Preparation for and attendance at reasonable building activities outside of  
19 the workday, such as, curriculum nights, family education nights, school  
20 and community functions, and concerts;
- 21 iii. Participation in the collection of artifacts, self-reflection, goal setting and  
22 related professional growth activities including those involved in the  
23 evaluation of professional performance;
- 24 iv. Participation in compliance training (with encouragement for the District to  
25 transition as much required compliance training as possible to flexible  
26 digital forms of asynchronous training that employees may access at their  
27 own chosen times and places);
- 28 v. Participation in a reasonable and equitable number of grade level,  
29 department, building, job-alike and/or district committees, task forces,  
30 processes and activities; and
- 31 vi. Fulfillment of basic contract expectations that fall outside the regular work  
32 day such as the planning of instruction and curriculum, the evaluation of  
33 student work, the preparation of student assessments, the preparation of  
34 summative progress and grade reports for timely distribution, participation  
35 in a reasonable and equitable number of MDT, SST, IEP and/or Section  
36 504 meetings, and communicating with families and students.

37 C. Payment

- 38 i. TRI will be compensated by 23% of the appropriate education and  
39 experience cell on the state allocation model (SAM) in 2015-16.
- 40 ii. Beginning in October 2016, and each October thereafter, HSD and HEA

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designated representatives will meet to review TRI compensation amounts available to all employees (not subgroups or specialists and not including non-salary compensation) in the following 10 comparable districts: Auburn, Bellevue, Clover Park, Edmonds, Everett, Federal Way, Kent, Lake Washington, Mukilteo and Renton. The parties will calculate such TRI as a percentage of the regular base salary on SAM at BA+0/Step 0 and MA+90/Step 16; calculate the sum of the mean and median TRI percentages in the comparable districts at these four data points; and divide the total by 4. This percentage of regular base salary (SAM) will be added to the TRI compensation and paid retroactively to the first day of the school year in the November payroll. The maximum percentage increase shall be 4.5% in 2016-17.

- iii. In 2015-16 and thereafter, the TRI contract will be supplemented by a longevity step of \$500 for employees with 20 or more years of experience, \$1,000 for employees with 25 or more years of experience and \$1,500 for employees with 30 or more years of experience. In 2016-17 and thereafter, the TRI contract will be supplemented by a longevity step of \$1,000 for employees with 20 or more years of experience, \$2,000 for employees with 25 or more years of experience and \$3,000 for employees with 30 or more years of experience.
- iv. Employees will be paid 1/12<sup>th</sup> of the annual contract amount on the established payroll dates.
- v. The TRI compensation will be prorated for employees with less than 1.0 FTE contracts based on their contracted FTE. Part time employees who are required to attend DID, or other required professional development beyond their fractional TRI percent will be compensated by extra service in accordance with contract language.

D. Levy Contingency: This Section 12.12 shall reopen at the request of either party should the District fail to pass a levy to support the maintenance & operations of the district with two levy collections for any particular school year or should the Legislature reduce, invalidate or otherwise limit the District's authority to collect a maintenance & operations levy at the level in effect at the time of ratification of this Agreement.

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ARTICLE 13  
INSTRUCTIONAL MATERIALS

**Section 13.1. Instructional Materials:** The Board will determine the funds available to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment to assist staff members in fulfilling their teaching responsibilities. The District will provide sufficient numbers of District texts and/or District required workbooks for student instruction unless they cannot be supplied by the book vendor.

**Section 13.2. Instructional Materials Committee:**

- A. At least three (3) and at least one-third (1/3) of the total members of the District's Instructional Materials Committee (IMC) will be non-supervisory certificated instructional staff members. The Association will recommend to the District Superintendent names of staff members for potential membership on the IMC. The District will publish the names of IMC members on the District website. Staggered terms of service will be identified in District procedure.
- B. At a minimum, the IMC will:
  - i. Develop and oversee an established timeline for cycle of curriculum review;
  - ii. Appoint adoption committees for review and selection of new curricula;
  - iii. Review the recommendations of adoption committee and recommend new curricula to the Board;
  - iv. Review and define various types of instructional materials (e.g. "core curriculum" and "supplemental instructional materials") in District administrative procedure and the process for approval for such;
  - v. Receive, consider and act upon written complaints regarding district instructional materials; and
  - vi. Screen materials for bias prior to adoption.

**Section 13.3. Adoption Committees:** At least one-half (1/2) of the members of an adoption committee shall be non-supervisory certificated staff members. The Association will recommend to the IMC names of staff members for potential membership on adoption committees. The District will publish the names of Adoption Committee members on the District website. Teachers selected for adoption committees should represent the content areas/grade levels being addressed, a broad representation from across the district, and the experience of current practitioners. Adoption committees will identify necessary training, support and timeline for successful implementation of the adopted curriculum.

1     **Section 13.4. Supplies and Materials:** Staff members will be given the opportunity to  
2     consult with building administrators prior to the purchase of supplies and materials used  
3     in the instructional and/or extracurricular programs.

4             A. Staff members will be requested to provide an annual prioritized list of desired  
5             supplies and materials.

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**ARTICLE 14**  
**LEAVES OF ABSENCE**

**Section 14.1. Illness/Injury/Disability Leave:** The District will provide twelve (12) days of leave per year up to a maximum accumulation of days as provided by law for illness, injury, disabilities, and emergencies. The twelve (12) days shall be posted to the credit of a 1.0 FTE employee effective the first day each school year. Staff members under contract as part-time employees will accumulate Illness/Injury/ Disability Leave proportionally based on their FTE. The employee may use such leave for personal illness or injury, pregnancy, miscarriage, abortion, childbirth and recovery, care of a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision, care for spouse, domestic partner or parent, parent-in-law, or grandparent with a serious or emergency health condition, and adult son or daughter incapable of self-care due to a disability. Should the employee leave school district employment before the end of the school year, sick leave will be prorated based on the FTE worked and a deduction will be made from the employee's final paycheck.

Leave will not accrue or be paid during any period of an unapproved absence.

- A. Staff members who are absent for five (5) working days or longer due to serious illness, injury, or disability may be required to provide a certificate from the staff member's physician upon their return to work indicating that the staff member is physically capable of performing the essential functions of their position.
- B. For any absence, the District reserves the right to request a physician's certificate as proof of disability. For disabilities extending beyond thirty (30) work days the District may require an examination of its staff member by a physician at the District's expense.
- C. Staff may take such leave in one (1) hour increments providing coverage may be obtained within the building and is approved by the supervisor.

**Section 14.2. Pregnancy Disability Leave:** A pregnancy disability leave of absence shall be granted to an employee upon her request for the period of temporary disability and as verified in writing by her personal physician or licensed health care provider. This is not counted toward FMLA if eligible (Section 14.3).

**Section 14.3. Childrearing Leave:** An employee may request an extended unpaid leave for childrearing purposes associated with the birth or adoption of a child. They must apply through their principal (or department administrator) to Human Resources.

- i. Childrearing leave must be taken in student semester or trimester increments, depending upon job assignment, for up to a maximum of a one partial and one complete school year leave of absence following their maternity (or paternity) leave and FMLA. The written request must include an estimated start date and end date for the childrearing leave.
- ii. Human Resources will approve or disapprove the request for childrearing leave based on the ability to provide a highly qualified substitute to cover the absence. In addition, Human Resources will ensure that no more than four (4) percent of the total certificated teacher membership is on childrearing leave each year.
- iii. In cases where the father and the mother of the child(ren) are both District employees (and HEA members) unpaid childrearing leave must be taken at separate times within the same approved leave constraints (i.e. within the partial

1 or full year, returning at the trimester or semester break).

2 **Section 14.4. Family Medical Leave (FMLA):** Highline School District will follow the  
3 federal and state requirements for leave provided under FMLA for eligible employees.  
4 Employees must work 1250 hours over the previous 12 months to be eligible for FMLA.  
5 Employees shall be required to use all applicable paid illness and injury leave time  
6 available. Qualifying reasons for using FMLA include the following as those reasons are  
7 defined by federal law:

- 8 A. To care for a newborn or adopted child of the employee who is under the age of  
9 eighteen (18) at the time of placement for adoption, or a newly-placed foster child  
10 within the first twelve (12) months of the child's birth or placement or
- 11 B. To care for a spouse, domestic partner, parent or child of the employee who has  
12 a serious health condition; or
- 13 C. For a serious health condition if it renders the employee unable to perform the  
14 essential functions of his/her position.
- 15 D. If both parents of a newborn or newly-adopted child are employed by the school  
16 district, they shall be entitled to a total of twelve (12) work weeks of FMLA.

17 For more information, go to <http://www.dol.gov/whd/fmla/> .

18 **Section 14.5. Leave for Health Purposes:** Upon written application of an employee, a  
19 leave of absence for up to one (1) year may be granted subject to prior approval of the  
20 Executive Director of Human Resources or designee for purposes of health leave due to  
21 the employee's own illness and/or physical or mental disability. The employee shall  
22 make written application, accompanied by a recommendation from the employee's  
23 attending physician or licensed health care practitioner. Health insurance and other  
24 insurance benefits provided through the District may remain in force throughout the  
25 period of such leave, at the employee's discretion, by the employee submitting to the  
26 District the monthly premium in advance of each payment provided such continuation of  
27 benefits is allowed by the insurance carrier. Employees must exhaust all accumulated  
28 sick leave prior to going on unpaid leave.

29 The employee may return to work at the end of the approved term of the health leave  
30 provided that at least five (5) days prior to the approved return date the employee  
31 submits a physician's or licensed health care practitioner's statement certifying fitness to  
32 return to duty. The employee will be assigned to his/her previous position or to a  
33 position of a similar nature subject to the layoff and recall provisions in effect at the time  
34 of the proposed return. Upon written application by the employee, a health leave may  
35 be extended at the discretion of the Executive Director of Human Resources or  
36 designee, for one (1) additional year only, not to exceed a total of two (2) consecutive  
37 years of leave.

38 **Section 14.6. Leave Sharing:** Employees who are members of this bargaining unit  
39 may participate in the Highline School District Leave Sharing Program as regulated by  
40 state law and regulation and provided by Highline School District Board Policy 5406 and  
41 5406P. In order to be eligible for shared leave, the illness, injury, impairment, or  
42 physical or mental condition must be of an extraordinary or severe nature, meaning  
43 serious, extreme, and/or life threatening.

- 1           A. An employee needing leave days shall submit a request to the District. In the  
2           event the employee is unable to submit such written request, a designee may  
3           submit the request on behalf of the employee.
- 4           B. An employee who has accrued a sick leave balance in excess of the mandated  
5           minimum, may request a transfer of a specified amount of sick leave to the pool,  
6           or specific employee. In no event may such an employee request a transfer of  
7           more than six (6) days of sick leave during the twelve (12) month period of  
8           September 1 through August 31, or request a transfer that would result in his or  
9           her sick leave account going below the mandated minimum.
- 10          C. Any leave transferred to the shared leave program pool, or an individual which  
11          remains unused shall remain in the donation pool until needed.

12       **Section 14.7. Emergency Leave:** An “emergency is defined as an unforeseen and  
13       suddenly precipitated occurrence of a serious nature beyond the control of the employee  
14       which threatens the physical well-being or the devastation of property, such as fire or  
15       flood, of the employee or his/her immediate family and is of such nature that preplanning  
16       is not possible or could not relieve the necessity for the employee’s absence.  
17       Application for emergency leave should be made to the Executive Director for Human  
18       Resources or his/her designee. Each staff member shall be allowed five (5) days per  
19       year.

- 20          A. Emergency leave shall be deducted from the leave for Illness/Injury as provided  
21          for in Section 14.1 of this article.
- 22          B. Some examples of situations that qualify for emergency leave are:
  - 23           i. Serious illness in the immediate family not provided for under Section  
24           14.30. Family Medical Leave. Immediate family is defined as staff  
25           member’s parents, children (age eighteen [18] and over), spouse,  
26           domestic partner brother, sister, parents-in-law, sisters-in-law, brothers-  
27           in-law, sons-in-law, daughters-in-law, grandparents, grandchildren,  
28           nieces, nephews, aunts, uncles, and fiancé or fiancée.
  - 29           ii. Legal or business obligations that cannot be conducted at another time  
30           and require the staff member’s attendance.
  - 31           iii. Threat to an employee’s property (flooding, storm, fire, etc.).
  - 32           iv. Extension of Bereavement Leave because of special circumstances, that  
33           is, travel condition, and/or distance.
  - 34           v. Other emergency events which require time away from assigned duties  
35           and which are beyond the control of the staff member, or which cannot  
36           reasonably be anticipated or avoided.
  - 37           vi. For medical and dental appointments which cannot be scheduled
  - 38           vii. For deaths of close friends or relatives not covered under bereavement in  
39           Section 14.13 with prior approval of the Human Resources Department.
  - 40           viii. A maximum of one (1) day per staff member for a job interview will be  
41           allowed under this paragraph for staff members who have received notice  
42           of non-renewal under the provisions of Article 9 (Layoff and Recall), but  
43           only if the staff member is unable to arrange such interview outside the  
44           regular work day.

- 1           ix. For observances of religious holy days when schools are in session.
- 2           C. Some examples of situations where emergency leave will not be granted are:
- 3           i. For the extension of a staff member's vacation or holiday period unless
- 4           beyond the staff member's control.
- 5           ii. For the convenience of the staff member to attend sporting events, art or
- 6           civic affairs.
- 7           iii. For running out of gas en-route to work.
- 8           iv. For weddings, baptisms, confirmations and graduations.
- 9           v. For the purpose of attending in-service or college/university courses or
- 10          performing course work or taking an exam.
- 11          vi. For the purpose of performing routine maintenance work.
- 12          vii. For the purpose of pursuing other employment except as provided for in
- 13          Section 14.13 General Leaves.
- 14          viii. The staff member will inform the immediate supervisor of the emergency
- 15          at the time of the emergency or as soon thereafter as possible and state
- 16          that he/she is using emergency leave.
- 17          ix. In the case of personal leave for emergencies, if the reason for the leave
- 18          is sensitive, the staff member may communicate orally with the immediate
- 19          supervisor or with the director of Human Resources and not be required
- 20          to state a reason in writing.

21          **Section 14.8. Personal Leave:** For the duration of the contract, a maximum of six (6)

22          days of personal leave. Personal leave shall be granted at the employee's discretion. No

23          more than four (4) days may be used consecutively. No more than two (2) days may be

24          used to extend a school holiday. Such leave shall be deducted from the

25          Illness/Injury/Disability Leave as provided for in Section 14.1 of this article.

26          **Section 14.9. Military Training Leave:** The District will provide up to twenty-one (21)

27          days of compensated leave per year for reservists ordered to active duty for training or

28          active duty.

29          **Section 14.10. Bereavement Leave:** The District will provide up to four (4) days of

30          compensated bereavement leave at or near the time of death in the immediate family.

31          The immediate family includes: staff member's mother, father, son, daughter, spouse,

32          domestic partner, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-

33          law, son-in-law, daughter-in-law, grandparents, grandchild, niece, nephew, aunt, uncle,

34          fiancé or fiancée and anyone residing with the employee. (In the event additional days

35          are required, see Section 14.7. Emergency Leave).

36          **Section 14.11. Leave for Business Purposes at District Request:** Whenever an

37          employee is scheduled by the District to participate during working hours in conferences

38          or other such meetings, he/she will suffer no loss of pay.

39          **Section 14.12. Judicial Leave:** In the event a staff member is summoned to serve as a

40          juror, or is subpoenaed to appear as a witness in court or is named as a co-defendant

41          with the District, such staff member shall receive a normal day's pay for each day of

1 required presence in court. Money paid as jury duty fee or witness fee, travel allowance  
2 or costs incurred for parking are not reimbursable to the District. Upon receipt of a jury  
3 summons or subpoena, the staff member shall immediately notify the immediate  
4 supervisor and the Human Resources Department. The staff member shall be required  
5 to furnish a signed statement from a responsible officer of the court as proof of jury  
6 service or as a witness. If a staff member is a party to a case, the staff member may  
7 request a leave of absence without pay.

8 **Section 14.13. Leave for Public Office or Appointed Position:** The District may grant  
9 staff members leaves of absence for all or part of a school year for the purpose of  
10 serving as an officer of a local, state or national professional association or an elected or  
11 appointed public official. Such leave shall be without pay or benefits; however, those  
12 benefits previously accrued, including seniority and accumulated sick leave will be  
13 retained. Request for such leave must be made in writing to the Superintendent prior to  
14 April 1, of the preceding year in which the leave would commence, indicating the  
15 purpose of the requested leave. Confirmation of the position for which such a leave is  
16 granted will be required prior to the commencement of such a leave. Additional years  
17 may be granted upon written request to the Human Resources Department. A staff  
18 member returning from leave for public office or appointed position will be assigned to a  
19 position for which he/she qualifies (based on certification and endorsements).

20 **Section 14.14. Assault Leave:** An assault and/or battery upon a certificated staff  
21 member or any case of verbal threat or abuse by an adult or student upon a certificated  
22 staff member while acting within the scope of his/her employment shall be reported  
23 promptly to the employee's immediate supervisor. Upon receipt of such a report the  
24 District will investigate and initiate appropriate actions.

25 A. Certificated staff members assaulted by students while on the job and in the  
26 performance of their job functions will file an L&I claim in accordance with District  
27 Policy. The District will authorize "administrative leave with pay" to offset the  
28 time loss not provided for under an approved L&I claim (one third day  
29 administrative leave each day) for a period of 15 additional days, not to exceed  
30 the equivalent of five (5) days pay).

31 B. Students involved in an L&I qualifying physical assault and/or battery upon a  
32 certificated staff member while acting within the scope of his/her employment will  
33 be immediately removed from the certificated staff member's classroom or case  
34 load. The student will not be returned to the certificated staff member's  
35 classroom or case load until a conference has been conducted with the student,  
36 parent, certified staff member and administrator to discuss the situation and  
37 reduce the likelihood of repeat occurrences. This conference may be waived by  
38 the certificated staff member.

39 C. Students who threaten, are assaultive, or falsely allege misconduct on teachers  
40 and/or are in possession of weapons or dangerous devices will be disciplined in  
41 accordance with School Board policy.

42 D. Certificated staff with a legitimate educational interest shall be informed by  
43 administration when a student with a history of violence is assigned to their work  
44 site. This notification must be in compliance with all state and federal law.

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1       **Section 14.15. General Leaves:**

- 2       A. Leaves of absence without pay for a period not to exceed one (1) year, which are  
3       in the best interest of the District, may be granted by the Executive Director of  
4       Human Resources or his/her designee for the purpose of travel, educational  
5       pursuits, teaching in a foreign country, working in a professionally related field,  
6       adoption leave, child rearing, or other activities.
- 7       B. Such leave must be requested on or before June 1, with the exception of leaves  
8       of absence for child rearing. Child rearing leaves will be recommended to the  
9       Board for approval only for the school year in which they are requested.  
10      Applications for such child rearing leave must be made at least thirty (30)  
11      calendar days prior to the anticipated time the leave is to begin.
- 12      C. Upon return, the staff member will be assigned to a position for which he/she is  
13      qualified through training and/or experience.
- 14      D. While a staff member is on such leave, he/she shall have the option to remain an  
15      active participant in group medical, dental, vision, long-term disability and life  
16      insurance programs if such arrangement is agreeable to the carrier and the  
17      District. Any such arrangement shall be at no cost to the District, and all  
18      premiums are due as determined by the District and the carrier.

19      **Section 14.16. Sick Leave Cash Out:**

- 20      A. Cash Out for Retirement or Separation: Staff members who retire or die shall be  
21      eligible for sick leave cash out on a one (1) to four (4) basis at per diem as  
22      permitted by law. On or before May 30 of each year, the District and the  
23      Association shall decide whether retirees and those separating from service  
24      (TRS Plans 2 and 3) from that year will be eligible to participate in a medical  
25      benefits plan for sick leave conversion. In addition, staff members may cash out  
26      their sick leave when they separate from service for any reason if they are at  
27      least age fifty-five (55) and have ten (10) years of service (TRS Plan 3); or have  
28      fifteen (15) years of service (TRS Plan 2).
- 29          i. Staff who notify the District on or before May 1 shall be able to designate  
30          the date on the appropriate form when they shall receive their sick leave  
31          cash out check from the District.
- 32          ii. Staff members who notify the District after May 1 shall receive their sick  
33          leave cash out check at the convenience of the District within three (3)  
34          months of notification.
- 35          iii. The District shall honor a staff member's request for confidentiality  
36          regarding his/her proposed retirement.
- 37          iv. In lieu of compensation for sick leave cash out, retiring staff members and  
38          those separating from service (TRS Plans 2 and 3) as a group may vote  
39          to contribute to a post-retirement medical benefits plan with sick leave  
40          conversion funds.
- 41      B. Annual January Cash Out: Each school year, all staff members shall be eligible  
42      for annual cash out at per diem on a one (1) to four (4) basis if they have  
43      accumulated at least sixty (60) days as permitted by law. In lieu of compensation  
44      for sick leave cash out, staff members with 180 or more days of accumulated sick  
45      leave may vote as a group to contribute to a post-retirement medical benefits

1 plan with sick leave conversion funds.

2 **Section 14.17. Immunization Exclusion:** When a staff member is excluded from  
3 his/her work site by the county health authority because of lack of proper immunization,  
4 sick leave may be used if the employee has provided prior documentation from a  
5 medical doctor that the immunization would place the employee at health risk.

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**ARTICLE 15**  
**SUBSTITUTES**

3 **Section 15.1. Status of Substitutes:** Substitutes are eligible for representation  
4 beginning on the twenty-first consecutive day of employment or on the thirty-first day of  
5 employment within any twelve (12) month period.

6 A. The Association shall give written notice of the following to the Human  
7 Resources Department.

8 i. The per diem dues or representation fee of substitute members by  
9 October 1, and

10 ii. Written authorization by the substitute for remittance of all dues or the  
11 amount of the representation fee prior to the District taking any deduction.

12 B. Personnel performing duties as a substitute and who are eligible for  
13 representation by the Association shall have the following rights under this  
14 Agreement:

15 **Section 15.2. Substitute Compensation:**

16 A. There shall be three rates of pay for substitutes:

17 i. Employees with Emergency Substitutes Certificates will be paid a flat rate  
18 of \$120 per day; \$60 per half day.

19 ii. A daily rate of pay (see Appendix C).

20 iii. The contractual rate of pay shall be commensurate with the staff  
21 member's training and years of experience when placed on the salary  
22 schedule. This rate is to be paid only for single assignments which  
23 exceed twenty (20) consecutive work days.

24 B. Any substitute on the daily rate who is required to work for more than three and  
25 one-half (3½) hours in any one (1) day will be paid for a full day. Any substitute  
26 on the daily rate who is required to work three and one-half (3½) hours or less  
27 will be paid half the daily rate plus six (\$6.00) dollars.

28 C. Substitutes who accept a half-day assignment, but are needed up to an hour of  
29 additional time shall be paid at \$20.00 per hour. This does not apply to Early  
30 Release days.

31 D. Substitutes on the daily rate on a half-day assignment will have completed their  
32 obligation fifteen (15) minutes following the conclusion of their last class or  
33 assigned responsibility. All other substitutes shall have the same duty day as the  
34 person they are replacing.

35 E. Substitutes, except long term substitutes or non-continuing contracted  
36 employees, are not eligible for employer paid insurance premiums. However,  
37 substitutes who choose may pay their own premiums (with approval of the  
38 carrier) at the group rate for the medical, dental, long term disability and vision  
39 plans listed in Article 12 (Professional Compensation and Benefits) provided the  
40 monthly premiums are paid to the District's payroll office as determined by the  
41 District.

- 1 F. In the event a substitute is called by the District and reports for duty and no  
2 assignment exists, the substitute may be assigned to an alternative substitute  
3 assignment. If there is no alternative assignment, the substitute will receive half  
4 the daily rate of pay.
- 5 G. Substitutes on the contractual rate who are replacing a staff member whose  
6 normal assignment requires travel between schools or travel within the District on  
7 school business will be compensated for mileage (Section 12.9.). Substitutes on  
8 the daily or extended rate shall receive two and 75/100 (\$2.75) dollars for  
9 required travel.
- 10 H. In the event a substitute is required by the District to observe, plan or organize  
11 lessons in advance of actually taking over the class, such pre-planning work shall  
12 be compensated at the daily rate.
- 13 I. Substitutes required by the District to attend workshops and conferences shall be  
14 compensated for time spent in participation and attendance at such events. If  
15 attendance is during the substitute's work day, the time spent shall count as time  
16 worked; if attendance is outside the work day, it shall count as work time for pay  
17 purposes.
- 18 J. Substitutes who have the responsibility for opening a class room shall be  
19 provided two (2) days pay for individual preparation and planning.
- 20 K. If a substitute is called to a position and that position continues for the remainder  
21 of the school year, that person will receive the contractual rate of pay retroactive  
22 to the beginning of the assignment whether or not he/she is issued a contract for  
23 that position.
- 24 L. Substitutes who work 100 days the previous year and work 20 days in the new  
25 school year will receive a \$100 bonus when they qualify for the "after 20  
26 Nonconsecutive Days" rate; in addition, they will be moved to "Row C – after 40  
27 Nonconsecutive Days" rates (Appendix C) of \$150/\$155.

28 **Section 15.3. Assignment of Substitutes:**

- 29 A. Substitutes will be assigned in the following priority:
- 30 i. Building requests for a particular substitute will be honored if possible.
- 31 ii. Employment Pool Personnel will be utilized on a 2nd priority basis.
- 32 iii. Substitutes with a proven record of service to the District.
- 33 B. Substitutes have the right to annually indicate their day(s) of availability,  
34 preferred levels, assignments and/or geographical areas and the fact of being in  
35 the employment pool, if applicable. A list of substitutes indicating any preferences  
36 shall be provided to the Association no later than thirty (30) days following the  
37 opening of school if requested. Each month thereafter the District shall provide  
38 to the Association the names of any new personnel hired as substitutes.
- 39 C. Substitutes who are unavailable for a particular assignment will not have their  
40 names deleted from the list of substitutes to be called; prior to being called a  
41 substitute may without prejudice identify a specific assignment for which he/she  
42 does not want to be called.
- 43 D. When the District is notified in advance of a staff member's multi-day absence,  
44 the substitute who is called will be notified of the length of the assignment. The

- 1 District will make every effort to assign a substitute who can fulfill the entire  
2 assignment.
- 3 E. No substitute will be released from a single continuous assignment for arbitrary  
4 and capricious reasons.
- 5 F. Accountability (School Improvement Plans) must include a plan for how many  
6 substitutes will be required to carry out the plan.

7 **Section 15.4. Substitute Expectations:**

- 8 A. At the time of employment the District will provide each substitute teacher with a  
9 copy of district rules and regulations relative to substitutes. Biannual revisions  
10 will be distributed to all substitute teachers.
- 11 B. The absent staff member will see that each substitute is provided with a folder  
12 when the substitute reaches his/her assignment for the day. The folder will  
13 include class rules, special information on that day's schedule and lessons and  
14 an applicable seating chart.
- 15 C. The District will develop professional development aimed at substitute teachers.
- 16 D. Any investigation that might be necessary due to the discipline or removal of a  
17 substitute from the classroom shall be completed in a timely manner.
- 18 E. The District will alert building administrators and HEA Executive Director or  
19 President if a substitute has requested to not return to a building.
- 20 F. The provisions of Article 2 (Association Rights) and Article 7 (Grievance  
21 Procedure), shall apply to substitutes.
- 22 G. The District will pay postage for the mailing of substitutes' paychecks if requested  
23 by the substitute.

24 **Section 15.5. Collecting Agency Fees from Day-to-Day Substitutes:** The Highline  
25 Education Association and the Highline School District agree to the following program  
26 related to the collecting of agency fees from day-to-day substitutes who do not become  
27 members of the Association.

- 28
- 29 A. On or before August 1, the District shall provide the Association with a list of  
30 individuals who substituted during the school year and those who were added to the  
31 substitute pool as of June 30.
- 32 B. The Association will review the list and determine the number of Hudson packets to  
33 be delivered to the District for the coming school year.
- 34 C. On or before August 15, the Association shall deliver to the District's Human  
35 Resource Department the required number of Hudson packets; if the Association is  
36 unable to deliver the Hudson packets by August 15 the Association shall notify the  
37 District of the delay and the reason for the delay. The Association will provide the  
38 Hudson packets as soon after August 15 as possible, but no later than the  
39 meeting(s) described in Section 15.5, Paragraph D.
- 40 D. During the course of the regular substitute orientation, Hudson packets will be made  
41 available to appropriate individuals. The following process will be followed:

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- 1           i.    An HEA representative will be provided time to hand out Hudson packets;
- 2           ii.   The form (Appendix F, Section F.1.) will be completed and signed;
- 3           iii.   The forms will be collected by the HEA representative;
- 4           iv.   HEA will notify the District Human Resource Department of any substitute
- 5                 not completing the form;
- 6           v.    Those individuals not signing the form will be denied the right to work once
- 7                 they are eligible for association membership.
  
- 8    E.    If any substitute is added to the District substitute list after the substitute
- 9           orientation, the substitute shall be given an Association-provided Hudson packet
- 10           by either an Association representative or a designated district employee. In the
- 11           event an HEA representative is not available, the completed forms will be collected
- 12           and forwarded to HEA within two (2) days. All other conditions of number "5"
- 13           above shall apply.
  
- 14    F.    No agency fee deduction shall be made for any substitute added to the substitute
- 15           list after November 30 until the following year.

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**ARTICLE 16**  
**DURATION AND EXTENSION**

**Section 16.1. Agreement:** This Agreement shall be effective as of September 1, 2015 and shall continue in effect until August 31, 2018.

**Section 16.2. Maintaining Mutual Interest:** It is the intent of the parties to be able to discuss and potentially modify any section of the Agreement during the term of the Agreement. Before October 1 of each year, the parties shall determine an initial list of mutually agreed upon sections to reopen for negotiations during the school year. Additionally, each school year, each party may select up to three (3) sections of the Agreement for re-negotiation. Any modification mutually agreed to in writing by the parties shall be incorporated into the Agreement upon ratification by both of the parties unless another effective date is specified. The HEA bargaining team shall be provided release time for all meetings scheduled during the student day. These monthly meetings shall be intended to further develop or refine the collaborative bargaining process and the skills necessary for same, and to discuss and resolve problems and issues either or both teams believe to be appropriate.

- A. The Association agrees that during the term of this Agreement and regardless of whether an unfair labor practice is alleged that (1) there shall be no strike or walkout and (2) the Association shall not directly or indirectly authorize, encourage or approve any such action by employees. Any employee who violates this clause shall be subject to discipline. The District agrees that there will be no lockout of employees during the term of this Agreement.
- B. Either party may, upon written notice to the other, but not later than ninety (90) days prior to aforesaid expiration date of this Agreement, indicate their desire to negotiate a new successor Agreement. Absent such notice, the term of this Agreement shall continue for an additional two (2) years.
- C. Annually, the following will be open for negotiations:
  - i. New legislation.
  - ii. Appendix B, work year calendar.
  - iii. Article 12, Section 12.6. District Insurance Contribution.
  - iv. Substitute Salary Schedule
  - v. Article 11, - Contractual Work Year for the second year of this Agreement.

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**ARTICLE 17**  
**PEER MENTOR PROGRAM**

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**Section 17.1. Selection of Beginning Teachers:** The Peer Mentor Program is specifically designed to meet the needs of teachers through three days of orientation and induction in August, regular classroom visits, one-on-one mentoring (both in person and over the phone), ongoing training, and regular group meetings to address new teacher needs. Beginning teachers qualify for the program by meeting the criteria specified in the legislation (WAC 392-196). No teacher will be required to participate in the program. Teachers who participate will do so on a voluntary basis.

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**Section 17.2. Selection of Peer Mentors:** Peer Mentors will be selected by a committee composed of administrator/designees and teacher representatives. The selection committee shall make its selection in accordance with OSPI guidelines and other criteria standards set forth by the selection committee. In making the selection of peer mentors, the committee may find it desirable to consider the following factors:

- 23 A. Seven or more years of successful classroom experience.
- 24 B. Outstanding classroom teaching ability.
- 25 C. Clarity in written and oral communications.
- 26 D. Ability to work cooperatively, effectively and flexibly with others.
- 27 E. Extensive knowledge of a variety of classroom management and instructional techniques.
- 28 F. Clear understanding of state curriculum reform.
- 29 G. Extensive knowledge of district resources and how to access them.

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**Section 17.3. Evaluation Responsibilities:** No Peer Mentor in their observation of classrooms will be involved in the evaluation of another staff member. Peer Mentors are expected to maintain confidentiality with regard to their workings with teachers. Peer Mentors will be evaluated on their performance as per the professional evaluation requirements of this contract. Peer Mentors shall periodically inform the principals and program participants about the content of the Peer Mentor Program and activities and other program activities. The Association shall be involved in any District evaluation of the Teacher Assistance Program for the OSPI. Copies of this evaluation will be made available to the District and the Association.

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**Section 17.4. Compensation for Participation:** Peer Mentors selected for the program shall be compensated as follows:

- 34 A. Full Time Peer Mentors will be paid at their regular rate. They will be assigned different duties for the year. They will continue to be employed by the district. The basic contract may be adjusted to work from August to May (all days worked in June will be paid on time sheets). All other benefits, e.g. optional days, and privileges remain the same. The position is a one-year assignment (which can be renewed for up to five [5] years). The teacher retains their rights to a continuing contract and can return to a position for which they are qualified when they complete their Peer Mentor assignment.
- 35 B. New teachers selected for the Peer Mentor Program shall receive a stipend of three hundred and fifty dollars (\$350) payable in their first payroll. New teacher

1 participants may also use their TRI days for participation in training/networking  
2 meetings during the school year.

3 **Section 17.5. Program Design:** The Peer Mentor and beginning teachers shall  
4 participate in three days of orientation and induction in August. In addition, ongoing  
5 training and/or networking sessions may be held each month.

6 **Section 17.6. Release Time:** A pool of release time days is available for the purpose  
7 of visiting other classrooms. This pool is equivalent to an average of one-half day of  
8 release-time per teacher participant. Peer Mentors can authorize the use of these  
9 release time days.

10 **Section 17.7. Job Description:** Job description for the mentor teacher has been  
11 mutually developed between the District and the Association.

12 **Section 17.8. Peer Mentor Support:** The District will make available a workstation for  
13 Peer Mentors, including access to a phone and other facilities as specified in Article 4.  
14 The District will also provide access to professional development as funding permits.

15 **Section 17.9. Funding:** Funding for this program comes primarily from the State  
16 Teacher Assistance Program and the Federal Class Size Reduction program. In  
17 addition, the Highline School District supports this program with up to \$15,000 in local  
18 levy funds. Renton provides similar funding for this joint endeavor.

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**ARTICLE 18**  
**STUDENT INTERNS AND TEACHER CERTIFICATION**

**Section 18.1. Cooperating Teacher Cadre:**

- A. Employee involvement in the Cooperating Teacher/Student Intern program is voluntary.
- B. Application to enter the Cooperating Teacher Cadre (CTC) may be made at any time.
- C. Staff members accepted into the CTC will remain in the cadre for a maximum of three (3) years or until they withdraw their name.
- D. A staff member will make application in writing to their immediate supervisor for the purpose of endorsement. If endorsement is not given, the applicant will be notified of the reason for the denial.
- E. An endorsed application will be forwarded by the staff member to the Human Resources Department (attention Recruiting and Retention) for processing and filing in the CTC.
- F. A staff member in the CTC has the right to refuse a proposed assignment for cause. The written refusal, including the rationale, must be submitted to the supervisor.
- G. Every effort must be made to ensure that all staff members from the CTC have equal opportunity for receiving student teacher assignments.

**Section 18.2. Selection Criteria for Cooperating Teachers: Cooperating teachers must:**

- A. Hold a valid teaching or E.S.A. certificate.
- B. Show evidence of three years of successful teaching or E.S.A. experience.
- C. Exhibit potential competence in the supervision of student teachers. This can be demonstrated by agreeing to, or by having participated in I.T.I.P., clinical supervision, peer coaching or similar programs.
- D. Be committed to the student teaching program and be willing to spend the additional time required to evaluate, meet with and guide student teachers.
- E. Be willing to attend training sessions.
- F. Receive the endorsement of the immediate supervisor with consideration given to qualities inherent in a teacher trainer:
  - i. Ability to model effective instructional behavior.
  - ii. Ability to communicate instructional techniques to others.
  - iii. Ability to organize, analyze and communicate the instructional process.
  - iv. Ability to work well with others.
  - v. Ability to be accepting and open to other effective teaching styles.
  - vi. Ability to be flexible.

- 1 G. No participating employee shall be subject to any additional evaluation procedure  
2 not outlined in this agreement.
- 3 H. Student teachers may perform instructional tasks only while under the  
4 supervision of a certificated supervising employee.

5 **Section 18.3. Teacher Certification Program:**

- 6 A. The composition of the Professional Growth Team (PGT) may be reviewed and  
7 changed as needed. The staff member's evaluator will not be part of the PGT,  
8 except by mutual agreement. When requested, the District will attempt to  
9 provide a district team representative from the following list of options: other  
10 building administrators, TOSAs, department heads, teacher mentors, or others.  
11 The staff member will select a colleague to also serve on the team.
- 12 B. Matters discussed or observed as part of the work of the Professional Growth  
13 Team are considered confidential. The staff member is responsible for  
14 maintaining all the required original documents needed for their certification.  
15 Portfolio documents will not be placed in a staff member's personnel file, or used  
16 for evaluation or any other purpose not related to certification.
- 17 C. Staff members serving as the teacher colleague, or a classroom teacher serving  
18 as the district representative on a Professional Growth Team (PGT) shall  
19 annually receive ten (10 hours) pay at average per diem. Staff members,  
20 whether serving as the teacher colleague or the district representative, may  
21 serve on a maximum of two PGTs annually.
- 22 D. If any part of the above provisions are deemed violations of applicable sections  
23 of the WAC or RCW, the parties agree to meet to bring the program into  
24 compliance.
- 25 E. In order to make the Professional Certification process more "user friendly," the  
26 above activities should be aligned with other school and District processes  
27 wherever possible, e.g., evaluation and other professional development activities  
28 (LIDs, DIDs, TRI days). The District and The Association will jointly explore the  
29 possibility of setting up a "custom" program through a university.  
30

31 **Section 18.4. Professional Certification Support:** The District and the Association  
32 recognize and support continued professional growth and certification throughout an  
33 educator's career. The District will annually provide \$100,000 to support staff members  
34 in obtaining and maintaining Washington State Professional Certification, National Board  
35 of Professional Teaching Standards (NBPTS) Certification, and national certification that  
36 is available to ESAs not eligible for NBPTS Certification.  
37

- 38 A. From this \$100,000, the District will support tuition assistance for candidates  
39 pursuing Professional Certification. The district will pay 100% of a university  
40 based program that is partnered with HSD. This will include the tuition cost of  
41 certification at the partner university or the equivalent amount at another  
42 university. The certification submission fee is the sole responsibility of the  
43 educator.  
44
- 45 B. The same \$100,000 will be used on a first-come, first-served basis to provide  
46 assistance, HSD-sponsored cohort support, and equipment for candidates for

1 National Board Professional Teaching Standards (NBPTS) Certification. Funding  
2 priority will be given to first-time candidates, followed by retake candidates,  
3 followed by renewal candidates.  
4

5 i. The District will support a cadre of facilitators to support NBPTS  
6 candidates. The District will pay the registration fee for NBPTS facilitator  
7 training. Should the number of available facilitators exceed the need to  
8 provide facilitation, the District and the Association will consult on  
9 selection of the facilitators for the school year. Facilitator compensation  
10 will be detailed in Appendix D.  
11

12 ii. First-time candidates will receive a stipend for 50% of the National Board  
13 assessment fee in the form of a forgivable loan upon verification of  
14 registration with NBPTS and payment of NBPTS fees. With advance  
15 planning, first time candidates will receive up to 3 days of release time  
16 over a 3-year period. The district will pay 50% of the WEA member fee  
17 for WEA Jump Start and Home Stretch.  
18

19 iii. Retake candidates will receive a stipend for 50% of the National Board  
20 assessment fee in the form of a forgivable loan upon verification of  
21 registration with NBPTS and payment of NBPTS fees. With advance  
22 planning, retake candidates will receive up to 2 days of release time. The  
23 district will pay 50% of the WEA member fee for WEA Jump Start and  
24 Home Stretch.  
25

26 iv. Renewal candidates will receive a stipend for 50% of the National Board  
27 Renewal or Maintenance of Certification assessment fee in the form of a  
28 forgivable loan upon verification of the registration with NBPTS and  
29 payment of NBPTS fees.  
30

31 C. This same \$100,000 will be used to support ESAs not eligible for NBPTS  
32 Certification in obtaining or maintaining a national certification for which they are  
33 eligible. The district will provide a stipend of up to \$500 to support initial  
34 certification or renewal of certification upon submission of appropriate  
35 documentation.

36 **Section 18.5. Professional Certification Recognition:**  
37

38 A. NBPTS Certification: All certificated staff earning NBPTS will receive the  
39 Washington State bonus for National Board Certification, and if applicable, the  
40 additional bonus for working in high poverty schools. If the District fails to apply  
41 for reimbursement from the state, the District will be responsible for funding the  
42 bonus.  
43

44 B. National Certifications for ESAs: HEA members who hold national certifications  
45 other than NBPTS and are employed and working in their ESA-endorsed area  
46 will be paid at an annual stipend of \$1000 in school year 2015 – 2016 and an  
47 annual stipend of \$1200 thereafter. Current ESA staff who may qualify for the

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stipend must provide documented evidence of their current national certification in their ESA endorsement area to Human Resources.

**ARTICLE 19**  
**CLASSROOM TEACHER PROFESSIONAL GROWTH AND EVALUATION**

**Section 19.1. Introduction/General Principles:**

A. Introduction:

The Professional Growth and Evaluation (PG&E) process and procedures set forth herein for classroom teachers are intended to improve the educational program by improving the quality of instruction. The PG&E process shall recognize that teaching involves a continuous growth process. The PG&E process supports growth through dialogue between the teacher and evaluator, objective standards and a broad array of professional growth opportunities. The PG&E system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by valuing the importance of objective standards and minimizing subjectivity. The District and Association believe that all teachers can be proficient and accomplished.

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI (CDIF). In addition, as provided for in RCW 28A.405.100, HEA and HSD have mutually agreed to minor modifications to the 2013 CDIF that reflect the Highline School District's policy on Equity through the inclusion of Equitable Practices within the Critical Attributes of the 2013 CDIF. These Equitable Practices reflect the belief that education of superior quality for all students must include appreciation of and respect for cultural differences, and must correct policies and practices that have resulted in negative and disparate educational impacts. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge. Subsequent references to the CDIF include Highline's Equitable Practices modifications.

The parties agree that the Professional Growth and Evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 "(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity."

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

"To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is

1 satisfactory or outstanding, and particular areas in which the classroom teacher  
2 or support person needs to improve his or her performance.”  
3

4 **B. General Principles:**  
5

- 6 i. This evaluation system only applies to classroom teachers, specifically  
7 those staff with an assigned group of students who provide academically  
8 focused instruction and grades and/or progress reports for students.  
9

10 The term “classroom teacher” does not include ESAs, counselors,  
11 librarians, media specialists, TOSAs, Instructional Coaches, Curriculum  
12 Specialists, and other bargaining unit members who do not work with  
13 regularly recurring and specifically defined groups of students. Those  
14 bargaining unit members who do not meet this definition will remain under  
15 the previous evaluation system, as defined in Article 10 of this agreement.  
16

17 In cases of a split assignment that includes both classroom teaching and  
18 one of the excluded categories above, the employee will be evaluated  
19 under the system for the assignment that comprises the majority of their  
20 time. In cases where the assignment is evenly split, the PG&E system  
21 shall be used.  
22

- 23 ii. The classroom teacher's immediate supervisor will be responsible for the  
24 teacher's evaluation. The immediate supervisor will be determined by the  
25 organization plan of the District. Any teacher responsible to more than  
26 one (1) supervisor will be evaluated on a single evaluation form and will  
27 be notified in writing by October 1 who their primary evaluator will be. If  
28 an employee is assigned to multiple work sites, the supervisor at one  
29 additional work site may provide written observational feedback to the  
30 primary evaluator. All procedures for observations outlined in subsequent  
31 sections of this Article must be followed if the primary evaluator intends to  
32 use this feedback in the teacher's evaluation. Employees hired after  
33 September 15 will be notified in writing of their supervisor within fifteen  
34 (15) working days of employment.  
35

- 36 iii. Prior to October 1<sup>st</sup>, the classroom teacher shall be notified in writing  
37 whether they will be evaluated on the Comprehensive Cycle or Focused  
38 Cycle. Under extraordinary circumstances, the PG&E cycle may be  
39 changed mid-year in accordance with the procedures outlined in Section  
40 Seven.  
41

- 42 iv. Only the appropriate, negotiated PG&E forms may be used to document  
43 the PG&E process. Forms, artifacts, observation reports and other  
44 documentation related to the PG&E process shall be maintained in an

- 1 electronic file system mutually agreed-upon by the District and the  
2 Association.
- 3
- 4 v. A copy (paper or electronic) of the state evaluation criteria and CDIF shall  
5 be provided to each staff member within fifteen (15) working days of  
6 employment. Annual electronic notification of the same shall be provided  
7 to all classroom teachers in September of each school year.
- 8
- 9 vi. Instructional coaches and school-based specialists are non-supervisory  
10 staff who support the improvement of instructional practices in order to  
11 improve student achievement. They will not be consulted in the  
12 performance and/or evaluation of HEA members.
- 13 vii. HEA members will not evaluate other HEA members.
- 14 viii. Evaluations shall be filed in the staff member's personnel file at the  
15 District Human Resources Department no later than August 1.
- 16 ix. In the case of a mid-year resignation, retirement, transfer, or change in  
17 leave status of a classroom teacher or evaluator, evaluations will be  
18 made as follows:
- 19 1. Employees who resign, retire, or enter a leave status greater than  
20 90 work days during the school year may choose whether to have  
21 a final evaluation.
- 22 2. If an employee resigns, retires, or enters a leave status of less  
23 than 90 work days during the school year, a Summative  
24 Evaluation will be completed only if all components and  
25 procedures related to the appropriate PG&E cycle have been met;  
26 if they have not, no Summative Evaluation will be completed for  
27 that school year.
- 28 3. If a classroom teacher is transferred to another position not under  
29 his or her current evaluator, the teacher's annual evaluation shall  
30 be made by the new evaluator at the end of the year, following  
31 procedures outlined in this Article. The initial evaluator may  
32 provide written observational feedback to the primary evaluator if  
33 all procedures for observations outlined in subsequent sections of  
34 this Article were followed.
- 35 4. If an evaluator, resigns, retires, transfers, or enters a leave status  
36 during the school year, the classroom teacher's annual evaluation  
37 shall be completed by the evaluator supervising the teacher in  
38 June of the school year, using all documented observations,  
39 provided all procedures and timelines outlined in this Article were  
40 followed by both the former and current evaluator.

- 1           x.    In accordance with RCW 28A.405.130, no administrator, principal, or  
2           other supervisory personnel may evaluate a teacher without having  
3           received training in Professional Growth and Evaluation procedures,  
4           including the CDIF. Such training shall include ongoing professional  
5           development designed to implement the PG&E system and maximize  
6           rater agreement. Prior to October 1<sup>st</sup> of each year, HSD will provide to  
7           HEA a list of principals and other administrators who have received  
8           training on the PG&E system. HSD will ensure that principals hired after  
9           September 15 will be provided PG&E training within thirty (30) working  
10          days of employment.
- 11
- 12          xi.   Record-Keeping: the District shall adhere to the following:
- 13
- 14                1.    The District and the Association will mutually agree on all forms,  
15                electronic or otherwise, used in the PG&E process.
- 16
- 17                2.    Observation reports, forms, artifacts, and other evaluation  
18                documentation shall be maintained and archived in an electronic  
19                file system jointly selected by the District and the Association.
- 20
- 21                3.    All documents, artifacts, and other evidence to be used in  
22                evaluation must be shared between the evaluator and the  
23                classroom teacher. Notification must be provided when any  
24                evidence is placed in a teacher’s electronic PG&E file.
- 25
- 26                4.    Teachers shall not be required to share personal self-assessment  
27                information created for the PG&E process.
- 28

29       **Section 19.2. Implementation & Professional Development:**

30       All applicable staff must be on the PG&E evaluation system. Prior to being evaluated  
31       under the PG&E system, the District shall provide professional development relevant to  
32       the framework and evaluation process.

33       An HEA-HSD Joint Evaluation Team (JET) shall be established and maintained to  
34       monitor implementation of the PG&E system and address questions and concerns as  
35       they arise. The District and Association may each appoint up to six representatives to  
36       the JET. When possible, membership of the JET will include one teacher and one  
37       administrator from each level – elementary, middle, and high school, as well as  
38       representatives for Specialists (e.g. Arts, PE), Special Education, Human Resources,  
39       Teaching & Learning, and HEA Leadership.

40

41       HEA and HSD will mutually agree to a collection of PG&E Support Documents to be  
42       made available to teachers electronically or in paper copy. These support documents will  
43       be reviewed and updated by the JET at least annually, and will include, but not be  
44       limited to:

45

- 1 • Crosswalk of the CDIF Components with the Eight State Evaluative Criteria
- 2 • Comprehensive Cycle Flowchart
- 3 • Focused Cycle Flowchart
- 4 • Pre-conference Suggested Protocol
- 5 • Post-Conference Suggested Protocol
- 6 • Examples of Evidence & Artifacts
- 7 • Danielson Group Extended Special Education Scenarios

8  
9 **Section 19.3. State Criteria & Instructional Framework:**

10 A. State Evaluation Criteria:

11  
12 The state evaluation criteria are:

- 13
- 14 1. Centering instruction on high expectations for student achievement;
- 15
- 16 2. Demonstrating effective teaching practices;
- 17
- 18 3. Recognizing individual student learning needs and developing strategies
- 19 to address those needs;
- 20
- 21 4. Providing clear and intentional focus on subject matter content and
- 22 curriculum;
- 23
- 24 5. Fostering and managing a safe, positive learning environment;
- 25
- 26 6. Using multiple data elements to modify instruction and improve student
- 27 learning;
- 28
- 29 7. Communicating and collaborating with parents and the school community;
- 30 and
- 31
- 32 8. Exhibiting collaborative and collegial practices focused on improving
- 33 instructional practices and student learning.
- 34

35 B. Instructional Framework:

36  
37 The parties have agreed to the adopted evidence-based instructional framework  
38 developed by Charlotte Danielson and approved by OSPI (includes the state-  
39 mandated components related to student growth), including negotiated  
40 modifications to reflect HSD's Equitable Practices (CDIF). A copy of the CDIF  
41 will be provided electronically or in print to all classroom teachers.

42 Nothing in the instructional framework will be binding on either party if it is  
43 contrary to the terms and conditions described in this agreement. Upon mutual

1 agreement, the parties may select a revised or different instructional framework  
2 approved by OSPI.

3 **Section 19.4. Definitions:**

- 4 A. Artifact shall mean any product generated, developed or used by a classroom  
5 teacher and submitted by the teacher or evaluator as evidence as part of the  
6 PGE process. With few exceptions, artifacts should not be created specifically for  
7 the PGE system, but should be a “natural harvest” of products generated in the  
8 course of the teacher’s practice.
- 9 B. Criteria shall mean one of the eight (8) state defined categories to be scored, as  
10 referenced in Section 3.
- 11 C. Component shall mean a sub-section of a CDIF domain, each of which is aligned  
12 with one of the eight criteria. Components include the 22 Charlotte Danielson  
13 components plus the five (5) state-mandated student growth components.
- 14 D. Critical Attributes shall mean examples of characteristics and qualities that  
15 provide guidance in distinguishing between practice at adjacent levels of  
16 performance as described in the CDIF rubric. The Critical Attributes are not to be  
17 used as a checklist when scoring components. They are examples to help  
18 determine levels of proficiency.
- 19 E. Domain shall mean one of the four CDIF domains, including: 1) Planning and  
20 Preparation; 2) Classroom Environment; 3) Instruction; 4) Professional  
21 Responsibilities.
- 22 F. Evidence shall mean artifacts, observation reports, documented conversations  
23 between the evaluator and teacher, or other appropriately documented  
24 observations of the teacher’s knowledge and skill in relation to the eight state  
25 criteria. Lists or itemization may be accepted as evidence. Evidence collection is  
26 not intended to mirror a Pro-Teach or National Boards portfolio but rather is a  
27 sampling of data to inform the decision about level of performance. It should be  
28 gathered from the normal course of employment. Student and family input is not  
29 prohibited, but shall not be required as evidence.
- 30 G. Not Satisfactory shall mean:
- 31
- 32 i. Level 1 – Unsatisfactory - Receiving a 1 - Unsatisfactory is not considered  
33 satisfactory performance for all teachers.
- 34
- 35 ii. Level 2 - Basic - Receiving a 2 - Basic twice within a consecutive three-  
36 year period is not considered satisfactory performance for classroom  
37 teachers on a continuing contract with more than five years of teaching  
38 experience.
- 39

- 1 H. Observation: shall mean the gathering of evidence made through classroom or  
2 worksite visits for the purpose of examining evidence over time using the  
3 instructional or leadership framework rubrics pursuant to this section.  
4
- 5 I. Rubric shall mean the progressive, four-tier description to classify levels of  
6 performance on each of the CDIF components.  
7
- 8 J. Student Growth Data shall mean the change in student achievement between  
9 two points in time. Student growth data must be based on multiple measures that  
10 can include classroom-based, school-based, district-based, and state-based  
11 tools. Assessments used to demonstrate growth must be appropriate, relevant,  
12 and may include both formative and summative measures.

13 **Section 19.5. Scoring:**

14 A. Component and Criteria Scoring

- 15
- 16 i. Each component score and/or criteria score will be assigned the following  
17 numeric values:

18

19                                   Unsatisfactory – 1  
20                                   Basic – 2  
21                                   Proficient – 3  
22                                   Distinguished – 4

- 23
- 24 ii. Component Scores: Evidence will be gathered over the year to inform the  
25 component scores, using a growth philosophy; if growth is made over the  
26 year, the later scores will be given greater consideration in determining a  
27 final component score. All components within a criterion shall be scored.

- 28
- 29 iii. Criterion Score: Component scores within a criterion will be averaged and  
30 rounded to reach a final criterion score. When a final criterion score  
31 includes a fractional number (for example 2.33), all scores with fractions  
32 below .50 will be rounded down, and all fractions .50 or above will be  
33 rounded up, for example, a score of 2.33 would receive a final criterion  
34 score of 2 and a score of 2.50 would receive a final criterion score of 3.

- 35
- 36 iv. When there is more than one (1) component, if a 4 – Distinguished is  
37 scored, the overall criterion score cannot be lower than 2 – Basic.

- 38
- 39 v. When there is more than one (1) component, if a 1 – Unsatisfactory is  
40 scored, the overall criterion score cannot be higher than 3 – Proficient.

- 41
- 42 vi. Scoring shall reflect that there may be multiple methods for demonstrating  
43 any given component in the rubric.  
44

1 B. Summative Performance Rating for Comprehensive Cycle

2

3 A classroom teacher shall receive a summative criterion rating for each of the  
4 eight (8) state evaluation criteria. The overall summative rating is determined by  
5 totaling the eight (8) criterion-level scores as follows:

6

- 7 8-14—Unsatisfactory
- 8 15-21—Basic
- 9 22-28—Proficient
- 10 29-32—Distinguished

11

12 C. Student Growth Summative Score for Comprehensive Cycle

13 i. Student Growth Scoring:

14

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

20

- 21 1. 5-12—Low
- 22 2. 13-17—Average
- 23 3. 18-20—High

24

25 \*A score of 1 – Unsatisfactory in either of the student growth components  
26 SG 3.2 and SG 6.2 will result in a Low student growth summative score.

27

28 ii. Student Growth Inquiry:

29 If a teacher receives a 4 – Distinguished summative rating and a Low  
30 student growth rating, he or she must be automatically moved to the 3 –  
31 Proficient level for their summative rating. A Low student growth  
32 rating will trigger the student growth inquiry process. Within two months of  
33 receiving the low student growth score or at the beginning of the following  
34 school year, one or more of the following student growth inquiry activities  
35 must be initiated by the evaluator:

- 36 1. Examine student growth data in conjunction with other evidence  
37 including observation, artifacts and other student and teacher  
38 information based on appropriate classroom, school, school  
39 district and state-based tools and practices;
- 40
- 41 2. Examine extenuating circumstances which may include one or  
42 more of the following: Goal setting process; content and  
43 expectations; student attendance; extent to which standards,  
44 curriculum and assessment are aligned;

- 1 3. Schedule monthly conferences focused on improving student  
2 growth to include one or more of the following topics: Student  
3 growth goal revisions, refinement, and progress; best practices  
4 related to instruction areas in need of attention; best practices  
5 related to student growth data collection and interpretation; and,  
6
- 7 4. Create and implement a professional development plan to  
8 address student growth areas.  
9

10 **Section 19.6. Comprehensive Evaluation:**

11  
12 A. Description:

13  
14 The Comprehensive Cycle assesses all eight (8) state evaluation criteria. All  
15 classroom teachers shall receive a Comprehensive Evaluation at least once every  
16 four years. The Comprehensive Cycle shall be used for all provisional classroom  
17 teachers and any classroom teacher who has not received a Level 3 – Proficient or  
18 above on the previous year’s Comprehensive Summative Evaluation.  
19

20 B. Process:

21 i. Teacher Self-Assessment

22 Prior to the Comprehensive Cycle Conference 1 (CCC1), the teacher  
23 shall complete a Self-Assessment using the mutually agreed-upon form,  
24 and may elect to share this Self-Assessment with his or her evaluator.  
25 While the teacher shall not be required to share his or her self-  
26 assessment with the evaluator, the self-assessment process should  
27 inform the discussion of professional growth goals in the CCC1. The  
28 evaluator shall neither encourage nor discourage the teacher to share his  
29 or her self-assessment at any point during the PG&E process.

30 ii. Student Growth Goal Setting

31 1. With the advice of the evaluator, the teacher shall determine  
32 student growth goals for Components SG-3.1, SG-6.1 and SG-8.1  
33 and document them in the PG&E electronic file.

34 2. Student growth goal-setting and goal-achievement will focus on  
35 assessments close to the classroom, and must take into account  
36 multiple measures. Classroom-based measures are  
37 recommended, and teachers may use school-wide, district-wide,  
38 and/or state-wide assessments, if they choose. Teachers shall  
39 select which assessment measures to use as part of the goal-  
40 setting process. Teachers are encouraged to consider aligning

1 student growth goals with the Annual Action Plan, exploring how  
2 individual or team goals could work in support of a school-wide  
3 goal or area of focus. Teachers will only be required to set goals  
4 for one subject and/or section. The goal for SG-3.1 and SG-8.1, or  
5 SG-6.1 and SG-8.1, may be the same goal.

6 3. A plan for the Student Growth Goals should be discussed at the  
7 Comprehensive Cycle Conference (CCC1) described in Section  
8 19.6.B.iii, but the actual goals may be submitted to the evaluator  
9 after the pre-assessment phase is complete.

10 4. The teacher must submit student growth goal results (SG-3.2 and  
11 SG-6.2) no later than May 1 unless mutually agreed-upon in  
12 writing by the teacher and evaluator.

13 iii. Initial Conference – Comprehensive Cycle, Conference 1 (CCC1)

14  
15 1. The Comprehensive Cycle Conference 1 (CCC1) shall be held  
16 before November 1 and prior to any scheduled observations of the  
17 teacher.

18  
19 2. The purpose of CCC1 will be to discuss the teacher’s evaluation  
20 process for the year, including student growth goals (as outlined  
21 above) and potential evidence/artifacts to be collected throughout  
22 the year to assess the teacher’s performance on the evaluative  
23 criteria, as well as to establish a date and time for the first  
24 scheduled observation (if not already scheduled).

25  
26 3. A pre-observation conversation may also be conducted during  
27 CCC1. If the projected timing of the First Observation does not  
28 align closely with the CCC1, a separate pre-observation meeting  
29 is encouraged, but not required.

30  
31 iv. First Observation

32  
33 1. The first of at least two required observations shall be scheduled  
34 in advance and conducted after September 15 and before January  
35 1; it must take place after the CCC1 (as outlined above). It shall  
36 be a minimum of thirty (30) minutes in duration; when possible,  
37 the evaluator will attempt to observe a complete lesson.

38  
39 2. If a teacher has received a Summative Evaluation of  
40 Unsatisfactory or Basic in the prior year, this scheduled  
41 observation will not take place on the last student day before  
42 Thanksgiving or the day before winter break.

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- 3. The evaluator will promptly document the required observations on the appropriate electronic form(s) and provide a copy to the employee within three (3) working days of such documentation having been prepared, but no later than five (5) working days after the observation. This report will include initial performance level scoring on the components observed.
  - a. Criteria or components not observed shall not be negatively construed except in a situation where a skill/practice should have been employed during the observation and it was not.
  - b. It is neither necessary nor likely possible to address all components within the context of one observation cycle.
  
- 4. After receiving the observation documentation/report, the teacher may provide to the evaluator additional artifacts/evidence related to the observation to aid in the assessment of the teacher's professional performance against the instructional framework rubric and evaluative criteria. The evidence provided by the teacher shall be documented and considered in the scoring of the observation. If possible, this evidence shall be provided at least one (1) day prior to the post-observation conference.
  
- v. First Post-Observation Conference – Comprehensive Cycle, Conference 2 (CCC2)
  - 1. The Comprehensive Cycle Conference 2 (CCC2) will be held within ten (10) working days after the first scheduled observation and before January 5.
  
  - 2. During the CCC2, the evaluator and employee will discuss the levels of performance for the components included in the evaluator's initial written observation report. If there is a disagreement about the scoring of performance, it will be discussed using the evidence collected by both evaluator and employee and revisions to the initial report may be made. If consensus is not reached, the evaluator's initial assessment will remain unchanged.
  
  - 3. The purpose of the CCC2 is to review and discuss the evaluator's and teacher's evidence related to the scoring criteria during the observation, review and discuss any additional artifacts related to evaluation, review progress related to student growth goals, and

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discuss the teacher’s performance relative to the eight evaluation criteria.

- 4. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing within the observation report.
- 5. Opportunities for professional growth that are not areas of concern should be discussed and may be included within the written observation report.

vi. Second Observation

- 1. The second of at least two required observations may be scheduled in advance or unscheduled. It shall be conducted after January 1 and before May 1; it must take place after the CCC2 (as outlined above). It shall be a minimum of thirty (30) minutes in duration.
- 2. If a teacher has received a Summative Evaluation of Unsatisfactory or Basic in the prior year, this observation will not take place on the last student day before spring break.
- 3. The evaluator will promptly document the required observations using the appropriate electronic forms(s) and provide a copy to the employee within three (3) working days of such documentation having been prepared, but no later than five (5) working days after the observation. This report will include initial performance level scoring on the components observed.
  - a. Criteria or components not observed shall not be negatively construed except in a situation where a skill/practice should have been employed during the observation and it was not.
  - b. It is neither necessary nor likely possible to address all components within the context of one observation cycle.
- 4. After receiving the observation documentation/report, the teacher may provide to the evaluator additional artifacts/evidence related to the observation to aid in the assessment of the teacher’s professional performance against the instructional framework rubric and evaluative criteria. The evidence provided by the teacher shall be documented and considered in the scoring of the

1 observation. If possible, this evidence shall be provided at least  
2 one (1) day prior to the post-observation conference.

3  
4 vii. Provisional Employee Observations

- 5  
6 1. The first required observation for newly hired Provisional Teachers  
7 must be conducted within 90 calendar days of their start date.  
8  
9 2. Employees in their third year of Provisional status must have at  
10 least three, thirty-minute observations. The third observation shall  
11 follow the procedure for the Second Required Observation.  
12

13 viii. Second Post-Observation Conference – Comprehensive Cycle,  
14 Conference 3 (CCC3)

- 15  
16 1. The Comprehensive Cycle Conference 3 (CCC3) will be held  
17 within ten (10) working days after the second required observation  
18 and before May 5.  
19  
20 2. During the CCC3, the evaluator and employee will discuss the  
21 levels of performance for the components included in the  
22 evaluator’s initial written observation report. If there is a  
23 disagreement about the scoring of performance, it will be  
24 discussed using the evidence collected by both evaluator and  
25 employee and revisions to the initial report may be made. If  
26 consensus is not reached, the evaluator’s initial assessment will  
27 remain unchanged.  
28  
29 3. The purpose of the CCC3 is to review and discuss the evaluator’s  
30 and teacher’s evidence related to the scoring criteria during the  
31 observation, review and discuss any additional artifacts related to  
32 evaluation, review progress related to student growth goals,  
33 review any previous areas of concern, and discuss the teacher’s  
34 performance relative to the eight evaluation criteria.  
35  
36 4. If there is an area of concern, the evaluator will identify specific  
37 concerns for the applicable criteria and provide possible solutions  
38 to remedy the concern in writing within the observation report.  
39  
40 5. Opportunities for professional growth that are not areas of concern  
41 should be discussed and may be included within the written  
42 observation report.  
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44 ix. Additional Observations

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1. Additional observations may be necessary to collect further evidence of the teacher’s professional practice related to the eight evaluative criteria. These observations are not required to be pre-scheduled, do not have to be in the classroom, and can include anything the teacher may do that is directly observed in a professional setting by the teacher's evaluator.
2. A series of brief observations conducted within a period of ten (10) working days may be considered a single observation and documented in a single written observation report provided to the teacher within five (5) working days of the last observation.
3. Any observation to be used in the PG&E process as evidence must be documented, and a written observation report provided to the teacher within five (5) working days of the observation.
4. If an evaluator becomes a party to information that could affect a classroom teacher’s evaluation, such information can be used on the evaluation provided the evaluator has verified the information by either subsequent direct observation or investigation that verifies the information to be accurate and factual. This evidence or verified information shall be considered an additional observation and a written report must be provided to the teacher within five (5) working days of verification.
5. Any time after an additional observation a teacher may request a post- observation conference to discuss the written observation report.

x. Electronic Artifacts

1. All observations shall be conducted openly.
2. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and written consent of the evaluator and teacher. If any electronic audio and/or visual recordings are made, they shall be 1) included in the documentation of an existing observation, or 2) documented as an Additional Observation. The recording itself need not be retained in the teacher’s electronic PG&E file due to electronic storage capacity.

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3. If the teacher and evaluator cannot reach mutual agreement on the use of a mechanical or electronic recording device, either party shall, upon request, have access to mediation by the HEA President (or designee) and HSD Executive Director of Human Resources (or designee).
4. Photographs do not require mutual consent and may be submitted as evidence in the PG&E process by either evaluator or teacher.

xi. Artifact Submission

1. The teacher and evaluator will collect and share artifacts and evidence to aid in the assessment of the teacher’s professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.
2. The artifacts provided by the teacher shall be used, along with other evidence collected by the principal, to determine the evaluation criteria scores
3. With few exceptions, artifacts should not be created specifically for the PG&E system, but should be a “natural harvest” of products generated in the course of the teacher’s practice. Artifacts may be documented efficiently by conducting evaluation meetings in the teacher’s classroom or other learning space.
4. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than upon the quantity of artifacts submitted.
5. When a teacher and evaluator agree upon the rating of evidence for a component, no further evidence will be required.
6. Artifacts and evidence collection is encouraged throughout the school year, but final submission should be complete no later than May 1, unless mutually agreed upon by the teacher and evaluator in writing.

xii. Comprehensive Summative Evaluation

1. A written summative evaluation, including a final summative score, must be completed using the appropriate electronic form and a copy provided to the teacher prior to June 15 or the last day of school, whichever is earlier. The final summative score, including

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the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher’s performance over the course of the year.

- 2. All evidence, measures and observations, used in developing the summative evaluation score, must be based on the school year in which the evaluation is conducted and must be documented using the procedures contained within this Article; except that evidence for Criterion 8 may include the most immediate three (3) prior school years in which the teacher was participating in a Focused evaluation. Procedures related to student growth data are outlined in the attached Letter of Agreement on Student Growth.
- 3. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher indicates receipt and does not necessarily imply that the employee agrees with its contents.
- 4. A signed copy of the Summative Evaluation Report shall be placed in the employee’s personnel file; the other shall remain with the employee. The teacher may attach any written comments to the summative evaluation report, if submitted within 30 working days from receipt.

xiii. Summative Evaluation Conference – Comprehensive Cycle, Conference 4 (CCC4)

- 1. The Comprehensive Cycle Conference 4 (CCC4) will be subsequent to the preparation of the Summative Evaluation Report and prior to the last day of school.
- 2. The purpose of the CCC4 is to review and discuss the Summative Evaluation Report and discuss the appropriate evaluation cycle for the subsequent year.

**Section 19.7. Focused Evaluation:**

A. Description

The Focused Evaluation Option focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Proficient or higher the previous year, they are eligible to be evaluated using the Focused option. The teacher can stay on the Focused cycle for three (3) years before returning to the Comprehensive Evaluation.

1 The teacher or the evaluator can initiate a move from the Focused to the  
2 Comprehensive Evaluation. If an evaluator initiates a move from Focused to  
3 Comprehensive after October 1, it is required that he or she first conduct a full  
4 observation cycle, consistent with Section 19.6.B.iv., including a post-observation  
5 conference with the teacher. Subsequent to this observation cycle, the  
6 evaluator's decision to move the teacher to the Comprehensive Cycle must be  
7 communicated in writing to the teacher prior to winter break. A teacher may elect  
8 to move from Focused to Comprehensive at any time prior to February 15 by  
9 communicating this decision in writing to his or her evaluator. Any previous  
10 observations and artifacts will be applicable toward the Comprehensive  
11 evaluation, but the Comprehensive Cycle procedures would apply subsequent to  
12 this notification.  
13

#### 14 B. Professional Growth Plan and Summative Scoring

- 15 i. A Focused Evaluation professional growth plan and related activities  
16 need to be tied to one (1) of the eight (8) state evaluation criteria. If the  
17 employee chooses criterion 3, 6, or 8, a student growth evaluation  
18 component is included within that criterion. If the employee chooses  
19 criterion 1, 2, 4, 5, or 7, they must also complete the student growth  
20 components in criterion 3 or 6.  
21
- 22 ii. The professional growth plan and activities shall be proposed by the  
23 teacher and mutually agreed upon with the evaluator at the Focused  
24 Cycle Conference 1 (FCC1). If mutual agreement is not reached, the  
25 teacher will be moved from Focused to the Comprehensive Cycle without  
26 the observation cycle requirement outlined in Section 7.1.  
27
- 28 iii. A group of teachers may focus on the same evaluation criteria and share  
29 professional growth plans and/or activities. This collaboration should be  
30 initiated by the teacher(s) and no individual shall be required to work on a  
31 shared goal or plan. Group members will still receive individual  
32 summative scores based on evidence of their own professional practice.  
33
- 34 iv. The role of the evaluator is to assist the teacher in developing the  
35 professional growth plan and then to assist in its implementation,  
36 particularly by making reasonable efforts to provide the resources to  
37 implement it. Resources may include, but are not limited to: time,  
38 materials, facilitation, and/or professional development.  
39
- 40 v. The score received on the selected criterion, including student growth  
41 components, is the score assigned as the final evaluation summative  
42 score, using the Criteria scoring method outlined in Section 5.A. A score  
43 of 1 – Unsatisfactory in the student growth components SG 3.2 or SG 6.2  
44 will trigger a student growth inquiry as outlined in Section 5.C.  
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C. Process

i. Professional Growth Plan

1. Prior to the FCC1, the teacher (or group of teachers) shall outline a professional growth plan and related activities linked to at least one of the state evaluative criteria.
2. If the teacher chooses criterion 1, 2, 4, 5, or 7, the teacher must also complete the student growth components in criterion 3 or 6, using the same process as described in Section 19.6.B.ii.
3. The teacher shall document the professional growth plan on the appropriate electronic form and the student growth goal for components SG-3.1 and 3.2 or SG-6.1 and 6.2, if necessary, on the appropriate electronic form.
4. Procedures related to student growth are outlined in Section 19.6.B.ii.
5. The teacher completes a final reflection on the Professional Growth Plan and submits it to the evaluator by May 15.

ii. Initial Conference – Focused Cycle Conference 1 (FCC1)

- a. The Focused Cycle Conference 1 (FCC1) shall be held before October 15 and prior to any scheduled observations of the teacher.
- b. The purpose of FCC1 will be to discuss the employee's professional growth plan for the year, including student growth goals and potential evidence/artifacts to be collected throughout the year to facilitate the scoring of the selected criteria. Employees working together on a shared professional growth plan may elect to meet with the evaluator as a group.
- c. At this conference, the evaluator shall review and suggest necessary revisions to the professional growth plan, as well as discuss possible resources that may be allocated to support the plan and related activities.
- d. The professional growth plan must meet the evaluator's approval no later than October 31 or the teacher shall be placed on the Comprehensive Evaluation cycle for that school year.

iii. Required Observations

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1. Two required observations must take place after the FCC1 (as outlined above). Each shall be a minimum of thirty (30) minutes but may be non-continuous within a 10-workday period.
2. Pre- and/or post-observation conferences are encouraged, but not required. A post-observation conference may be requested by either the teacher or evaluator.
3. The first required observation cycle, including written documentation and any related conferences, must be complete prior to February 1; the second must be complete prior to May 1. These observation cycles may be clustered in the first semester, clustered in the second semester, or distributed between both.
4. If the Focused professional growth plan is linked to criteria 4, 7, or 8, the observations need not be limited to the classroom, but may take place in any professional setting, such as a staff meeting or parent-teacher conference.
5. The evaluator will promptly document the required observations using the appropriate electronic form(s) and provide a copy to the employee within three (3) working days of such documentation having been prepared, but no later than five (5) working days after the observation. If the observation is non-continuous within a 10-workday period, the report will be provided within five (5) working days of the last observation.
6. This report will include initial performance level scoring on the components observed within the Criterion of Focus.
  - a. Components not observed shall not be negatively construed except in a situation where a skill/practice should have been employed during the observation and it was not.
  - b. It is neither necessary nor likely possible to address all components within the context of one observation cycle.
7. After receiving the observation documentation/report, the teacher may provide to the evaluator additional artifacts/evidence related to the observation to aid in the assessment of the teacher's professional performance against the instructional framework rubric and evaluative criteria. The evidence provided by the teacher shall be documented and considered in the scoring of the

1 observation. If possible, this evidence shall be provided at least  
2 one (1) day prior to the post-observation conference.

3 iv. Focused Cycle Conference 2 (FCC2)

4 1. The Focused Cycle Conference 2 (FCC2) will be held between the  
5 two required observations.

6 2. During the FCC2, the evaluator and employee will discuss  
7 progress on the professional growth plan and related activities,  
8 check assumptions, and discuss any additional needed support or  
9 resources. Employees working together on a shared professional  
10 growth plan may elect to meet with the evaluator as a group.

11 v. Procedures and timelines related to Additional Observations, Electronic  
12 Artifacts, and Artifact Submission shall be the same as outlined in the  
13 Comprehensive Evaluation Cycle, Section 19.6.

14 vi. Focused Summative Evaluation

15 1. A written summative evaluation, including a summative score,  
16 must be completed using the appropriate electronic form and a  
17 copy provided to the teacher prior to June 15 or the last day of  
18 school, whichever is earlier. The summative score must be  
19 determined by an analysis of evidence. The score received on the  
20 selected criterion is the score assigned as the final summative  
21 score. Comments on the Focused Summative Evaluation shall  
22 relate to the Criterion of Focus.

23 2. All evidence, measures and observations used in developing the  
24 summative evaluation score must be based on the school year in  
25 which the evaluation is conducted and must be documented using  
26 the procedures contained within this Article.

27 3. The teacher will sign two (2) copies of the Focused Summative  
28 Evaluation Report. The signature of the teacher indicates receipt  
29 and does not necessarily imply that the employee agrees with its  
30 contents. A signed copy of the Summative Evaluation Report  
31 shall be placed in the employee's personnel file; the other shall  
32 remain with the employee. The teacher may attach any written  
33 comments to the final annual evaluation report, if submitted within  
34 30 working days from receipt.

35 vii. Summative Focused Evaluation Conference (FCC3)

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- 1                   1.    The Focused Cycle Conference 3 (FCC3) will occur subsequent to  
2                   the preparation of the Summative Focused Evaluation Report and  
3                   prior to the last day of school.
- 4
- 5                   2.    The purpose of the FCC3 is to review and discuss the Summative  
6                   Evaluation Report and decide upon the appropriate evaluation  
7                   cycle for the subsequent year.
- 8

9                   **SECTION 19.8. Support for Basic and Unsatisfactory Employees:**

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11                  A. Notification and Requirements

- 12
- 13                  i.    The Association will be notified no less than ten (10) work days prior to  
14                  the start of the new school year when any teacher is judged below 3 -  
15                  Proficient on his or her Summative Evaluation rating the previous spring.
- 16                  ii.   If a teacher with more than five (5) years' experience receives a  
17                  Summative Evaluation rating of 2 – Basic on a Comprehensive or  
18                  Focused Evaluation, the teacher shall be placed on the Comprehensive  
19                  Cycle for the subsequent two (2) years, to minimize the possibility of a  
20                  Focused evaluation being applied as one of two (2) Basic ratings within  
21                  three (3) years used to judge the teacher's performance as Not  
22                  Satisfactory.

23                  B. Support

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- 25                  i.    When a teacher is judged below 3 – Proficient on their Summative  
26                  Evaluation rating, additional support shall be granted to the employee to  
27                  support their professional growth.
- 28                  ii.   In the event that a teacher's performance is judged to be Not Satisfactory,  
29                  as defined in Section 4, then the provisions of Section 10, outlined below,  
30                  shall apply.
- 31
- 32                  iii.   In the event that a teacher on a continuing contract with more than five (5)  
33                  years of experience receives a Summative Evaluation rating of 2 - Basic,  
34                  then a Professional Support Plan will be developed by the teacher and  
35                  evaluator and put in place no later than October 15<sup>th</sup> of the subsequent  
36                  school year.
  - 37
  - 38                   1.    A Professional Support Plan will identify the specific evaluative  
39                   areas needing growth and the desired performance expectations.  
40                   Additionally, the plan will provide for periodic performance  
41                   feedback during that school year.
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- 2. A Professional Support Plan shall offer a minimum level of support provided and funded by the district. Additional supports may be discussed and added by mutual agreement of the teacher and evaluator. A minimum level of support will include:
  - a. A mentor, experienced with the level (e.g. elementary, secondary) of the teacher and trained in the CDIF, to work with the teacher for up to 20 hours during the duration of the professional support plan.
  - b. At least three days of release time to observe and/or be observed by other teachers in the district.
  - c. Relevant professional development courses and/or materials, upon request, up to \$500.
  - d. Access to online training materials related to the CDIF.
- 3. No documentation related to the Professional Support Plan shall be placed in the teacher's personnel file.

**SECTION 19.9. Probation:**

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A. Probation Notification

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written, reasonable plan of improvement.

B. Probation

- i. A classroom teacher's work is judged not satisfactory, and therefore shall be placed on probation, when the overall comprehensive summative evaluation score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 – Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- ii. Teachers may only be placed on probation from the Comprehensive evaluation system described above.
- iii. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or

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probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

- iv. In the event that a teacher merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  - 1. The evaluation report prepared pursuant to the provisions of Section 6 above, and,
  - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
  
- v. If the Superintendent concurs with the administrator's judgment that the performance of the employee is not satisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. Before being placed on probation, the Association and the teacher shall be given notice of action from the Superintendent which shall contain the following information:
  - 1. Specific areas of performance deficiencies identified from the instructional framework;
  - 2. A suggested specific and reasonable program for improvement;
  - 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
  
- vi. Upon request from the teacher and/or principal, the Superintendent or Designee shall consider an extension of the probationary period. Days may be added to the probationary status if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 1st of the same year. In addition, the probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15<sup>th</sup> is 1 – Unsatisfactory.
  
- vii. A probationary plan of improvement will be developed and will include the specific evaluative criteria which must be met and the performance expectations which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term

1 of probation, supports provided and funded by the district, and the dates  
2 those supports will be put in place. A minimum level of support will include:

- 3
- 4 1. An instructional coach, experienced with the level (e.g.  
5 elementary, secondary) of the probationary teacher and trained in  
6 the CDIF, to work with the probationary teacher for up to 40 hours  
7 during the 60-day probationary period.
- 8
- 9 2. At least three days of release time to observe and/or be observed  
10 by other teachers in the district.
- 11
- 12 3. A second in-district administrator to observe the probationary  
13 teacher, at the request of the teacher.
- 14
- 15 4. Relevant professional development courses and/or materials,  
16 upon request, up to \$500.
- 17
- 18 5. Release to work on their POI during up to 4 PCT times that are  
19 not related to PG&E or professional development related to an  
20 area in which they have been judged Basic or Unsatisfactory. No  
21 more than two PCT times may be taken from administratively-  
22 directed PCT time. Release time to be arranged in advance  
23 between the teacher and his/her principal.
- 24
- 25 6. Access to online training materials related to the CDIF.

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27 viii. Evaluation During the Probationary Period

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- 29 1. At or about the time of the delivery of a probationary letter, the  
30 evaluator shall hold a conference with the probationary teacher to  
31 discuss performance deficiencies and the remedial measures to  
32 be taken.
- 33
- 34 2. During the probationary period the evaluator shall observe and  
35 meet with the probationary teacher at least twice a month, and  
36 make a written evaluation of the progress, if any, made by the  
37 teacher. The provisions of Section 6 above shall apply to the  
38 documentation of observation reports during the probationary  
39 period.
- 40
- 41 3. The probationary teacher may be removed from probation at any  
42 time if he/she has demonstrated improvement to the satisfaction  
43 of the evaluator in those areas specifically detailed in his/her  
44 notice of probation, and his/her overall performance is deemed  
45 satisfactory.

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4. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.

ix. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

x. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas described as deficient, and his/her overall performance is deemed satisfactory. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at 2-Basic or above and a teacher of more than five (5) years scores at 3-Proficient or above on his/her summative annual evaluation.

xi. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.

xii. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

1                   3.    That the teacher has not demonstrated sufficient improvement in  
2                   the stated areas of deficiency and action should be taken to non-  
3                   renew the employment contract of the teacher.

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5                   xiii.   Action by the Superintendent

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7                   1.    Following a review of the report submitted pursuant to paragraph J  
8                   above, the Superintendent shall determine which of the alternative  
9                   courses of action is proper and shall take appropriate action to  
10                  implement such determination.

11  
12                  2.    A teacher who fails to successfully complete the probation  
13                  process, as outlined above, may have his/her probationary period  
14                  extended at the discretion of the Superintendent, provided he/she  
15                  has not received a summative evaluation rating of 1-  
16                  Unsatisfactory for two years in a row.

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18                  **SECTION 19.10. Non-Renewal (Discharge):**

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20                  When a continuing contract teacher with five (5) or more years of experience receives a  
21                  comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive  
22                  years, and has completed the minimum 60-day probationary period, the District shall, no  
23                  later than May 15<sup>th</sup>, implement the teacher notification of non-renewal (discharge) as  
24                  provided in RCW.28A.405.300.

25  
26                  The teacher who is, at any time, issued a written notice of probable cause for non-  
27                  renewal or discharge by the Superintendent pursuant to this Article shall have ten (10)  
28                  days following receipt of said notice to file any notice of appeal as provided by statute or  
29                  by this Agreement.

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31                  **SECTION 19.11. Provisional Employees:**

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33                  Before non-renewing a provisional teacher, the evaluator shall have made good faith  
34                  efforts beyond the minimum requirements of the evaluation process to assist the teacher  
35                  in making satisfactory progress toward remediating deficiencies.

36  
37                  If, after the first 90 days of the school year, an evaluator believes a provisional teacher  
38                  may receive less than a Proficient - 3 rating on their final summative evaluation, written  
39                  notice shall be provided to the teacher and the Association prior to March 1, or within  
40                  thirty (30) calendar days of the employee’s 90<sup>th</sup> day of employment, if the employee is  
41                  new to the District.

42  
43                  Any notification of non-renewal shall be issued no later than May 15, as provided in  
44                  RCW 28A.405.220.

45                  **SECTION 19.12. Evaluation Results:**

46                  A.    Evaluation results shall be used:  
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- i. To acknowledge, recognize, and encourage excellence in professional performance.
  - ii. To document the level of performance by a teacher of his/her assigned duties.
  - iii. To identify specific areas for a teacher's professional growth, based on the criteria included on the evaluation instrument.
  - iv. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
  - v. As one of multiple factors in Human Resources and personnel decisions only as defined elsewhere in this agreement.
- B. Evaluation results shall not be used to determine any type of base or additional compensation.