

Collective Bargaining Agreement

between

HIGHLINE EDUCATION ASSOCIATION

and

HIGHLINE SCHOOL DISTRICT 401



September 1, 2018 – August 31, 2020

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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
11 ii. Rationale for the waiver;
12
13 iii. The specific beginning and ending dates for the waiver;
14
15 iv. Description of which employees would be affected by the waiver and how
16 they would be affected;
17
18 v. Description of how the decision to request the waiver was made and
19 evidence it reflects approval of the building administration and at least
20 80% of those in the Association's bargaining unit at the school or work
21 site (as measured by secret ballot conducted by Association
22 representatives);
23
24 vi. Description of the cost or budget impact of the waiver, if any; and
25
26 vii. Explanation of how the waiver, if granted, might affect other employees
27 outside of the school site and other operations of the District, if any.
- 28 C. The District and Association will adopt their own internal processes for review
29 and approval of waiver applications.
- 30 D. No Agreement waiver shall be granted for a duration of more than one (1) school
31 year, unless extended in writing by both parties, and no Agreement waiver shall
32 be granted for a duration that extends beyond the expiration date of the current
33 Agreement.
- 34 E. The Association and District agree that any waivers granted are not precedent
35 setting. The parties further agree that once the waiver has expired, all waived
36 provisions shall return to the status contained in the Collective Bargaining
37 Agreement at the time of the waiver's expiration.

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ARTICLE 2
ASSOCIATION RIGHTS

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

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

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

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

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

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

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Section 2.4. Bulletin Space: The District will make a reasonable attempt to provide a bulletin board space in each school for use by the Association. Bulletins posted by the Association are the responsibility of the officials of the Association and shall be limited to official Association business. Each bulletin shall be signed by the Association 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:** Upon written request, the District shall furnish the
13 Association data and information concerning the operations and financial resources of
14 the district, including, but not limited to: annual financial reports and audits, tentative
15 budgeting requirements and allocations, agenda and minutes of all board meetings held
16 in open session, student enrollment; bargaining unit employee data on a monthly basis,
17 including the name, assignment, work site, FTE, employee identification number, salary
18 schedule placement, home address, work and home phone numbers, and email address
19 of each employee; and any other information available in accordance with laws
20 pertaining to the availability of district data. The District may charge a reasonable fee for
21 any materials furnished.

22
23 Additionally, by August 1st of each year, the District shall provide the Association with a
24 list of the names of newly hired or reassigned employees, and their contact information
25 including the name, assignment, work site, FTE, employee identification number, salary
26 schedule placement, home address, work and home phone numbers, and email address
27 of each new hire. For the purpose of this section, the date of hire shall be considered to
28 be the day on which the new employee accepted an offer of employment. The district will
29 also include the names of any bargaining unit members who are on a leave of absence,
30 the anticipated duration of such a leave, and any changes in contact information during
31 the time of the leave. When new employees are hired following the August 1st report,
32 the district will provide the information listed above within five business days of the date
33 of hire.

34
35 **Section 2.6. District/Association Meetings:** Whenever Association representatives
36 are mutually scheduled with the District's representatives to participate in grievance
37 matters during working hours, said representatives shall suffer no loss of pay and the
38 cost for a substitute, if required, shall be borne by the Association.

39
40 A. If, by mutual agreement, negotiations are scheduled during the work day, the
41 District shall pay for the cost of salaries and fringe benefits of Association
42 representatives involved.

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

- 1 C. The Association representative may call meetings of staff members during the
2 work day where such meetings do not interfere with regular scheduled classes
3 and with previous approval of the appropriate administrator.
- 4 D. Association and District representatives shall meet from time to time by mutual
5 agreement to discuss matters of mutual concern.

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

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

10 The District shall make salary payments, annual sick leave cash-out benefits to
11 and insurance contributions on behalf of the President as if he/she were not on
12 release time, provided that the Association shall reimburse the District for these
13 costs.

- 14 B. Member's Release: Members of the Highline Education Association may, upon
15 written request, be granted release time to conduct Association business, up to a
16 maximum of one hundred fifty (150) days during the school year as approved by
17 the Superintendent/designee. However, no individual member may be released
18 more than ten (10) days. Provided further, that the UniServ Council President is
19 limited to twenty (20) days of release time per school year, none of which is
20 deductible from the maximum total of days available for release. In addition,
21 release time for the purpose of conducting association business for the
22 Washington Education Association (WEA) shall not be deducted from the
23 maximum total of one hundred fifty (150) days available for release. The
24 Association will submit the names of Association members along with the reason
25 for the expected days desired to be absent for the school year as early as
26 possible. All additional requests which require a substitute must be submitted at
27 least one week in advance of the expected day(s) of absence. Additional release
28 time and exceptions to the advance notice may be granted by the
29 superintendent/designee upon written request based on substitute availability.

30
31 The District shall make salary payments to and insurance contributions on behalf
32 of such staff member as if the staff member were not on release time, provided
33 that the Association shall reimburse the District the cost of any substitute
34 required for the absent employee.

- 35
36 C. National Office: The District shall grant a staff member up to twenty (20) days of
37 release time per school year for the purpose of serving as an elected or
38 appointed officer of the National Education Association. This release time shall
39 be in addition to Member's Release (Section 2.7, Paragraph B).

40
41 **Section 2.8. Dues and Representation Fee:**

- 42 A. On or before September 1 of each school year, the Association shall give written
43 notice to the District of the dollar amount of individually authorized local, state
44 and national organizational dues and fees that are to be deducted in the coming
45 school year. Unless otherwise on file with the District, the Association shall

1 provide the District with an agreed to, properly executed and signed dues
2 deduction and fees authorization and assignment for each participating staff
3 member. The individual authorization will continue in effect during the term of the
4 Agreement.

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

13 C. The Association agrees to defend, indemnify and hold the District harmless
14 (except in suits in which the District is plaintiff) against any and all claims, suits,
15 orders or judgments brought or issued against the District as a result of any
16 action taken or not taken by the District pursuant to proper implementation of this
17 Article contingent upon (1) the District's agreement that the Association shall be
18 authorized to defend such suit through an attorney mutually determined by the
19 District and the Association, and (2) the District agrees to provide full cooperation
20 and information to the Association in defending any suit which may be brought
21 against it as a result of this Agreement.

22 **Section 2.9. Access to New Employees:** The District will provide the Association
23 reasonable access to new employees of the bargaining unit for the purposes of
24 presenting information about the exclusive bargaining representative to the new
25 employee. The presentation may occur during a new employee orientation provided by
26 the District, or at another time mutually agreed to by the District and Association. No
27 employee may be mandated to attend the meetings or presentations by the Association.
28 "Reasonable access" for the purposes of this section means: (a) The access to the new
29 employee occurs within ninety days of the employee's start date within the bargaining
30 unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during
31 the new employee's regular work hours at the employee's regular worksite, or at a
32 location mutually agreed to by the District and Association.
33

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, ancestry, national origin, marital
36 status, sexual orientation including gender identity/expression, mental or physical
37 disability or other distinguishing characteristics. A discipline program or model shall be
38 used as a foundation or blueprint for discipline in all schools to facilitate consistency
39 throughout the district. The district shall provide all new teachers with student
40 management training, consistent with the program or model in use at the time by the
41 District.

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

- 1 B. Building administrators shall designate a certificated staff member to provide
2 discipline support in the administrator's absence. If the designee is a classroom
3 teacher, prior arrangement will be made by the administrator to assure that the
4 designee's students are under the charge of another certificated employee during
5 the designee's absence from the classroom. On the second consecutive full day
6 of administrative absence, a substitute will be provided for the designee. The
7 substitute will remain in that position until the building administrator returns. The
8 designee in each elementary school will be provided with a stipend as indicated
9 in Appendix D.
- 10 C. Staff members may protect themselves from personal attack within the limits of
11 the law. The District will support staff members in their lawful use of prudent
12 disciplinary measures to maintain order and protect the safety and well-being of
13 the students in their charge.
- 14 D. Staff members shall have the right and responsibility to maintain good order and
15 discipline in the classroom at all times. Staff members shall have the right to
16 exclude any student who creates a disruption of the educational process from the
17 classroom or activity area. Such exclusion shall occur in accord with the building
18 disciplinary standards or in emergency situations. The staff member may
19 exclude a disruptive student for all or any portion of that school day as permitted
20 by law.
- 21 E. A staff member may recommend to the building administrator, or designee, that a
22 student be removed from such staff member's classroom on a temporary or a
23 permanent basis. If a staff member sends a student to the office, the student
24 must be accompanied by a written or oral explanation followed by a detailed
25 explanation and recommendation from the staff member within a reasonable
26 period of time.
- 27 F. A recommendation for temporary removal of a student from a staff member's
28 classroom shall be appropriate under the following circumstances:
- 29 i. In the professional opinion of the staff member, a student's behavior
30 constitutes a disruption of the educational process to the detriment of
31 other learners, and reasonable attempts at remediation of the behavior
32 are unsuccessful.
- 33 ii. A pupil has been insubordinate to the degree that the temporary removal
34 from the classroom is deemed appropriate by the staff member.
- 35 G. A recommendation for removal from class on a permanent basis shall be
36 considered appropriate only under the following circumstances:
- 37 i. In the professional opinion of the staff member, a student's behavior
38 constitutes an immediate and continuing danger to others or the flagrant
39 nature of such behavior makes remediation attempts inappropriate.
- 40 ii. In the professional opinion of the staff member, a student's behavior
41 constitutes a continuing disruption of the educational environment to the
42 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. This review shall include the District's student
42 discipline policies and procedures. Every employee shall be given a written copy
43 or directed to the electronic copy of the school and District policies/standards.
44 This review may occur during PCT, DID or staff meetings.

Section 3.5. Students with Individualized Educational Programs (IEPs) and Students who are English Language Learners:

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

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

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

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

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

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

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

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

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

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

i. In discussing controversial issues, the staff member will encourage students to express their own views, assuring that it be done in a manner

- 1 that gives due respect to one another's rights and opinions.
- 2 ii. When discussing controversial issues, the staff member will respect
- 3 positions other than his/her own.
- 4 iii. Students will be encouraged by the staff member, after class discussions
- 5 and independent inquiry, to reach their own conclusions regarding
- 6 controversial issues.
- 7 iv. Prior to scheduling outside speakers, approval of the immediate
- 8 supervisor must be obtained. Approval may be withheld when the
- 9 District has reason to believe appearance of a guest speaker would be
- 10 disruptive or not in the best interest of the education process.

11 B. While the staff member must be free to teach, the staff member must always be

12 concerned that there will be no infringement upon the freedom of those students

13 the staff member serves.

14 C. Within District goals and objectives, staff members shall be responsible for

15 determining daily methods and materials to be used in the instruction of the

16 students in their charge. If District approved materials are used consistent with

17 District goals and objectives, staff members will be supported in their choice of

18 materials.

19 D. Standardized test results of academic progress of students shall not be used in

20 an improper manner to evaluate the quality of a staff member's service or fitness

21 for retention.

22 **Section 3.8. Staff Members' Personnel Files:** A confidential permanent personnel file

23 will be maintained in the District Human Resources Department for each staff member

24 covered by this Agreement.

25 A. Employees shall have the right to review the contents of their personnel file

26 during office hours, but during the employee's non-instructional time or non-duty

27 hours. Materials reviewed by the employee and judged to be either derogatory to

28 the employee's conduct, service, character or personality may be answered by

29 the employee in writing. Such written responses shall become a part of District

30 personnel records. Any derogatory statement regarding an employee by a

31 parent, student or lay person which is to be placed in the employee's personnel

32 file will be called to the attention of the employee at the time of such placement.

33 The employee shall have the opportunity to attach a written response to any such

34 statement.

35 B. Staff members may request material of a complimentary nature be placed in their

36 personnel file maintained by the District Human Resources Department.

37 C. With the exception of personal evaluations as required by this Agreement and

38 state law, a staff member may request removal of the material judged by the staff

39 member to be derogatory, discriminatory or prejudicial to the staff member's

40 conduct, service, character or personality. The District reserves the right to make

41 final determination regarding material to be retained unless a court of competent

42 jurisdiction determines otherwise. However, should the staff member request

43 removal of material judged by the staff member to be derogatory, discriminatory

1 or prejudicial to the staff member's conduct, service, character, or personality and
2 such material has been in the file five (5) years or more and is mere allegation
3 which has never been substantiated, such material shall be removed.

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

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

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

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

21 **Section 3.12. Assault Response Protocol:** The District and Association shall
22 collaboratively develop in labor management meetings and annually publish an assault
23 response protocol describing the steps that should be taken at a school when a staff
24 member is assaulted. The protocol shall include response and support for both the staff
25 member and any involved student.

26

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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. 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.

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

- 1 D. Staff members who are required to commit in excess of twenty (20) hours as
2 provided for in paragraph D above will be compensated at the rates identified in
3 Appendix D.
- 4 E. The building principal, in consultation with each teacher, will schedule teacher
5 planning time. Such planning time will occur either before, during and/or
6 following the student instructional part of the teacher's work day.
- 7 F. Staff members are required to attend staff meetings, unless specifically excused.
8 Staff meetings will be scheduled on an as needed basis and as far in advance as
9 possible. Staff meetings may be scheduled before, during or after the
10 instructional day. Administrators are encouraged to end morning staff meetings
11 at least ten (10) minutes before the instructional day begins. Staff meetings will
12 be scheduled so that no staff member shall be required, except in emergencies,
13 to attend more than one (1) staff meeting in any one calendar week. Building
14 administrators are encouraged to conduct staff meetings, as much as possible,
15 within the work day; however, if it is necessary for the staff meeting to exceed the
16 normal work day, staff members will not be required to remain beyond the normal
17 work day for more than forty-five (45) minutes unless the principal chooses to
18 use flex hours described in Section E above, and provides at least one week's
19 advance notice of the extended length; in no case shall the extended length be
20 more than seventy-five (75) minutes beyond the normal work day. Principals
21 may not hold individual staff members beyond the contract day and attribute the
22 time to staff meetings. Principals will encourage staff participation by allowing all
23 staff to generate agenda items and work collaboratively to create a balance of
24 topics. HEA and HSD recognize that a range of issues will be covered at staff
25 meetings including building operations (nuts and bolts), collaboration among staff
26 teams and professional development.
- 27 G. Except in an emergency, staff members at the elementary level shall not be
28 assigned to recess or before school playground duty.
- 29 H. Mandatory work performed outside the contracted year will be paid at per diem
30 rate.

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

36 Each building staff and principal shall meet, discuss and plan options to determine the
37 use of Professional Collaboration Time (PCT) as described in Section 4.4 below.
38 Association representatives and principals will affirm annually that these discussions
39 have occurred.
40

41 **Section 4.3. Non-Instructional Time and Class Coverage:** Elementary teachers shall
42 be provided with a minimum average of one hundred five (105) minutes of
43 non-instructional time each work day, exclusive of lunch and recesses, which includes
44 planning time and thirty (30) minutes before and the thirty (30) minutes after the student
45 instructional day. Elementary students (K-6) will be provided two hundred twenty-five

(225) minutes per week of instruction by specialists/librarians. Non-elementary teachers shall be provided with a minimum of one hundred twenty (120) minutes of non-instructional time each work day, exclusive of lunch and recesses, which includes planning time and the thirty (30) minutes before and the thirty (30) minutes after the student instructional day.

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

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

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

B. PCT will be allocated as follows:

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

ii. 25% will be teacher/ESA-directed collaborative work by small teams of teachers/specialists on building or district priorities, with half of these PCT days identified and reserved on the work year calendar for optional teacher/ESA-directed cross-school collaboration with job-alike colleagues (principal notification will be provided in the event staff leave their usual worksite);

iii. 50% will be determined by the building principal, with one-quarter of these PCT days identified and reserved on the work year calendar in Exhibit B for potential administratively-directed meetings of ESA/specialist groups (OT/PTs, Psychologists, Nurses, Counselors, Social Workers, Speech Language Pathologists, Special Education, Librarians, Fine Arts and PE specialists, and CTE teachers) in cross-school collaboration with job-alike colleagues. Additional job-alike groups may be identified on an annual basis for administratively-directed subject area and/or grade level initiatives; notice of any additional job-alike groups will be provided to principals and HEA leadership as soon as possible, but no later than August 10.

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

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

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

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

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

- A. Class coverage: Use of staff members to provide coverage of another staff member's class will be assigned in as equitable a manner as possible; emergencies will be handled on a needs basis.

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

- i. Pay for lost planning time: Teachers covering classes during their planning time shall be paid the extra duty rate for each hour of class time coverage. If an employee absence requires coverage for one half (1/2) day or more, the building administrator must call immediately for a substitute. An employee covering a class less than thirty (30) minutes shall qualify for one-half (1/2) hour of compensation. An employee must cover a class for a minimum of thirty-one (31) minutes to qualify for one (1) hour of compensation.

- ii. Elementary PE and Music and Librarians: PE/Music/Librarian teachers who substitute instead of providing planning time may be compensated for lost planning time (Section 4.5, paragraph B.i). PE/Music/Librarian teachers are not expected to make up missed sections and are therefore not compensated when they substitute instead of providing planning time. The classroom teacher is compensated for the missed planning time (Section 4.5, paragraph B.i).

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

- iv. Added responsibility: Staff members who are asked by the principal or designee to take on more responsibility than required by the contract shall be paid for up to five hours of extra responsibility (at the extra duty rate). No additional hours need be worked. If two or more teachers combine to

cover for one missing substitute, the combined time paid will not exceed five hours.

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

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

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

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

- A. A separate desk with adequate drawer space and a serviceable chair shall be provided for each staff member.
- B. The District will provide suitable and secure space for each staff member to store personal articles and instructional materials.
- C. Teaching personnel shall be provided with a copy of the text(s) they are required to use for instruction in assigned subjects.
- D. The building administrator will schedule appropriate workspace in cooperation with itinerants assigned to the building.
- E. Telephone facilities shall be made available to staff members for their reasonable use; however, school district business shall have first priority. Personal long-distance calls shall be made only in emergencies, and at the staff member's expense.
- F. Each staff member's work area shall be provided with adequate heat, light and ventilation, consistent with all applicable state laws and regulations. The district's environmental/air quality policies and procedures will be shared with all members annually. Buildings will have extreme temperature plans that will be shared with all staff annually.
- G. The District will make a reasonable effort to maintain clean classrooms and other learning areas. Whenever possible, pest control and other major maintenance projects should be conducted at times when it does not impact educational

1 operations. When it will impact the learning environment, employees shall be
2 informed at least two days in advance of such activity (e.g. bug spraying,
3 painting, major maintenance projects, etc.). This notice provision shall not apply
4 to emergency situations.

5 H. Occupational and physical therapist centers will be designated across the district.
6 At those centers the following will be provided:

- 7 i. Space which is free of furniture and is accessible for all students;
- 8 ii. Teacher desk, chair and filing cabinet;
- 9 iii. Locked storage space for equipment;
- 10 iv. Student table(s) and chair(s);
- 11 v. Chalkboard and mat;
- 12 vi. At non-center sites, where small numbers of students are served, items
13 iii, iv, and v will be provided if requested by the therapist.

14 I. When school is not in session, a staff member will have access to his/her
15 assigned building(s) upon approval of the building principal and consistent with
16 District security requirements.

17 J. Adequate off-street parking facilities shall be provided to staff members. Parking
18 facilities and outdoor walkways will be appropriately lighted for evening activities
19 and maintained to reduce or eliminate hazards.

20 K. The District will make available in each school restroom facilities exclusively for
21 non-student use, separate for each sex.

22 L. Each school shall have at least one (1) room appropriately furnished and
23 properly ventilated which shall be used as a faculty lounge.

24 M. The District shall be responsible for determining unsafe and hazardous
25 conditions under which staff shall not be required to work, consistent with all
26 applicable state laws and regulations. A copy of the District's emergency and
27 safety policies and procedures will be distributed annually and/or included in
28 each school's staff handbook

29 N. For any classrooms or other worksites in which lab sciences or
30 industrial/technical classes are taught, the following guidelines will apply:

- 31 i. Such classrooms will provide sufficient space for the curricular activities
32 to be conducted in a safe manner.
- 33 ii. The District will provide and require the use of necessary safety
34 equipment consistent with the Science Classroom Safety Guidelines from
35 the Department of Health and OSPI, as well as federal OSHA regulations.
36
37
38

1 iii. A Highline Schools Laboratory Safety Standards and Hygiene Plan will be
2 developed and updated at least every other year. After being developed,
3 the most recent version of the plan will be provided annually to each
4 middle school and high school science teacher.

5
6 iv. The District will provide all necessary and appropriate training in order to
7 meet and fulfill the requirements set forth by applicable laws and the
8 Highline Schools Laboratory Safety Standards and Hygiene Plan.

9
10 O. In order to provide efficient school operation and a climate of collaboration, each
11 school's Shared Leadership Team will address, or establish a Safety Committee
12 to address, tasks including, but not limited to:

13
14 i. Develop and recommend a school safety plan;

15
16 ii. Review and support Highline Public Schools Disaster and Emergency
17 Preparedness Plan;

18
19
20 iii. Make maintenance recommendations to the principal.
21

22 **Section 4.9. Office Equipment:** Office duplicating equipment, copy machines and
23 clerical services shall be made available to staff members for preparation of instructional
24 materials subject to scheduling and priority as determined by the building principal. A
25 copy machine shall be maintained in each school. All employees shall be provided
26 training and allowed to use office duplicating and copy machines for school related
27 business. The District accepts the responsibility for upgrading and providing instructional
28 equipment and facilities.

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

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

41 **Section 4.12. Shared Leadership:** The District and Association endorse the concept of
42 shared leadership as the preferred manner in which to make many building decisions
43 and/or recommendations to staff and principal. Each school will elect representatives to
44 work with the principal on a Shared Leadership Team. The Principal and HEA
45 representative(s) will work together to develop an election process to select the HEA
46 members of the Shared Leadership Team. The election process will be clearly defined

1 in writing and explained to all staff. The election will be by ballot and conducted by HEA
2 representatives in a fashion to ensure maximum participation by staff.

3 A. Team Composition: Each site has the flexibility to develop their own
4 characteristics with the following guidelines which should be documented in
5 writing:

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

12 B. Training/Support: The District will provide up to three days of release time to up
13 to ten school leadership teams each year for the purpose of establishing
14 procedures and training members. The District and Association will jointly select
15 the schools to be granted release time each year. All schools that have not
16 accessed support, or schools that have a new principal, will receive a special
17 invitation sent to association representatives and principals. This invitation will
18 outline how to access funds for release time, including options of how to access
19 additional support.

- 20 i. On or before September 15, the district and the association shall notify
21 principals and building representatives of the availability of support for
22 shared leadership. To access these funds, the principal and building
23 representative(s) will jointly submit in writing their interest by
24 November 15th to both the Human Resources Director and the HEA
25 President. If ten or fewer buildings apply, all buildings with the support of
26 both the principal and the building representative(s) will be selected.
- 27 ii. Leadership teams may request assistance from outside consultants or
28 internal experts about issues such as building consensus, clarifying roles
29 and developing a shared vision. A joint, ad-hoc committee will develop a
30 menu of consultants, internal experts, or trainings that schools can
31 access. Schools that have not accessed release time will receive priority
32 support/assistance.
- 33 iii. Leadership team decisions may not violate negotiated contracts, school
34 board policy, school board procedures, or state and federal statutes.

35 C. The bargaining team will have ongoing discussions regarding the following:

- 36 i. Clarify the type of decisions that the shared leadership teams can actually
37 decide upon.
- 38 ii. Provide ongoing evaluation of the effectiveness of Shared Leadership.
- 39 iii. Explore training options in support of shared decision making.

40
41 D. Staff on leadership teams will be paid a stipend as per Appendix D.

1 E. Each shared leadership team shall determine what issues will be addressed.
2 However, each leadership team will address the following:

3 i. All employees will be notified of the amount and provided opportunities for
4 input of expenditures of funds available to the building. When an
5 employee wants information about his/her budget requests, the building
6 administrator or designee will provide a status report.

7 ii. Discuss possible uses of District Initiative Days, per Article 11.2.C.

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

11
12 A. Elementary family/teacher conferences shall be scheduled for three (3)
13 consecutive school days the week of Thanksgiving.

14
15 B. Two non-student days will be scheduled for secondary family/teacher
16 conferences: the Wednesday before Thanksgiving and the first Friday of the
17 fourth quarter.

18
19 i. Teachers will conference with families for 3.5 hours after the regular
20 school day on the day before the non-student day and for 3.5 hours in the
21 morning of the non-student day. The remainder of the non-student day
22 will be a non-workday for teachers as compensation for conferencing the
23 previous evening.

24
25 ii. Actual conference dates may vary from the default plan described above
26 (and marked as such on the school calendar) as schools will have the
27 flexibility to meet the needs of families by conferencing before or after
28 regular school days in the fall between the end of the first quarter and the
29 Thanksgiving break and in the spring within ten (10) school days before
30 or after the end of the third quarter. The designated non-student day will
31 be a partial or full non-work day for teachers for an equivalent number of
32 hours that employees have conferenced at other times. The conference
33 plan may include the same scheduled day for all teachers in the building
34 or a plan in which different teachers are responsible for conferencing with
35 families on different days. Each school's Shared Leadership Team (SLT)
36 will propose to the staff when conferences will be held. School staff will
37 choose its preferred plan by majority vote, using a secret ballot if desired.
38 The building's conference plan will be submitted to the District Chief
39 Academic Officer and the Association President no later than October 15.

40
41 C. Pursuant to RCW 28A.655.230, third grade students who require additional
42 support will receive additional conferences with the following guidelines.

43
44 i. Third grade teachers will be paid for one hour of teacher planning for each
45 five students requiring additional conferences (e.g. 1 hour for 1-5 students,
46 2 hours 6-10 students, 3 hours 11-15 students, etc.).
47

- 1 ii. Conferences will be budgeted at twenty (20) minutes in length each, and
2 will include the third grade teacher and principal or “designee” (e.g.
3 interventionist, assistant principal, etc.) to allow staff to build early
4 relationships with the family and learn about students before the end of the
5 year.
6
- 7 iii. Extra service payments for the additional conferences will be calculated
8 based on the actual conferencing time incurred, even if it exceeds the
9 budgeted amount.
10
- 11 iv. The rate of pay for this work is identified in Appendix D.2, paragraph K.
12

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

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

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

31 B. Nurses, Occupational Therapists, Physical Therapists, Speech- Language
32 Pathologists and Vision Specialists:

- 33 i. In September each above employee shall receive advance payment for
34 fifteen (15) hours of time per employee FTE at the extra-duty pay rate for
35 participation and contributions to IEP goals and objectives.
- 36 ii. Staff will be paid on a monthly basis for any IEPs written in excess of ten
37 (10). This is in addition to the September payment.
- 38 iii. If an in-district IEP is not completed in time to qualify it for funding, the
39 special education administrator will consult with the IEP manager to
40 determine a plan to complete the IEP. If there is reasonable concern that
41 it will not be completed in a timely fashion, then the District offer the IEP
42 to another qualified staff member.
- 43 iv. Additional IEP compensated time may be granted by the director of

special education (but not to exceed .2 times the number of that employee's students with IEPs).

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

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

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

A. Elementary Schools (K-6)

- i. Kindergarten staff members will be allocated to each building by dividing the building's average yearly kindergarten enrollment by twenty-three and one-half (23.5) carried out to the nearest half-staff member.
- ii. Primary (grades 1-3) staff members will be allocated to each building by dividing each building's first through third grade average yearly enrollment by twenty-four (24), carried out to the next highest full staff member (rounded up from .5).
- iii. Intermediate staff members will be allocated to each building by dividing each building's fourth through sixth grade average yearly enrollment by twenty-six and one half (26.5) carried out to the next highest full staff member (rounded up from .5).
- iv. Resource Room students (K-6) shall be counted in regular classrooms as 1.0 FTE regular students for allocation purposes.

B. Secondary Schools (7-12)

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

- 1 C. Special "Flex" Allocation In addition to the staff allocations provided for
 2 elementary and secondary schools above, a total of twenty-one (21) additional
 3 staff will be allocated district-wide. An HEA representative (President or
 4 designee) will be invited to weekly meetings in September to analyze class sizes
 5 by school and determine best courses of action (possible use of flex teachers,
 6 split classes, student balancing, etc.) to meet class size limits of this agreement.
- 7 D. Special Education: Staffing will be reviewed after the October 1 and February 1
 8 counts. For additional resources at anytime, school teams (special education
 9 teacher, principal, and program specialist as a minimum) in collaboration can
 10 jointly determine and request additional resources to meet student needs.
 11 Student, staff and/or classroom schedule matrix will be used to formulate
 12 resource recommendations. A response to the request will be made to the
 13 school team within ten (10) school days.

- 14 i. 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
*Beginning in the 2019-20 school year, student to teacher ratio for Learning Resource Centers (LRC) will be 25:1.	

- 15
 16 ii. Beginning in the 2019-20 school year, staffing for Learning Resource
 17 Centers (LRC) will be rounded up to the nearest 0.5 FTE.

- 18 E. Instructional Assistant Time: Instructional Assistant time shall be allocated to
 19 special education programs according to the following process:

20

21

22

23

24

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.	

**Levy Contingency: ECE Paraeducator staffing shall reopen at the request of either party should the District fail to pass a levy to support the maintenance and 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 and operations levy at the level in effect at the time of ratification of this Agreement.

F. Learning Resource Centers Caseload Mitigation: If a certificated staff member has more than 27 IEPs, then IA time will be increased to 6.5 hours. Beginning in 2019-20, if a certificated staff member has more than 25 IEPs, then IA time will be increased to 6.5 hours. Please see associated Letter of Agreement for related changes to other LRC mitigation.

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

ii. HSD will mitigate (not to exceed \$150,000) excess LRC IEPs. HSD will monitor the total cost of mitigation beginning on the first day of school. A mid-year Labor Management session with HEA and Special Education

department will be convened to review the expenditures to date and determine adjustment of the IEP Mitigation Table to maximize LRC teacher compensation without exceeding \$150,000 ceiling. Mitigation for LRC overloads begins October 1 in accordance with the following table:

IEP MITIGATION TABLE

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

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

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

- i. When DHH, or ILC, or, EBC classroom exceeds the District ratio by one (1) student one (1) additional hour of aide time shall be allocated to that class.
- ii. If a certificated staff member in an ILC or EBC class has more than 10 IEPs, then more certificated staff time will be allocated.
- iii. Two 6.5 hour paras will be assigned to ILCs with at least four students who require significant physical care, supervision or assistance for personal care, toileting, feeding, positioning or mobility.
- iv. For Deaf and Hard of Hearing classes, if IEPs exceed seven (primary or preschool), ten (intermediate) or eleven (secondary), then more certificated staff time will be allocated.
- v. Intensive Academic Center (IAC): In the case of hardship and the need exists to exceed student ratio of 13 by one, and the teacher and principal agree to accept the overload, with the notification and approval of the HEA President, then one (1) additional hour of IA time will be allocated or teacher will receive \$15 per day. If compensation is chosen, the compensation will be enacted following a 10-day grace period and retroactive to the first day that the overage occurred.
- vi. Extended Day for providing planning and services for autistic ECE students will be paid in accordance with Extra Duty rate, consistent with Section D.2.K., not to exceed two hours per week without approval.

Para-professional support will be allocated based on a two to one (2:1) student to paraprofessional basis.

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

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

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

ii. Secondary school counselors shall be allocated using the following enrollment table. Comprehensive high schools and middle schools will maintain a minimum of 4.0 FTE counselors and 1.5 FTE counselors respectively. If an opening occurs, a high school or middle school's leadership team, including the principal, may decide to utilize a social worker or other ESA in place of a counselor, provided that the minimum amount of counselor FTE is maintained.

Regular Head count plus 1.5 Weighted*

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

*Students with IEPs, McKinney-Vento students, and students who are English Language Learners; weighting of special populations is unduplicated.

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

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

i. Each elementary student will be provided with an average of forty-five (45) minutes per week of instructional time by the building's librarian. The librarians and individual teachers, in consultation with the building principal, will mutually agree on a monthly schedule. Library time will not be "banked" beyond three hours without consent.

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

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

3
4 *In implementing 4.15.J.iii. below, if a school is projected to qualify for
5 eight hours of library assistant time based upon projected student
6 enrollment, they will be allocated at least seven hours on the first student
7 day and will be adjusted, if needed, based on the October 1 count date.
8 Likewise, if a school is projected to qualify for seven hours of library
9 assistant time based upon projected student enrollment, they will be
10 allocated at least six hours on the first student day and will be adjusted, if
11 needed, based on the October 1 count date.

- 12 iii. Elementary librarians teaching 23-25 sections are entitled to one
13 additional hour of library assistant time per day. Elementary librarians
14 teaching 26 sections and above are entitled to two hours of additional
15 hours of library assistant time per day.
- 16 iv. The District will provide 6 hours per day of library assistant time to each
17 middle school and high school.
- 18
19 v. In addition to the minimum average of one hundred five (105) minutes of
20 non-instructional time per day outlined in Section 4.3, elementary
21 librarians will be provided a minimum two hundred twenty-five (225)
22 minutes per week of non-instructional library management time.

- 23
24 K. Psychologists: Psychologists shall be assigned using a 900:1 total student
25 enrollment ratio as determined by the October 1 enrollment figures. An additional
26 1.7 FTE will be allocated to support Child Find. An additional .2 FTE will be
27 allocated to support the "Psychologist Designee" leadership position(s).

- 28
29 L. Speech-Language Pathologists (SLP): The District will allocate FTE for Speech-
30 Language Pathologists so as to provide an average caseload of 45:1 (using the
31 February 1 caseload count from the previous school year). Individual caseloads
32 may vary above or below 45. The SLP designee and special education
33 administrator will determine assignments after consultation with the SLPs. An
34 additional 1.2 FTE will be allocated to support Child Find. An additional .2 FTE
35 will be allocated to support the "SLP Designee" leadership position(s).

- 36
37 M. Occupational and Physical Therapists: The district will allocate FTE for
38 Occupational and Physical Therapists (OTs/PTs) so as to provide an average
39 caseload of 31:1. Individual caseloads may vary above or below 31. The OT/PT
40 designee and special education administrator will determine assignments after
41 consultation with the OT/PTs. An additional .6 FTE will be allocated to support
42 Child Find. An additional .2 FTE will be added to support the "OT/PT Designee"
43 leadership position(s).

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

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

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

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

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

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

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

O. Social Workers and Audiologists: The District will maintain four social workers. The District will maintain one audiologist.

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

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

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

Section 4.16. Class Size and Workload: Each week during September, the Human Resources Department, in conjunction with each building, will review and monitor student and staff counts. Additional certificated staff will be allocated as quickly as possible. The Human Resources director shall meet to review initial staff allocations and student counts with the Association by the 8th student day. Adjustments to staff allocation will be provided to the Association president weekly. Staff member allocations for each building,

consistent with the above formulas, will be established within two (2) working days of the October state enrollment count date of each year. Adjustments after that date will be determined monthly by the director of Human Resources consistent with the above formulas.

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

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

C. Elementary Class Size: The District and the Association recognize that reasonable class size and workload should be attained for optimum learning. Maximum learning efficiency occurs when the number of student contacts per employee is kept at reasonable levels. Beginning in 2019-20, the Students Per Staff ratio for Kindergarten will be 23:1 per day, and the ratio for Primary (grades 1-3) will be 24:1.

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

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

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

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

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

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

- 1 B. Staff Development of ELL Plans: The staff and principal will collaboratively
2 examine and discuss options for serving ELL students. Schools are encouraged
3 to decide on their plan for the following school year thirty days after receiving
4 notice of their allocation but no later than the end of the school year. The district
5 and association may mutually agree to extend the timeline.
- 6 C. Staff Approval of ELL Plan: Staff will choose its preferred plan by majority vote,
7 using a secret ballot if desired.
- 8 D. Lack of Consensus for ELL Plan: If agreement on an ELL Plan is not reached, the
9 EPSA will be used to create certificated FTE to work directly with students (with
10 leadership team (SLT) determining the use of any leftover amounts). The District
11 will not approve plans that would create fewer classrooms than the number
12 required by Section 4.14. Student Enrollment and Staff Allocation, Paragraph A,
13 Elementary Schools, K-6. All plans must observe the following parameters:
- 14 i. If a school creates an ELL classroom there will not be more than 21
15 students assigned to it. The added cost of staffing at this ratio is charged
16 to the school's EPSA.
- 17 ii. The EPSA may be used only for the following purposes; certificated FTE,
18 certificated extra duty, classified classroom support, certificated
19 professional development and classified professional development (no
20 more than 4% of the EPSA may be used for other purposes).
- 21 iii. Mandatory District training on ELL teaching methods, including initial
22 training for new hires and transfers will not be charged against the school's
23 EPSA.

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

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

- 27 A. Elementary Level: Student enrollment will be counted on October 1 for purposes
28 of addressing class size overload. When a student is mainstreamed for .5 or
29 above, the student shall be counted on both the general education and special
30 education (e.g. DHH, EBC, IAC, ELL) teachers' rosters. Students who are pulled
31 out of the general education classroom for instructional support are not deducted.
32 Any combination or split-grade class shall be at least one (1) student less than the
33 equivalent regular class. Beginning on October 1 of each year the district will
34 assign compensation or paraeducator hours to mitigate class size overload as
35 indicated below. HSD will exhaust all practical options to maintain class size limits
36 established by Section 4.16, Class Size and Workload, Paragraph C; however, if
37 overloads are necessary to avoid balancing of students to another school the
38 following applies:
- 39
- 40 i. One student over class size the teacher receives \$10.00 per day for the
41 extra student for each day that an overload one student exists.

- 1 ii. Two students over class size the teacher receives \$15.00 per day for the
2 extra two students for each day that an overload two students exists.
- 3 iii. Three students over class size the teacher receives \$20.00 per day for the
4 extra three students for each day that an overload of three students exists.
- 5 iv. In extreme hardship cases, and after consultation with the HEA President,
6 a teacher may agree to take a fourth student over class size, and the
7 teacher will receive \$25.00 per day for the four extra students for each day
8 that an overload for of four students exists.
- 9 v. Prior to October 1, the building principal will consult with teachers
10 anticipated to have counts two or three students over the class size limits
11 regarding the option of paraprofessional support. If four or more teachers
12 of those teachers (in increments of four teachers) would prefer to have one
13 hour each of paraprofessional support in lieu of financial mitigation, that
14 option shall be provided by the District. The district reserves the right to
15 assign paraeducator time when and where necessary, provided that if
16 more teachers are overloaded than paraeducator time is to be assigned,
17 the most senior teachers may choose first whether to receive paraeducator
18 time or financial mitigation.
- 19 1. Additional paraeducator time will not be assigned after the initial
20 allocation based on the October 1 count each year; however,
21 paraeducator hours may be reduced if student losses eliminate
22 class size overloads.
- 23 2. If paraeducator time is assigned but the paraeducator is absent for
24 more than 10 consecutive school days without a substitute, the
25 teacher will be paid financial mitigation as above for the duration of
26 the absence.
- 27 B. Secondary (Middle and High School) Level: Class size for secondary schools with
28 a six period schedule will be 29:1 ratio (145 student load) with individual class
29 limitations at 32 students. PE will be 33:1 ratio (165 student load) with individual
30 class limitations at 36. Classes in schools with less than a six period schedule will
31 be at a 33:1 ratio (not to exceed 132 student load) with individual class limitations
32 at 35. PE will be 38:1 (not to exceed 152 student load) with individual class caps
33 at 40. Beginning on October 1 of each year the district will mitigate class size
34 overload using the following:
- 35 i. Principals will work to meet the above class size limits. All options aimed at
36 reducing individual class overages will be exhausted before allowing an
37 exception to class size.
- 38 ii. Exceptions to individual class size will be mitigated by payment to
39 adversely effected teachers of \$2 per student over class limit (32, or 36 for
40 PE) per day.

- 1 iii. Exceptions to student load limits will be mitigated by payment to adversely
2 effected teachers of \$10 per student per day over the student load limit.
3 Note: If a teacher has three periods with classes one student over the
4 class size limit and exceeds the student load limit by one student the
5 teacher receives \$14 per day (\$2 for two of the students and \$10 for the
6 third student).
- 7 iv. Schools opting for an alternative schedule (block) will use the student load
8 cap formula for mitigation.

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

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

24
25 Advisory students shall be weighted at .25 FTE per Advisory period of 70 minutes per
26 week. Student count may go over 145* up to 151 without mitigation, if the additional
27 students above 145 are only due to Advisory.

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

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

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

- 40 A. Teacher attendance for meals and meal programs will be rotated.
- 41 B. Teacher responsibility for activities before 9:00 am and after 4:00 pm will be
42 rotated where appropriate. Teachers shall have at least 90 minutes of duty free
43 time between 4 pm and 9 pm.
- 44 C. Teachers will have at least 30 consecutive minutes of time available for planning

1 lessons during the instructional day (between the hours of 9 am and 4 pm).

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

7 E. Teachers who wish to return home for a single overnight stay may submit a
8 request to the site administrator within a reasonable timeframe (on or before the
9 first day of camp). Such a request will receive serious consideration and will be
10 approved unless, in the opinion of the site administrator, the safety and well-being
11 of the students and program needs will be compromised. Emergencies may
12 override regular requests for overnight leave. In addition, if a teacher leaves for
13 a night, the expectation is to return at 7:30 am the following day.

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

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

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

23 **Section 4.22. Secondary Assessment Coordination:** Each secondary school campus
24 will identify an assessment coordination team. Counselors will serve as members of the
25 building assessment coordination team. Building assessment coordination teams will
26 identify a lead coordinator. Additional district-wide funding support will be \$60,000.
27 Building principals shall oversee the expenditure of the funds.

28 **4.23. Dual Language Program:**

29 A. School-wide Implementation:

30
31 i. For schools offering Dual Language models, school leadership will ensure
32 that responsibilities related to the school-wide implementation of the
33 program shall not be the responsibility of the classroom teacher.

34
35 ii. Teachers in the Dual Language Program will be provided specific District-
36 designated training in dual language instruction and provided the
37 instructional materials necessary to implement the program.

38
39 iii. Teachers in Dual Language program will not be expected to assume the
40 role of interpreters for other conferences or communication in the school.
41 The District will continue to provide interpreters as needed.
42

1 B. Stipends. A stipend of \$1,000 will be paid to Dual Language program teachers
2 (English and partner language) to cover extra duties specifically related to the
3 program, including:

4
5 i. Report Cards

6
7 1. Collaboration on items crossing both classrooms.

8
9 2. Literacy grades required in both languages, which create an
10 additional demand on teachers data entry into the report card.

11
12 ii. Planning time (ongoing)

13
14 1. Collaborating to adjust established schedules across the multiple
15 classrooms based on irregularities throughout the school year.

16
17 2. Coordinating instructional planning that crosses both languages.

18
19 3. Collaborating on Dual Language specific features.

20
21 iii. Planning time (August)

22
23 1. Collaborating to establish a schedule across the multiple
24 classrooms to support language learning through the dual
25 language model.

26
27 2. Coordinating on unit and semester level planning for instruction
28 across two languages, as well as coordinating classroom
29 management procedures.

30
31 C. Joint Dual Language Leadership Team: Highline Education Association (HEA)
32 and Highline School District (HSD) shall establish an ongoing Joint Dual
33 Language Leadership Team to support effective implementation of dual language
34 programs. The Leadership Team will make recommendations to the HSD Board of
35 Directors and/or Joint Bargaining Teams, as appropriate for issues outside their
36 area of legal control. The Team shall meet as needed, but no less frequently than
37 quarterly.

38
39 The team shall be comprised of staff members chosen from buildings with Dual
40 Language programs. The District administrator responsible for the dual language
41 program or designee shall serve as chair of the team and shall nominate up to two
42 additional administrators to the Superintendent to serve on the team. HEA shall
43 identify team members from all Dual Language schools who will be appointed by
44 the HEA President to serve on the team. Total team membership shall not
45 exceed fifteen (15).

46
47 Tasks:
48

- i. On a regularly recurring basis, the Leadership Team shall audit available dual language curriculum and materials and identify unmet needs.
- ii. During the 2018-19 school year, the Leadership Team shall review elementary dual language parent conferencing models, including the impact of such models on teacher workload, and make recommendations for options and resources for implementing such options.
- iii. On an ongoing basis, the Leadership Team shall provide ongoing vision and guidance on effective implementation, including an ongoing review of the following issues:
 1. Workload differences from non-dual language programs, including reporting progress and engagement with families, and compensation or accommodations that recognize such differences;
 2. Training and professional development in effective dual language instruction;
 3. Staffing;
 4. Materials and resources;
 5. Professional development support for teaming;
 6. Staff and/or time for translation of materials;
 7. Assessment

D. The Highline Assessment Team shall be tasked with reviewing impacts of assessments on instructional time and suggesting effective models and resources for assessment of dual language students.

E. Dual Language Institute:

- i. The two-day Dual Language Institute will be required for teachers entering the Dual Language program for the first time. These teachers will be paid at the per diem rate consistent with Section 12.1.
- ii. The Dual Language Institute is optional for all other Dual Language teachers, who will be paid at the Extra Duty rate, consistent with Section D.2.K.

F. Displacements and Transfers:

- i. Displacements: Continued expansion of the Dual Language Program may displace teachers. In addition to the displacement process outlined in Section 8.9.B, the District will work with these teachers to obtain information on preferred locations for new placements and prioritize placing these teachers at one of their requested sites.

- 1 ii. Transfers: The District will not involuntarily place a teacher into the dual
2 language program, either through the displacement process or in-building
3 assignment changes, and will facilitate transfers for teachers requesting
4 reassignment to a non-Dual Language School, provided a request for
5 transfer is made prior to March 1 and there are vacancies available. The
6 District will attempt to place these teachers at one of their requested sites;
7 the more options these teachers provide, the higher the chance these
8 preferences will be accommodated.
9

10 G. Secondary Preps: The teaching of the same course content in two different
11 languages shall count as two different preps under Section 4.6
12

13 H. Conferences: Elementary dual language teachers shall not be expected to
14 conference with more families than one class of students.
15

16 I. Student Support Meetings: Elementary dual language partner teachers shall not
17 be expected to both attend student support meetings (such as MTSS, MDT, and
18 IEP meetings) for students they share; rather, the partner teachers will be allowed
19 the professional judgement to decide which of them is the most appropriate
20 teacher representative for a particular meeting. Additionally, dual language
21 teachers will not be expected to translate for these meetings.
22

23 **Section 4.24. Washington Kindergarten Inventory of Developing Skills (WaKIDS):**
24

25 A. Family Connections: The Family Connections conference process is intended to
26 welcome families into the Washington K-12 system as partners in their child's
27 education,
28

29 i. The first three days of Kindergarten in each school year will be non-
30 student days for general education kindergarten classrooms in order to
31 supply existing work time for Family Connections.
32

33 ii. Teachers who have kindergarten students in multi-age special education
34 classrooms will choose from the following options in order to meet the
35 WaKIDS Family Connections requirements prior to the end of September:
36

37 1. Complete Family Connections (FC) conferences before or after
38 school, with extra service compensation of thirty (30) minutes per
39 conference at the teacher's per diem rate;
40

41 2. Use PCT to complete the Family Connections conferences,
42 scheduling to be determined in consultation with the building
43 principal.
44

45 iii. Family Connections conferences for teachers of kindergarten students
46 may be scheduled in conjunction with other fall meetings (e.g. transitional
47 meetings). In addition, these teachers may select different options for
48 different students.
49

50 B. TS GOLD Whole-Child Assessment: Teachers are expected to assess and enter
51 fall TS GOLD data for all students in six developmental areas as required by the

1 State. PE teachers will continue to collect data on PE-related objectives in the
2 fall. PE data will be submitted directly to the building principal to be entered by
3 the classroom teacher.

4
5 C. Compensation for data entry/analysis: Teachers of kindergarten students may
6 receive one day of release time or a \$200 stipend for implementing WaKIDS.
7 The stipend or release time will be allocated with the following parameters:

8
9 i. Teachers of kindergarten students who have not implemented WaKIDS
10 will attend an approved data entry/analysis session in the fall as required
11 by the State of Washington.

12
13 ii. The data entry/analysis session is optional for teachers of kindergarten
14 students who have previously implemented WaKIDS.

15
16 D. Joint HEA-HSD Kindergarten Assessment Work Group: HEA and HSD shall
17 maintain a joint working group to continue monitoring the implementation of TS
18 GOLD and Kindergarten assessment in general. No less than fifty percent of the
19 members of the work group will be HEA members appointed by the HEA
20 President. This group will meet at least once during each school year.

21
22 E. Workload Reduction: The fall TS GOLD Development and Learning report will be
23 used in lieu of the November Kindergarten report card, but would not replace
24 mandatory IEP reporting. The District agrees to reduce additional assessments
25 during the TS GOLD assessment window.

26
27 **Section 4.25. Elementary PE/Music Specialists:** The following guidelines will be used
28 to staff music (or art) and PE specialists in elementary schools.

29
30 A. The number of elementary grade classes (including IAC, ILC, EBC and DHH
31 classes) will determine the overall FTE for Music and PE based on the chart
32 below.

33

FTE	Sections (maximum number of classes)	TEACHING Minutes
1.0	15 (14.5)	1350
.9	13.5	1215
.8	12	1080
.7	10.5	945
.6	9	810
.5	7.5	675
.4	6	540
.3	4.5	405
.2	3	270
.1	1.5	135

34
35 B. A 1.0 FTE lead teacher works with up to 15 classes. Full-time itinerants are

1 assumed to teach 14 classes, allowing for travel time.

2
3 C. Itinerants traveling during the school day are eligible for mileage reimbursement.

4
5 D. Whenever possible itinerants will be scheduled at schools with the same start/end
6 time. In any event, the length of the workday for the specialist shall be no longer
7 than other certificated employees in the bargaining unit.

8
9 E. For schools with arts specialists in two different disciplines (e.g. visual art and
10 music), the specialist shall teach half of the students for one semester and the
11 other half of the students for the other semester. Grades will be reported in March
12 for the first semester group and in June for the second semester group. The
13 number of sections taught at any one time shall be consistent with the chart
14 above. Notice shall be given to both HEA and the District HR department prior to
15 any school implementing arts specialists in two different disciplines.

16
17 F. Elementary PE, music and art Specialists will receive class size mitigation
18 consistent with the provisions of Section 4.19, applied based on the number of
19 sections/classes they teach that exceed the class size limits outlined in Section
20 4.16.

21
22 i. If 5-9 of the sections exceed the allowable class size limits, the teacher
23 receives \$10 per day.

24
25 ii. If 10-14 of the sections exceed the allowable class size limits, the teacher
26 receives \$15 per day.

27
28 iii. If all 15 of the sections exceed the allowable class size limits, the teacher
29 receives \$20 per day.

30
31 iv. The preceding ranges will be pro-rated for teachers who are on a partial
32 FTE contract.

ARTICLE 5
JUST CAUSE AND DUE PROCESS

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.

**ARTICLE 6
EMPLOYEE PROTECTION**

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.

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.

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.

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.

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.

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

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

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

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

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

Section 7.3. Written Grievance Procedures (Staff Members):

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

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

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

iii. If the grievance involves more than one school building, it may be filed with the Superintendent or designee. A grievance not filed within fifteen (15) working days of the occurrence upon which the grievance is based or 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.
42

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.

11 **Section 7.10 Conflict Resolution:** Recognizing that not all conflicts within worksites
12 constitute a contract violation/grievance, the District and Association share a
13 commitment to building healthy work environments through positive conflict resolution
14 protocols which resolve concerns at the level closest to the origin. HEA members, HEA
15 leadership, and District leadership will utilize a progressive approach to problem-solving.
16 Annually by October 1, the District and Association will publish an agreed upon Conflict
17 Resolution Flowchart to be followed when solving problems between staff members
18 and/or between staff and administration. The flowchart will include reference to the
19 grievance process outlined in this Article as well as steps to follow in order to address
20 interpersonal and/or leadership conflicts.

**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 is
26 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 provisions of WAC 181-82-105 through WAC 181-82-135
31 and any implementing instructions issued by the Washington State Professional
32 Education Standards Board or the Office of the Superintendent of Public
33 Instruction. Employees shall be notified of their specific assignments for the
34 following school year as early as practicable.

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

42 **Section 8.4. Announcement of Vacant Position(s) Available for Assignment:**
43 Vacant positions (or anticipated vacant positions) will be announced on the District's
44 website. When a position becomes available, the posting will be done simultaneously to
45 the building/program. Position announcements will include:

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

23 **Section 8.5. Announcement of Extra Duty Position(s) Available for Assignment:**
24 In-Building Extra Duty Positions: All available in-building extra duty positions will be
25 posted in-building for five work days. In the event available in-building extra duty
26 positions are not filled by in-building staff the building administrator may elect to cancel
27 the position or post the position on the District website for district employees. Candidates
28 will be considered based on the job description/selection criteria indicated in the
29 notification.

30 A. In-District Extra Duty Positions: All openings for cheer advisor, summer school
31 (regular and extended school year), and or other in-district extra-duty positions
32 shall be posted in the same manner as regular position vacancy announcements.
33 Applicants for such positions shall be notified of the actions taken regarding their
34 applications.

35 B. Positions held by persons not under contract shall be subject to yearly posting.

36 **Section 8.6. Job Sharing:** Job shares shall be considered from certificated employees
37 who have indicated to the District, in writing, their desire to share an assignment for the
38 school year. HSD will determine the number of job-sharing positions. HSD will approve a
39 request to create a job-sharing position in a position currently held by one employee, or
40 vice versa, if the arrangement has the support of the building administrator.

41 A. Job share is limited to two employees sharing one full-time (1.0 FTE) position.

1 B. Responsibilities of an assignment will be divided and/or allocated according to a
2 plan designed by the certificated employees with the approval of the building
3 administrator.

4 C. In the event that a long-term replacement is required for one of the employees in
5 a job-share position, due to illness or injury, the District will offer the other
6 certificated employee that portion of the position, prior to hiring a long-term
7 substitute.

8 D. Employees in a job share assignment may, with the approval of their supervisor,
9 arrange their responsibilities to accommodate a job-share partner's absence. Job
10 share partners may also substitute for one another at the substitute rate of pay.

11 E. Job share employees wishing to continue their shared assignment for the
12 following school year must have a job share partner no later than May 1st. In the
13 event that a job share partner is not determined by May 1st, the existing job
14 share employee must decide to:

- 15 i. apply to work in the assignment full time,
16 ii. take leave from his/her current contract, if eligible,
17 iii. accept reassignment, or
18 iv. resign.

19 In the event that one job share partner resigns and is released from contract prior
20 to the start of school, the remaining job share partner and the building principal
21 will have at least ten (10) working days to find a job share partner before the
22 remaining job share employee must choose one of the four (4) options above.

23 **Section 8.7. Transfer of Assignments:** Transfer of assignment is the movement of an
24 employee (voluntarily or involuntarily) from an assignment at one district site
25 (established by "location code") to a vacant position at another site (a different location
26 code) within the District. When filling vacancies by transfer (voluntarily or involuntarily),
27 the District will consider federal and state highly qualified teacher requirements, program
28 needs, experience, academic preparation, and seniority. Staff members who are
29 currently employed by the District will be given first consideration for full-time or part-time
30 positions for which they qualify by training or experience and may be considered for
31 extra duty contracts. Principals/Supervisors will assist less than full-time employees who
32 desire to increase to or towards full-time employment.

33
34 **Section 8.8. Voluntary Transfer:** An employee interested in a transfer of
35 assignment will submit a written request to the Human Resources Department as early
36 as practicable, but no later than June 30, stating as specifically as possible the desired
37 transfer, including preferred subject(s), building(s), and grade level(s). Requests for
38 transfer will be kept on file for consideration until the beginning of the next school year.
39 Employees are encouraged to submit cover letters and up-dated resumes, but no
40 employee shall be required to provide these documents or update applications in order
41 to apply for a transfer.

- 1 A. Prior to the beginning of each school year, vacancies determined by the
2 Employer to exist for the ensuing school year may be filled by transfer of qualified
3 in-district employees or out-of-district applicants. Hiring officials *must consider all*
4 *in-district requests for transfer* and will select the most qualified person based on
5 program needs, experience, academic preparation, affirmative action and
6 seniority, as provided above, for the assignment; if more than one applicant is
7 judged by the District to be equally qualified and best suited for the position, the
8 applicant with the greater seniority shall be appointed to the position. In the
9 event an applicant is selected over a senior employee, the senior employee may
10 request that the reason(s) for the bypass be put in writing.
- 11 B. All teaching vacancies that occur after October 1st and prior to June 15th (or the
12 end of the school year whichever is the latest date) will be posted as early
13 as possible, but no less than 5 work days prior to declaration by the district
14 that the position has been assigned to a specific person. During the school year,
15 employees requesting transfer will, as practicable, receive first consideration for
16 vacancies before new employees are hired.
- 17 C. The District will provide the HEA with a list of individuals requesting transfers,
18 individuals returning from leave, surplus individuals as of April 15th and periodic
19 updates on the status of these employees. The District will also provide a list of
20 current vacancies.
- 21 D. Employees requesting transfer will be notified, in writing, of the disposition of
22 their requests. An employee may elect to meet with a Human Resources
23 Department representative regarding transfer requests.
- 24 E. An employee who receives a voluntary transfer shall not be eligible for another
25 voluntary transfer for the balance of the school year plus one additional year.
- 26 F. After ten (10) consecutive years in a building, a staff member shall receive two
27 (2) days pay at per diem as an incentive when transferred.

28 **Section 8.9. Involuntary Transfer/Displacement:**

- 29 A. Administrative Transfer: When, in the judgment of the District, the best interests
30 of the educational program will be served by a transfer of an employee, the
31 transfer will be made after a conference between a Human Resources
32 Department representative and the employee involved. Employees
33 administratively transferred can not be administratively transferred again for two
34 years except by mutual agreement between the district and the affected
35 employee.
- 36 B. Building or Program Excess: Positions, a position or a part of a position may be
37 declared excess by the District when the positions, position or part of a position is
38 no longer needed due to economic reasons, levy failure, loss of state or federal
39 funds, declining enrollment in a building and/or program or insufficient course
40 enrollment or a combination of these factors.
- 41
- 42 i. When building or program staff allocations are reduced and attrition will
43 not alleviate the situation, the total building or program staff shall be
44 surveyed to determine if there are any volunteers for transfer.
- 45 ii. If displacements result from "position excess" due to a drop of program
46 funds or enrollment, the employee(s) selected for such transfer shall be

1 the employee(s) with the least seniority, who have the specific
2 endorsement adversely affected by the reduction in staff allocations can
3 be transferred and maintain all essential elements of the school's total
4 educational program (for example, the most junior teacher at an
5 elementary school may be a teacher who has an ELL and K-8
6 endorsement; if the reduction is in regular education and there are no
7 other teachers in the school who have the ELL endorsement the next
8 junior teacher with a K-8 endorsement would be selected for involuntary
9 transfer).

10
11 iii. In the event two or more employees have the same seniority ranking,
12 their rankings will be determined by experience at their current site. In
13 the event two or more employees have the same seniority ranking after
14 applying site experience, all employees so affected will be ranked in
15 accordance with the total number of education credits earned after the BA
16 Degree as documented in their personnel files.

17
18 iv. The immediate supervisor shall notify in writing a staff member whose
19 position was declared excess as soon as such is determined.

20
21 C. In the event a school is closed, employees to be reassigned shall have an
22 opportunity to list preferences, in writing, and shall be given preference in
23 consideration for reassignment in accordance with the best interests of the
24 educational program, as determined by the District. An employee may elect to
25 meet with a Human Resources Department representative regarding
26 reassignment priorities.

27 D. Every effort will be made to assure that no employee will be involuntarily
28 transferred more often than once during any two consecutive-year period, even if
29 that employee is the least senior.

30 E. The Employer may provide the involuntarily transferred employee the opportunity
31 to visit schools where vacancies exist.

32 F. In making the initial placement and for two (2) years thereafter, employees
33 involuntarily transferred shall have preference over employees seeking voluntary
34 transfer and reassignment.

35 **Section 8.10. Lack of In-Building Assignment to Extra Duty Contract Position:**

36 Should an extra-duty contract position not be filled by building staff (Section 8.2,
37 paragraphs A, B or C), and after district-wide posting an in-district employee is selected,
38 the selected in-district employee may voluntarily transfer from their assignment to the
39 new building to fill the vacant extra-duty position. This voluntary transfer may trigger an
40 involuntary transfer of an excess employee from the building. Building staff members will
41 be considered for involuntary transfer pursuant to the following guidelines:

42 A. Employees who, during their first year at the building held one or more
43 contracted extra-duty positions and currently are not contracted to any extra-duty
44 positions nor are expected to be awarded such a contract shall be considered
45 first for involuntary transfer.

46 B. Employees who, during their first year at the building did not hold an extra-duty
47 contract but subsequent to their first year at the building were contracted for

1 extra-duty positions and currently are not expected to be awarded such a
2 contract, shall be considered second for involuntary transfer.

3 C. Employees, who, during their tenure at the building have never held an
4 extra-duty contract nor are expected to be awarded such a contract, shall be
5 considered third for involuntary transfer.

6 D. Employees who have two or fewer years in the building and were appointed to
7 the building following a surplus of their prior position or because they were
8 displaced from a prior building pursuant to Section 8.9.B. shall not be transferred.
9

10 E. The least senior staff member within a given category (A, B or C above) whose
11 instructional subject area is similar to the individual awarded the extra-duty
12 contract shall be selected by the District for involuntary transfer unless it is
13 determined by the District that a school's program or a particular departmental
14 position cannot be adequately filled by any senior staff member within the
15 category.

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

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

22 B. HEA President shall have the option to return to original assignment if desired.

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**ARTICLE 9
LAYOFF AND RECALL**

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

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

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

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

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

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

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

A. The District will provide to the Association and post in each school building by March 1 of each year a seniority list of all contracted employees within the bargaining unit excepting temporary contract employees. The list shall be from highest to lowest seniority and will list all endorsements.

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

7 **Section 9.6. Tie Breakers:**

- 8 A. Seniority with the District: In the event two or more employees have the same
9 seniority ranking (as defined in Section 9.5), all employees so affected will be
10 ranked in accordance with the total seniority as contracted employees with the
11 District.
12
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
19 C. Determination by Lot: In the event two or more employees have the same
20 seniority ranking after the application of 9.6.A and 9.6.B, all employees so
21 affected shall be entered in a drawing by lot to determine position on the seniority
22 list. The Association and all employees so affected shall be notified in writing of
23 the date, place, and time of the drawing. The drawing shall be conducted openly
24 and at a time and place that will allow affected employees and the Association to
25 be in attendance.
26

27 **Section 9.7. Definitions:**

- 28 A. College Preparation: All candidates shall have completed a state approved
29 college/university preparation program in the professional field for which
30 certification is to be issued. Candidates shall hold appropriate degrees, licenses,
31 and additional course work as prescribed by state and federal requirements. Out-
32 of-state candidates will be required to submit all required documentation to the
33 Office of the State Superintendent of Public Instruction (OSPI) to obtain valid
34 Washington State certification as appropriate for assignments and levels they
35 wish to instruct.
36
37 B. Classroom Assignments: In addition to holding teaching permits or certificates as
38 required by RCW 28A.410.025, all teaching assignments shall be in accordance
39 with WAC 181-82-105. Exceptions to this assignment policy will be granted as
40 outlined in WAC181-82-110.

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

- 43 A. The Association President and President Elect shall be exempt from non-
44 renewal.
45
46 B. Retention of staff will be made by employment contract rights, seniority among
47 employees who have the required college preparation, certification and
48 endorsement(s). The Association will be provided verification of program staffing

1 by the District through the Executive Director for Human Resources.
2

3 C. Employees who have 1.0 FTE contracts and are assigned to full-time teaching
4 positions shall be first assigned to all full-time teaching positions consistent with
5 their individual seniority, college preparation, and endorsement(s). All employees
6 who have 1.0 FTE contracts and are assigned to full time teaching positions shall
7 not be obligated to accept any part-time teaching position, but they may be
8 offered such a position in lieu of layoff and they may choose to accept such a
9 position on a voluntary basis. In the event an employee with a 1.0 FTE contract
10 accepts a part time position the employee will resign that portion of their
11 employment contract necessary to ensure that their employment contract FTE is
12 equal to the part time position FTE.
13

14 D. Employees who have less than 1.0 FTE contracts and are currently assigned in
15 part-time teaching positions shall be assigned only to part-time teaching positions
16 based on their individual seniority, college preparation, and endorsement(s).
17 Employees who have less than 1.0 FTE contracts shall not be assigned to any
18 part-time teaching position unless such a position is equal to or less than their
19 employment contract FTE and has been declined by all employees (employees
20 with 1.0 FTE contracts or employees with less than 1.0 contracts equal to or
21 greater than the position FTE) with greater seniority where college preparation
22 and endorsement(s).
23

24 E. The Employer will take official action related to nonrenewal of employment
25 contracts in accordance with state laws and regulations.
26

27 **Section 9.9. Recall Procedure:** All employees employed under the jurisdiction of this
28 Agreement for whom a position is not available shall be placed in the employment pool
29 and shall be eligible for employment in any vacancy covered by this Agreement which
30 thereafter occurs for which the employee is qualified using the same criteria for
31 qualification as is used in this provision for determining the employees who will be
32 retained.
33

34 A. All certificated employees will be retained in the employment pool until they are
35 re-employed on a continuing contract or until May 15 of the school year following
36 the year in which they receive notice of probable cause.

37 B. Individuals not employed before the beginning of the next school term shall, upon
38 application, be placed on the substitute teacher roster.

39 C. Individuals in the employment pool shall be responsible for notifying the
40 personnel office of a telephone number and mailing address through which they
41 can be reached.

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

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

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

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

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

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

- A. One (1) thirty (30) minute observation during the school year with a written summary.
- B. Two (2) observations during the school year totaling sixty (60) minutes. A final annual written evaluation, based on the criteria in Appendix A, summarizing both observations is to be given to the employee after the second observation.

Section 10.3. Observations:

- A. All staff members newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment.
- B. For the purpose of the regular evaluation procedure (long form), each staff member shall be observed at least twice each school year. One such observation shall occur prior to January 1 and another following January 1. Total observation time for each staff member for each school year shall not be less than sixty (60) minutes and one (1) of the observations shall be at least twenty (20) continuous minutes. A series of brief observations conducted within a period of ten (10) working days may be a single observation.
- C. In addition to the observations required under Section 10.3, Paragraphs A and B above, supervisors may make additional observations at any time during the school year, following the procedures outlined in paragraph E below, with the exception that a post-observation conference is optional.
- D. Observations for a short form evaluation shall be in accordance with Section 10.2, paragraph B above.
- E. The supervisor or other designated evaluator shall promptly document in writing each observation and shall provide the staff member with a copy thereof within three (3) working days of such documentation having been prepared, but no later than five (5) working days after the observation. If areas of deficiency are noted, suggestions for improvement shall be included in the written report. A post-observation conference shall be held within ten (10) working days after the required observations. The staff member shall sign and date the observation report to indicate that he/she has seen the report. The staff member's signature on the observation report does not necessarily imply agreement with the contents 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
- 3 B. up to \$500 in professional development courses or materials,
- 4
- 5 C. up to three days of release time to observe or be observed by colleagues.
- 6
- 7 D. Additional supports may be discussed and added by mutual agreement of the
- 8 staff member and evaluator.
- 9

10 No documentation related to the plan of support shall be placed in the staff member's
11 personnel file.

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

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

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

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

- 28 A. Specific areas of performance deficiencies related to the evaluative criteria;
- 29
- 30 B. A suggested specific and reasonable program for improvement;
- 31
- 32 C. A statement indicating the duration of the probationary period and that the
- 33 purpose of the probationary period is to give the staff member the opportunity to
- 34 demonstrate improvement in his/her area or areas of deficiency.
- 35
- 36 D. Upon request from the staff member and/or principal, the Superintendent or
- 37 Designee shall consider an extension of the probationary period. Days may be
- 38 added to the probationary status if deemed necessary to complete a program for
- 39 improvement and evaluate the probationer's performance, as long as the
- 40 probationary period is concluded before May 1st of the same year.
- 41

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

1 include:

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

14 **Section 10.9. Evaluation During the Probationary Period – Non-Provisional**

15 **Employees:** At or about the time of the delivery of the probationary letter, the principal
16 or other supervisor shall hold a personal conference with the probationary staff member
17 to discuss the performance deficiencies and the remedial measures to be taken.

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

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

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

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

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

12 implement such determination.

13

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

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

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

17 employee in making satisfactory progress toward remediating deficiencies.

18

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

20 employee has not made significant progress toward remediating deficiencies despite

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

22 designee no later than April 1st.

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

24 RCW 28A.405.220.

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

26 evaluations are limited to the following:

- 27 A. A staff member may grieve an evaluation if an immediate supervisor fails to
- 28 utilize the appropriate evaluative criteria identified in Appendix A.
- 29 B. In addition, a staff member may grieve an evaluation if an immediate supervisor
- 30 fails to adhere to the evaluative timeline requirements.
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ARTICLE 11
CONTRACTUAL WORK YEAR

Section 11.1. Regular Contractual Work Year: The regular contractual work year for staff members will be one hundred eighty-three (183) days consisting of 180 student instructional days and three (3) District Initiative Days (professional learning days). Should the legislature change the number of required student days or the number of funded professional learning days, HSD and HEA will negotiate the impact of that change.

Section 11.2. District Initiative Days (DID): Within the regular contract year in Section 11.1 above, staff will work three District Initiative Days (DID).

- 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.
- B. Staff may use leaves as described in Article 14 on these supplemental work days.
- 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.
- D. Staff will be compensated for these days by the basic contract salary in Section 12.1 herein.
- 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.

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. Staff will also work ½ day of individually directed time within the ten work days prior to the first day of school. Depending upon the building administrator's preference, this individually directed time may be scheduled for the same day as the ½ day orientation or served on a date at the individual's discretion.

- A. Staff may use leaves as described in Article 14 on this supplemental work day.
- B. Staff will be compensated for this day by the Professional Learning/Enrichment contract in Section 12.12 herein.
- 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.

1 **Section 11.4. Collaboration Day:** In addition to the work year in Section 11.1 above,
2 staff shall work one additional day of teacher/ESA-directed collaborative time as
3 scheduled on the work year calendar in October. This collaborative work time by small
4 teacher/specialist teams is in service of building priorities.

5
6 A. Staff may use leaves as described in Article 14 on this supplemental work day.

7
8 B. Staff will be compensated for this day by the Professional Learning/Enrichment
9 contract in Section 12.12 herein.

10
11 C. Part-time staff will work a pro-rated portion of this day as scheduled with their
12 administrative supervisor, unless offered additional time at the hourly rate in
13 Appendix D to attend full days.

14
15 **Section 11.5. Calendar for Emergency Closure.** A student day lost due to
16 emergency closure of a building or the district will be made up by staff members on the
17 Tuesday after Memorial Day. Additional lost school days will be made up at the end of
18 the school year.

19 **Section 11.6. Calendar for Holidays:** The following holidays shall be observed by the
20 District for the term of this Agreement:

21 A. Labor Day

F. New Year's Day

22 B. Veterans' Day

G. Martin Luther King's Day

23 C. Thanksgiving Day

H. Presidents' Day

24 D. Friday following Thanksgiving

I. Memorial Day

25 E. December 25

J. Fourth of July

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. The base salary schedule shall be increased for the 2019-20 school year by the state's funded inflationary adjustment index for school district revenue formulas (currently the implicit price deflator). Base salaries reflect compensation for on-site work time and duties as well as professional responsibilities that may or may not take place on-site such as:

- A. Basic contract expectations such as preparing the classroom or workspace for quality instruction or support of instruction, planning of instruction and curriculum, assessing and evaluating student work, preparing summative progress and grade reports for timely distribution, participating in a reasonable and equitable number of MDT, SST, IEP and/or Section 504 meetings, and communicating with families and students.
- B. Participation in activities involved in the evaluation of professional performance;
- C. Participation in reasonable compliance training (i.e. flexible digital forms of asynchronous training that employees may access at their own chosen times and places).

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 compensation 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.

- 1 D. All staff members shall receive credit on the salary schedule for recognized
2 teaching experience performed under a valid certificated teaching credential,
3 including substitute teaching. The person's training and experience is subject to
4 verification by the Human Resources Department
5
- 6 E. Experience credit will be provided on a one (1) full year basis. A minimum of five
7 tenths (.5) years experience will qualify a staff member for one (1) full year credit.
8 All verifiable substitute teaching time is recognized for experience credit purposes.
- 9 F. Experience will be calculated cumulatively. Experience in the military, Peace Corps
10 or Vista which interrupted professional employment will be recognized by the
11 District for placement on the salary schedule. Sick leave accumulations are
12 transferable from other districts as provided by state statute.
- 13 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

14
15 **Section 12.4. Certificate Renewal:** Each individual staff member shall be responsible for
16 seeing that his/her certificate(s) are current and renewed when due and that outside District
17 teaching experience, military service time and cumulative sick leave are properly
18 documented and submitted to the Human Resources Department.

19 **Section 12.5. Payroll:**

- 20 A. All staff members shall be paid one-twelfth (1/12) of their annual salary on or before
21 the last district business day of each month beginning with the month following
22 initial employment; provided, such employment commenced by the fifteenth of the
23 month. Should a staff member's contract be terminated, the staff member will
24 receive a total salary which bears the same ratio to the contractual year salary
25 provided, as the number of days of service performed by the staff member bears to
26 the total number of contractual days in the school year unless a further reduction is
27 imposed pursuant to the law for disciplinary reasons.
- 28 B. All extra duty/extra curricular contracts shall be compensated on a prorated monthly

1 basis during the time service is rendered. Staff members awarded extra-duty
2 contracts shall be compensated according to the appropriate schedule set forth in
3 Appendix D - Additional Pay for Additional Time and/or Responsibilities, and
4 Extra-Curricular). Substitutes and employees paid at an hourly rate shall be paid
5 monthly for those hours worked in the payroll cycle. The payroll cycle shall be from
6 the eleventh (11th) of one month to the tenth (10th) of the next month. Paychecks
7 shall be issued as provided in E above.

8 C. Payroll deductions are available to assist staff members to pay premiums for plans
9 which may from time to time be approved by the Board and/or which are required
10 by state statute.

11 D. On designated pay days during the school year, staff members will be paid
12 through direct deposit to an account(s) of their choosing and paystubs will be
13 made available through a secure online payroll system.

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

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

20 i. In addition, the District will pool that portion of the monthly employer
21 contribution not utilized by employees in accordance with RCW
22 28A.400.280. On a monthly basis commencing no later than with the
23 October warrant, the District's insurance contribution for full-time staff
24 members shall be increased to the level designed to expend, on behalf of
25 full-time staff members having payroll deductions for medical insurance, the
26 pooled and unused money; and provided such revised rate shall be
27 effective only through August 31. Unused funds shall revert to the
28 employee optional benefits pool to be distributed to qualifying employees in
29 equal installments as required by RCW 28A.400.280. Participation in the
30 dental, vision and long-term disability programs is required of all full-time
31 employees. The dental, vision and long-term disability premiums will be
32 deducted first from the money available for insurance premiums.

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

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

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

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

C. Less Than Half Time Employees:

- i. Staff members who are less than half time shall also be eligible for District insurance contributions. Such staff members may utilize more than one (1) of the approved group insurance plans to take advantage of the maximum dollar amount of allowance. Participation in the dental, vision and long-term disability programs is not required of these employees. Such contribution shall be equal to the product of multiplying the employee's full-time equivalency times the difference between the maximum amount available to full-time employees and the cost of the dental, vision and long term disability premiums required of a full-time employee.
- ii. When an employee's premiums for approved insurance plans are less than the amount, for which the employee is eligible, the actual cost of the premiums will be paid.
- iii. The District will make available to employees, at their option, an Internal Revenue Service Code Section 125 Flexible Benefits Plan. The plan will be established, administered and communicated to employees without cost to the employees.

Section 12.7. Insurance Plans: Until employees are transitioned to insurance provided by the School Employees Benefits Board (SEBB) in January 2020, approval of group insurance plans by the Board of Directors for staff members' participation in the payment of premiums will be considered on the basis of: submittal and recommendation for approval by the Association; an adequate number of people indicating interest in such a plan; the number of similar insurance plans already approved; and availability of any plan to all employees of the school district. Open enrollment windows and effective coverage dates will be consistent with the rules governing the adopted plans.

A. The basic required benefit plans shall consist of the following group plans:

- i. Medical Plans – WEA Select plans with Aetna and United Healthcare; and Kaiser Permanente
- ii. Dental Plans - United Concordia Dental, Willamette Dental
- iii. Vision Plan – Northwest Benefit Network
- iv. Long Term Disability - Cigna Group LTD (ninety [90] calendar day qualifying period).

B. The following optional accident, salary, life insurance and annuity plans are available for eligible employees:

- i. Accident Plan - American International Group (AIG)
- ii. Salary Plans - Salary Insurance (WEA), Reassure America
- iii. Additions may be made during the contract year as approved by the Board.

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

A. Domestic partners are defined as:

- i. Sharing the same regular and permanent residence,
- ii. Having a close personal relationship, and
- iii. Being jointly responsible for 'basic living expenses,' and
- iv. Not being married to anyone, and
- v. Being eighteen (18) years of age or older, and
- vi. Not related by blood closer than would bar marriage in the State of Washington, and
- vii. Being mentally competent to consent to contract when the domestic partnership began,, and
- viii. Being each other's sole domestic partner and responsible for each other's common welfare.

B. Employees must be eligible for the district's insurance plan(s).

C. Employees may enroll their domestic partners for dental and vision coverage. Dental and vision coverage are quoted as a 'composite' rate.

D. The dental and vision coverage will be a taxable benefit (unless the employee qualifies for and completes the IRS tax status exemption declaration). Generally the IRS does not recognize domestic partners as tax free 'dependents.' Therefore the district will report, as added income, the value of the domestic partner benefit. Our insurance carrier has said that the value of the benefit would be 45% of the monthly premium for a partner. This would be shown as added income on the employee's year-end W-2.

E. Insurance rates for partners (and partner's dependents) are set by the various carriers. Most insurers have quoted partner and dependent rates at the same level as for spouse and dependents. Since the employee pays the full cost of the premium, there is no cost to the pool or to other employees; for specific rates, contact the Benefits Coordinator in Human Resources.

F. Employees enroll domestic partners for medical benefits provided the employee pays any added cost over and above the employee's and/or their dependents' coverage. For example, if an employee has \$50.00 left in their monthly benefit allotment, the employee may not use any of that money to cover a domestic partner: if the cost of adding medical coverage for his/her domestic partner is \$300, the employee will need to pay \$300 through payroll deduction.

G. Employees may not use their state allocated dollars, pooled dollars, or Section 125 Flexible Benefits Account for domestic partner coverage. The state-funded benefit amount cannot be used to pay for the domestic partner's premium. This would be considered a 'gift of public funds' and is prohibited by the State Constitution. Pooling cannot be used to pay the domestic partner's premium for the same reason. The Internal Revenue Service does not allow domestic

1 partners to be covered in the district's Flexible Benefit Plan. Any expense for
2 medical premiums must be taken out of the employee's net pay.

3 H. The district will extend domestic partner benefits consistent with changing legal
4 requirements. If legal requirement changes broaden benefits for domestic
5 partners, the benefit committee will meet to determine how best to implement
6 that coverage. All district insurance coverage is rated for the entire district rather
7 than individual bargaining groups. Therefore, benefit changes apply to all
8 employee groups. Obtaining separate ratings for each unit would likely increase
9 the cost of coverage for each unit because the carrier would be taking on a larger
10 risk relative to the size of the group.

11 I. Employees may sign up their domestic partner/dependents during the open
12 enrollment period. If you meet the requirements, complete the following affidavit
13 form and the appropriate medical enrollment forms.

14 **Section 12.9. Mileage:** Staff members covered by this Agreement will be eligible for
15 reimbursement for mileage within and/or outside the District when approved by the
16 Superintendent on the basis of District assignments beyond those normally required in
17 the staff member's regular duties. Travel and related expenses within the state or other
18 locations within a 300 mile radius of the District must be approved by the
19 Superintendent. Travel beyond a 300 mile radius of the District must be approved by the
20 Board. The following guidelines will prevail regarding staff member travel within the
21 District or travel within a short radius of the District:

22 A. Per mile reimbursement claims must be reported and filed monthly on a "Daily
23 Mileage Record/Claim Form" with an odometer reading showing actual distance
24 traveled unless the "District Mileage Chart" is used. Travel must be by the shortest
25 routes;

26 B. The "Daily Mileage Record/Claim form" must be submitted to the Business Office as
27 prescribed on the form. Approved private car mileage is reimbursed at the current
28 IRS allowable rate per mile;

29 C. Regulations on private car mileage are set forth in the daily mileage card;

30 D. Travel between the staff member's home and work at the school location or PTSA
31 meetings are not reimbursable;

32 E. Staff members are required to receive prior written approval from a school official
33 to use private cars for transporting students. Such approval must be obtained by
34 completing the "Approval for Use of Private Cars for School Transportation" form.
35 By signing the form, the staff member warrants that he/she has automobile
36 liability insurance in force on his/her personal car for at least the minimum
37 amounts as required by law (see RCW 46.29.490: current minimums are
38 \$25,000/\$50,000 bodily injury and \$10,000 property damage). The District carries
39 an excess policy for insured drivers.
40
41

42 **Section 12.10. Part-time Compensation:** Staff members who are employed under
43 written contract to teach at the secondary level (7-12) for less than full time shall be
44 compensated on the basis of the number of periods assigned per day, (e.g., if a teacher
45 is assigned to teach one (1) period in a five (5) period teaching day, then he/she shall
46 receive one-fifth (1/5) pay; two (2) periods, two-fifth (2/5) pay, etc.). Such staff members

1 shall be required to fulfill that portion of the seven (7) hours normal work day, excluding
2 the duty-free lunch period, as their compensated ratio bears to seven (7) hours, (e.g.,
3 two fifths (2/5) of seven (7) hours to fulfill teaching assignments and/or planning and
4 availability to parents and pupils on the school site). In addition, such staff member may
5 be required to fulfill his/her proportionate equitable share of assigned time as provided
6 for in Article 4 (Working Conditions).

- 7
- 8 A. Staff members who work half days will be compensated at one-half ($\frac{1}{2}$) pay and will
9 be responsible for three and one-half ($3\frac{1}{2}$) hours on-school-site time which includes
10 student contact time, availability to pupils and patrons and planning time. The
11 building administrator will give due consideration to the staff member when
12 assigning extra-duties or scheduling staff meetings. Such staff members will qualify
13 for one-half ($\frac{1}{2}$) year experience credit for each one-half ($\frac{1}{2}$) year of teaching.
14
- 15 B. Staff members who work a specific number of days a week will be paid on the basis
16 of the number of days per week as it relates to five (5) days per week, (i.e., three (3)
17 days per week = three-fifths ($\frac{3}{5}$) pay).
18

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

- 25 A. Except as otherwise provided in this CBA, employees shall be placed on the
26 salary schedule in accordance with state rules for placement on the Salary
27 Allocation Model (SAM) effective in the 2017-18 school year (see Chapter 392-
28 121 WAC and state rules for the S-275 report). All education and experience
29 recognized by the District prior to the 2018-19 school year shall continue to be
30 recognized.

- 31 i. Educational Staff Associates (ESAs) shall receive credit for related job
32 experience on a year-for-year basis without regard to the two-year limit in
33 state rules.
- 34 ii. All employees in the District BA+135 column during the 2017-18 school
35 year will be placed in the MA+0 column. No additional employees will
36 enter this column without Masters Degrees.
- 37 iii. A Doctorate Stipend of \$3,600 will be paid annually to each employee
38 who has provided timely documentation of attaining such degree.

- 39 B. Supplemental compensation will be paid by separate contract pursuant to
40 Highline School District Board Policy 5050, according to the rates and amounts
41 specified in Appendix D. This compensation shall not be deemed an increase in
42 salary or compensation for the purpose of state salary limitations. In the event of
43 receipt of notice by the District from any governmental unit (legislative, judicial, or
44 executive) which alleges that the District is not in compliance with law due in
45 whole or in part to the compensation paid to those employees covered by this
46 Agreement, whether resulting in a penalty or not, the parties shall meet and
47 discuss such issues within ten (10) school district business days of the District's

1 notice to the Association. The parties shall have ten (10) additional business
2 days in which to meet and exchange information and options on the most desired
3 method of eliminating the compliance problems. Such options may include
4 recapture of funds in excess of the control salary from employees.

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

9 D. Should the Legislature appropriate additional certificated compensation
10 increases during the current school year, the parties will meet to discuss how
11 such increases might be accomplished.

12 E. This Agreement shall not require the District to make an upward adjustment in
13 compensation for the unit where this would involve less than \$20,000. The
14 parties would meet to discuss the disposition of the remaining amount under
15 \$20,000.

16
17 **Section 12.12. Professional Learning/Enrichment (PLE) Contract:** Each employee
18 will receive a supplemental contract which recognizes that employees will provide a
19 professionally responsible level of services in the areas described below which are
20 above the regular contract work year and regular contract day.

21
22 A. Time: attendance at the one-half day (1/2) orientation, one-half (1/2) individually
23 directed day, and one (1) collaboration day identified in Sections 11.3 and 11.4
24 of this agreement.

25
26 B. Responsibilities:

27
28 i. Self-directed participation in professional learning;

29
30 ii. Participation in enrichment opportunities that fall outside the basic
31 education program.

32
33 C. Payment

34
35 i. PLE will be compensated by 8.5% of the appropriate education and
36 experience cell on the base salary schedule and two (2) per diem days
compensation.

37
38 ii. The PLE contract will be supplemented by a longevity step of \$2,500 for
39 employees with 20-24 years of experience, and \$5,000 for employees
with 25 or more years of experience.

40
41 iii. Employees will be paid 1/12th of the annual contract amount on the
established payroll dates.

42
43 iv. The PLE compensation will be prorated for employees with less than 1.0
44 FTE contracts based on their contracted FTE. Part time employees who
45 are required to attend DID, or other required professional development
beyond their fractional FTE will be compensated by extra service in

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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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4 **ARTICLE 13**
5 **INSTRUCTIONAL MATERIALS**

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

12 **Section 13.2. Instructional Materials Committee:**

13 A. At least three (3) and at least one-third (1/3) of the total members of the District's
14 Instructional Materials Committee (IMC) will be non-supervisory certificated
15 instructional staff members. The Association will recommend to the District
16 Superintendent names of staff members for potential membership on the IMC.
17 The District will publish the names of IMC members on the District website.
18 Staggered terms of service will be identified in District procedure.
19

20 B. At a minimum, the IMC will:

- 21
22 i. Develop and oversee an established timeline for cycle of curriculum
23 review;
24
25 ii. Appoint adoption committees for review and selection of new curricula;
26
27 iii. Review the recommendations of adoption committee and recommend
28 new curricula to the Board;
29
30 iv. Review and define various types of instructional materials (e.g. "core
31 curriculum" and "supplemental instructional materials") in District
32 administrative procedure and the process for approval for such;
33
34 v. Receive, consider and act upon written complaints regarding district
35 instructional materials; and
36
37 vi. Screen materials for bias prior to adoption.

38 **Section 13.3. Adoption Committees:** At least one-half (1/2) of the members of an
39 adoption committee shall be non-supervisory certificated staff members. The Association
40 will recommend to the IMC names of staff members for potential membership on
41 adoption committees. The District will publish the names of Adoption Committee
42 members on the District website. Teachers selected for adoption committees should
43 represent the content areas/grade levels being addressed, a broad representation from
44 across the district, and the experience of current practitioners. Adoption committees will
45 identify necessary training, support and timeline for successful implementation of the
46 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.

- A. 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.
- B. 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.
- C. 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 14.4. 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 14.10 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 14.15. 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 four (4)

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

23 more than two (2) days may be used to extend a school holiday. Such leave shall be

24 deducted from the Illness/Injury/Disability Leave as provided for in Section 14.1 of this

25 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 (step)mother, (step)father, son,

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

33 in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, niece,

34 nephew, aunt, uncle, fiancé or fiancée and anyone residing with the employee. (In the

35 event additional days are required, see Section 14.7. Emergency Leave).

36

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

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

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

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

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

42 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 for a period of 15 days,
29 not to exceed the equivalent of seven (7) days' pay).

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

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

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

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

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

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

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

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

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

Section 15.2. Substitute Compensation:

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

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

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

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

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

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

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

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

District will make every effort to assign a substitute who can fulfill the entire assignment.

E. No substitute will be released from a single continuous assignment for arbitrary and capricious reasons.

F. Accountability (School Improvement Plans) must include a plan for how many substitutes will be required to carry out the plan.

Section 15.4. Substitute Expectations:

A. At the time of employment the District will provide each substitute teacher with a copy of district rules and regulations relative to substitutes. Biannual revisions will be distributed to all substitute teachers.

B. The absent staff member will see that each substitute is provided with a folder when the substitute reaches his/her assignment for the day. The folder will include class rules, special information on that day's schedule and lessons and an applicable seating chart.

C. The District will develop professional development aimed at substitute teachers.

D. Any investigation that might be necessary due to the discipline or removal of a substitute from the classroom shall be completed in a timely manner.

E. The District will alert building administrators and HEA Executive Director or President if a substitute has requested to not return to a building.

F. The provisions of Article 2 (Association Rights) and Article 7 (Grievance Procedure), shall apply to substitutes.

G. The District will pay postage for the mailing of substitutes' paychecks if requested by the substitute.

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

A. On or before August 1, the District shall provide the Association with a list of individuals who substituted during the school year and those who were added to the substitute pool as of June 30.

B. The Association will review the list and determine the number of Hudson packets to be delivered to the District for the coming school year.

C. On or before August 15, the Association shall deliver to the District's Human Resource Department the required number of Hudson packets; if the Association is unable to deliver the Hudson packets by August 15 the Association shall notify the District of the delay and the reason for the delay. The Association will provide the Hudson packets as soon after August 15 as possible, but no later than the meeting(s) described in Section 15.5, Paragraph D.

D. During the course of the regular substitute orientation, Hudson packets will be made available to appropriate individuals. The following process will be followed:

- 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, 2018 and shall continue in effect until August 31, 2020.

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

The Highline Education Association (HEA) and the Highline School District (HSD) agree that the establishment of a trained cadre of peer mentors is beneficial to the educators and students of the District. The HEA and HSD will continue to work collaboratively to design and implement The Mentor Program.

Section 17.1. Identification of Participating Educators: The Peer Mentor Program is specifically designed to meet the needs of beginning educators. Beginning educators qualify for the program by meeting the criteria specified in the legislation (WAC 392-196). No educator will be required to participate in the program. Educators who participate will do so on a voluntary basis.

Section 17.2. Selection of Peer Mentors: Peer Mentors will be interviewed by a committee composed of administrator/designee, HEA President/designee and educator representatives. The interview committee shall make its recommendation 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:

- A. Seven or more years of successful classroom experience.
- B. Outstanding classroom teaching ability.
- C. Clarity in written and oral communications.
- D. Ability to work cooperatively, effectively and flexibly with others.
- E. Extensive knowledge of a variety of classroom management and instructional techniques.
- F. Clear understanding of current state standards and instructional practices.
- G. Extensive knowledge of district resources and how to access them.
- H. Experience providing training of adult learners.

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 educators. 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 and District shall collaborate on reviewing the effectiveness of the program and identifying areas for growth. Participant surveys and documents related to the grants funding this program will be made available to the District and the Association.

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

- 1 A. Full Time Peer Mentors will be paid at their regular rate. They will be assigned
2 different duties for the year. Additional days required for will be paid at per diem
3 rate. All other benefits, e.g. optional days, and privileges remain the same. The
4 position is a one-year assignment (which can be renewed for up to five [5] years).
5 The teacher retains their rights to a continuing contract and can return to a
6 position for which they are qualified when they complete their Peer Mentor
7 assignment.
8
- 9 B. New educators selected for the Peer Mentor Program shall receive a stipend of a
10 minimum of five hundred dollars (\$500) payable in their first payroll.
11

12 **Section 17.5. Program Design:** The District will maintain a minimum of 5.0 FTE full-
13 time peer mentors contingent on maintaining the BEST Grant. Should the grant expire,
14 the district will maintain a minimum of 3.0 FTE full-time peer mentors and HEA and HSD
15 will collaborate to provide support for new educators. The Peer Mentor Program shall
16 offer beginning educators a minimum of three days of orientation and induction in
17 August, regular classroom visits, one-on-one mentoring (both in person and over the
18 phone), ongoing training, and regular group meetings to address new educator needs.
19

20 **Section 17.6. Release Time:** A pool of release time days is available for the purpose
21 of visiting other classrooms. This pool is equivalent to an average of one-half day of
22 release-time per educator participant. Peer Mentors can authorize the use of these
23 release time days.
24

25 **Section 17.7. Job Description:** The job description for the mentor teacher is mutually
26 developed between the District and the Association.
27

28 **Section 17.8. Peer Mentor Support:** The District will make available a workstation for
29 Peer Mentors, including access to a phone and other facilities as specified in Article 4.
30 The District will also provide access to professional development as funding permits.
31

32 **Section 17.9. New Staff Liaisons:** Certificated staff new to a building will be offered
33 support by a New Staff Liaison; if this is not feasible, the HEA building representative(s)
34 and principal will confer on how to provide support. New Staff Liaison Responsibilities
35 include: 1) review of general school expectations and procedures, 2) addressing school
36 specific concerns, 3) addressing urgent issues, 4) introduction to school history/context,
37 5) local orientation to materials and resources, 6) referral to expertise in the
38 building/district.
39

40 New Staff Liaisons will be identified by recommendation of their principal and/or HEA
41 building representatives and are selected by mutual agreement based on following
42 criteria; 1) Five+ years of experience, 2) Significant training in mentoring, 3) Capacity to
43 work 3-5 hours/month with new staff in their building and will be compensated at the
44 extra-duty rate identified in Appendix D. New Staff Liaisons will agree to participate in a
45 mentor training program. New Staff Liaisons will work closely with Peer Mentors to
46 support staff in buildings.
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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, PLE 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 National Board of Professional Teaching Standards
35 (NBPTS) Certification, and national certification that is available to ESAs not eligible for
36 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 \$1600. Current ESA staff who may qualify for

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the 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

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

B. General Principles:

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

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

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

- ii. The classroom teacher's immediate supervisor will be responsible for the teacher's evaluation. The immediate supervisor will be determined by the organization plan of the District. Any teacher 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 their primary evaluator will be. If an employee is assigned to multiple work sites, the supervisor at one additional work site may provide written observational feedback to the primary evaluator. All procedures for observations outlined in subsequent sections of this Article must be followed if the primary evaluator intends to use this feedback in the teacher's evaluation. Employees hired after September 15 will be notified in writing of their supervisor within fifteen (15) working days of employment.

- iii. Prior to October 1st, the classroom teacher shall be notified in writing whether they will be evaluated on the Comprehensive Cycle or Focused Cycle. Under extraordinary circumstances, the PG&E cycle may be changed mid-year in accordance with the procedures outlined in Section 19.7.

- iv. Only the appropriate, negotiated PG&E forms may be used to document the PG&E process. Forms, artifacts, observation reports and other 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 1st 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:

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 to address those needs;

19
20

4. Providing clear and intentional focus on subject matter content and curriculum;

21
22

5. Fostering and managing a safe, positive learning environment;

23
24

6. Using multiple data elements to modify instruction and improve student learning;

25
26

7. Communicating and collaborating with parents and the school community; and

27
28

8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

29
30

B. Instructional Framework:

31
32

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

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34
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41
42
43

Nothing in the instructional framework will be binding on either party if it is 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 19.3.A.

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, or other visits, work samples, or conversations that allow for the
3 gathering of evidence of performance of assigned duties for the purpose of
4 examining evidence over time against the instructional framework rubrics.
5
- 6 I. Rubric shall mean the progressive, four-tier description to classify levels of
7 performance on each of the CDIF components.
8
- 9 J. Student Growth Data shall mean the change in student achievement between
10 two points in time. Student growth data must be based on multiple measures that
11 can include classroom-based, school-based, district-based, and state-based
12 tools. Assessments used to demonstrate growth must be appropriate, relevant,
13 and may include both formative and summative measures.

14 **Section 19.5. Scoring:**

15 A. Component and Criteria Scoring

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

19
20 Unsatisfactory – 1

21 Basic – 2

22 Proficient – 3

23 Distinguished – 4
24

- 25 ii. Component Scores: Evidence will be gathered over the year to inform the
26 component scores, using a growth philosophy; if growth is made over the
27 year, the later scores will be given greater consideration in determining a
28 final component score. All components within a criterion shall be scored.
29

- 30 iii. Criterion Score: Component scores within a criterion will be averaged and
31 rounded to reach a final criterion score. When a final criterion score
32 includes a fractional number (for example 2.33), all scores with fractions
33 below .50 will be rounded down, and all fractions .50 or above will be
34 rounded up, for example, a score of 2.33 would receive a final criterion
35 score of 2 and a score of 2.50 would receive a final criterion score of 3.
36

- 37 iv. When there is more than one (1) component, if a 4 – Distinguished is
38 scored, the overall criterion score cannot be lower than 2 – Basic.
39

- 40 v. When there is more than one (1) component, if a 1 – Unsatisfactory is
41 scored, the overall criterion score cannot be higher than 3 – Proficient.
42

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

1
2 B. Summative Performance Rating for Comprehensive Cycle
3

4 A classroom teacher shall receive a summative criterion rating for each of the
5 eight (8) state evaluation criteria. The overall summative rating is determined by
6 totaling the eight (8) criterion-level scores as follows:
7

8 8-14—Unsatisfactory

9 15-21—Basic

10 22-28—Proficient

11 29-32—Distinguished
12

13 C. Student Growth Summative Score for Comprehensive Cycle

14 i. Student Growth Scoring:
15

16 Embedded in the instructional framework are five (5) components
17 designated as student growth components. These components are
18 embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1.
19 Evaluators add up the raw score on these components and the employee
20 is given a score of low, average or high* based on the scores below:
21

22 1. 5-12—Low

23 2. 13-17—Average

24 3. 18-20—High
25

26 *A score of 1 – Unsatisfactory in either of the student growth components
27 SG 3.2 and SG 6.2 will result in a Low student growth summative score.
28

29 ii. Student Growth Inquiry:

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

37 1. Examine student growth data in conjunction with other evidence
38 including observation, artifacts and other student and teacher
39 information based on appropriate classroom, school, school
40 district and state-based tools and practices;
41

42 2. Examine extenuating circumstances which may include one or
43 more of the following: Goal setting process; content and

1 expectations; student attendance; extent to which standards,
2 curriculum and assessment are aligned;

- 3
- 4 3. Schedule monthly conferences focused on improving student
5 growth to include one or more of the following topics: Student
6 growth goal revisions, refinement, and progress; best practices
7 related to instruction areas in need of attention; best practices
8 related to student growth data collection and interpretation; and,
9
- 10 4. Create and implement a professional development plan to
11 address student growth areas.
12

13 **Section 19.6. Comprehensive Evaluation:**

14

15 A. Description:

16

17 The Comprehensive Cycle assesses all eight (8) state evaluation criteria. All
18 classroom teachers shall receive a Comprehensive Evaluation at least once every
19 four years. The Comprehensive Cycle shall be used for all provisional classroom
20 teachers and any classroom teacher who has not received a Level 3 – Proficient or
21 above on the previous year's Comprehensive Summative Evaluation.
22

23 B. Process:

24 i. Teacher Self-Assessment

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

33 ii. Student Growth Goal Setting

- 34 1. With the advice of the evaluator, the teacher shall determine
35 student growth goals for Components SG-3.1, SG-6.1 and SG-8.1
36 and document them in the PG&E electronic file.
- 37 2. Student growth goal-setting and goal-achievement will focus on
38 assessments close to the classroom, and must take into account
39 multiple measures. Classroom-based measures are
40 recommended, and teachers may use school-wide, district-wide,

1 and/or state-wide assessments, if they choose. Teachers shall
2 select which assessment measures to use as part of the goal-
3 setting process. Teachers are encouraged to consider aligning
4 student growth goals with the Annual Action Plan, exploring how
5 individual or team goals could work in support of a school-wide
6 goal or area of focus. Teachers will only be required to set goals
7 for one subject and/or section. The goal for SG-3.1 and SG-8.1, or
8 SG-6.1 and SG-8.1, may be the same goal.

9 3. A plan for the Student Growth Goals should be discussed at the
10 Comprehensive Cycle Conference (CCC1) described in Section
11 19.6.B.iii, but the actual goals may be submitted to the evaluator
12 after the pre-assessment phase is complete.

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

16 iii. Initial Conference – Comprehensive Cycle, Conference 1 (CCC1)
17

18 1. The Comprehensive Cycle Conference 1 (CCC1) shall be held
19 before November 1 and prior to any scheduled observations of the
20 teacher.

21 2. The purpose of CCC1 will be to discuss the teacher's evaluation
22 process for the year, including student growth goals (as outlined
23 above) and potential evidence/artifacts to be collected throughout
24 the year to assess the teacher's performance on the evaluative
25 criteria, as well as to establish a date and time for the first
26 scheduled observation (if not already scheduled).
27

28 3. A pre-observation conversation may also be conducted during
29 CCC1. If the projected timing of the First Observation does not
30 align closely with the CCC1, a separate pre-observation meeting
31 is encouraged, but not required.
32

33
34 iv. First Observation
35

36 1. The first of at least two required observations shall be scheduled
37 in advance and conducted after September 15 and before January
38 1; it must take place after the CCC1 (as outlined above). It shall
39 be a minimum of thirty (30) minutes in duration; when possible,
40 the evaluator will attempt to observe a complete lesson.
41

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

1 to the observation to aid in the assessment of the teacher's
2 professional performance against the instructional framework
3 rubric and evaluative criteria. The evidence provided by the
4 teacher shall be documented and considered in the scoring of the
5 observation. If possible, this evidence shall be provided at least
6 one (1) day prior to the post-observation conference.
7

8 vii. Provisional Employee Observations
9

- 10 1. The first required observation for newly hired Provisional Teachers
11 must be conducted within 90 calendar days of their start date.
12
13 2. Employees in their third year of Provisional status must have at
14 least three, thirty-minute observations. The third observation shall
15 follow the procedure for the Second Required Observation.
16

17 viii. Second Post-Observation Conference – Comprehensive Cycle,
18 Conference 3 (CCC3)
19

- 20 1. The Comprehensive Cycle Conference 3 (CCC3) will be held
21 within ten (10) working days after the second required observation
22 and before May 5.
23
24 2. During the CCC3, the evaluator and employee will discuss the
25 levels of performance for the components included in the
26 evaluator's initial written observation report. If there is a
27 disagreement about the scoring of performance, it will be
28 discussed using the evidence collected by both evaluator and
29 employee and revisions to the initial report may be made. If
30 consensus is not reached, the evaluator's initial assessment will
31 remain unchanged.
32
33 3. The purpose of the CCC3 is to review and discuss the evaluator's
34 and teacher's evidence related to the scoring criteria during the
35 observation, review and discuss any additional artifacts related to
36 evaluation, review progress related to student growth goals,
37 review any previous areas of concern, and discuss the teacher's
38 performance relative to the eight evaluation criteria.
39
40 4. If there is an area of concern, the evaluator will identify specific
41 concerns for the applicable criteria and provide possible solutions
42 to remedy the concern in writing within the observation report.
43

5. Opportunities for professional growth that are not areas of concern should be discussed and may be included within the written observation report.

ix. Additional Observations

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.

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 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

1 scored at Proficient or higher the previous year, they are eligible to be evaluated
2 using the Focused option. The teacher can stay on the Focused cycle for three
3 (3) years before returning to the Comprehensive Evaluation.
4

5 The teacher or the evaluator can initiate a move from the Focused to the
6 Comprehensive Evaluation. If an evaluator initiates a move from Focused to
7 Comprehensive after October 1, it is required that he or she first conduct a full
8 observation cycle, consistent with Section 19.6.B.iv., including a post-observation
9 conference with the teacher. Subsequent to this observation cycle, the
10 evaluator's decision to move the teacher to the Comprehensive Cycle must be
11 communicated in writing to the teacher prior to December 15. A teacher may
12 elect to move from Focused to Comprehensive at any time prior to February 15
13 by communicating this decision in writing to his or her evaluator. Any previous
14 observations and artifacts will be applicable toward the Comprehensive
15 evaluation, but the Comprehensive Cycle procedures would apply subsequent to
16 this notification.
17

18 B. Professional Growth Plan and Summative Scoring

- 19 i. A Focused Evaluation professional growth plan and related activities
20 need to be tied to one (1) of the eight (8) state evaluation criteria. If the
21 employee chooses criterion 3, 6, or 8, a student growth evaluation
22 component is included within that criterion. If the employee chooses
23 criterion 1, 2, 4, 5, or 7, they must also complete the student growth
24 components in criterion 3 or 6.
25
- 26 ii. The professional growth plan and activities shall be proposed by the
27 teacher and mutually agreed upon with the evaluator at the Focused
28 Cycle Conference 1 (FCC1). If mutual agreement is not reached, the
29 teacher will be moved from Focused to the Comprehensive Cycle without
30 the observation cycle requirement outlined in Section 19.7.A.
31
- 32 iii. A group of teachers may focus on the same evaluation criteria and share
33 professional growth plans and/or activities. This collaboration should be
34 initiated by the teacher(s) and no individual shall be required to work on a
35 shared goal or plan. Group members will still receive individual
36 summative scores based on evidence of their own professional practice
37
- 38 iv. The role of the evaluator is to assist the teacher in developing the
39 professional growth plan and then to assist in its implementation,
40 particularly by making reasonable efforts to provide the resources to
41 implement it. Resources may include, but are not limited to: time,
42 materials, facilitation, and/or professional development.
43
- 44 v. A summative score for the Focused Evaluation is determined using the
45 most recent Comprehensive Summative Evaluation score. This score
46 becomes the Focused Summative Evaluation score for any of the

subsequent years following the Comprehensive Summative Evaluation in which the certificated classroom teacher is placed on a Focused Evaluation. Should a teacher provide evidence of exemplary practice on the chosen Focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator. A score of 1 – Unsatisfactory in the student growth components SG 3.2 or SG 6.2 will trigger a student growth inquiry as outlined in Section 19.5.C.

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)

1. The Focused Cycle Conference 1 (FCC1) shall be held before October 15 and prior to any scheduled observations of the teacher.
2. 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.
3. At this conference, the evaluator shall review and suggest necessary revisions to the professional growth plan, as well as

1 discuss possible resources that may be allocated to support the
2 plan and related activities.

- 3
4 4. The professional growth plan must meet the evaluator's approval
5 no later than October 31 or the teacher shall be placed on the
6 Comprehensive Evaluation cycle for that school year.

7
8 iii. Required Observations

- 9
10 1. Two required observations must take place after the FCC1 (as
11 outlined above). Each shall be a minimum of thirty (30) minutes
12 but may be non-continuous within a 10-workday period.
- 13 2. Pre- and/or post-observation conferences are encouraged, but not
14 required. A post-observation conference may be requested by
15 either the teacher or evaluator.
- 16 3. The first required observation cycle, including written
17 documentation and any related conferences, must be complete
18 prior to February 1; the second must be complete prior to May 1.
19 These observation cycles may be clustered in the first semester,
20 clustered in the second semester, or distributed between both.
- 21 4. As appropriate the observations need not be limited to the
22 classroom, but may include the observation of duties that occur
23 outside of the classroom setting.
- 24 5. The evaluator will promptly document the required observations
25 using the appropriate electronic form(s) and provide a copy to the
26 employee within three (3) working days of such documentation
27 having been prepared, but no later than five (5) working days after
28 the observation. If the observation is non-continuous within a 10-
29 workday period, the report will be provided within five (5) working
30 days of the last observation.
- 31 6. This report will include initial performance level scoring on the
32 components observed within the Criterion of Focus.
- 33 a. Components not observed shall not be negatively
34 construed except in a situation where a skill/practice
35 should have been employed during the observation and it
36 was not.
- 37 b. It is neither necessary nor likely possible to address all
38 components within the context of one observation cycle.

1 7. After receiving the observation documentation/report, the teacher
2 may provide to the evaluator additional artifacts/evidence related
3 to the observation to aid in the assessment of the teacher's
4 professional performance against the instructional framework
5 rubric and evaluative criteria. The evidence provided by the
6 teacher shall be documented and considered in the scoring of the
7 observation. If possible, this evidence shall be provided at least
8 one (1) day prior to the post-observation conference.

9 iv. Focused Cycle Conference 2 (FCC2)

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

12 2. During the FCC2, the evaluator and employee will discuss
13 progress on the professional growth plan and related activities,
14 check assumptions, and discuss any additional needed support or
15 resources. Employees working together on a shared professional
16 growth plan may elect to meet with the evaluator as a group.

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

20
21 vi. Focused Summative Evaluation

22
23 1. A written summative evaluation, including a summative score (as
24 outlined in Section 19.7.B.v), must be completed using the
25 appropriate electronic form and a copy provided to the teacher
26 prior to June 15 or the last day of school, whichever is earlier. A
27 Summative score for the Focused Evaluation is determined using
28 the most recent Comprehensive Summative Evaluation score.
29 This score becomes the Focused Summative Evaluation score for
30 any of the subsequent years following the Comprehensive
31 Summative Evaluation in which the certificated classroom teacher
32 is placed on a Focused Evaluation. Should a teacher provide
33 evidence of exemplary practice on the chosen Focused criterion, a
34 level 4 (Distinguished) score may be awarded by the evaluator.
35 Comments on the Focused Summative Evaluation shall relate to
36 the Criterion of Focus.

37
38 2. All evidence, measures and observations used in developing the
39 comments on the Focused Summative Evaluation must be based
40 on the school year in which the evaluation is conducted and must
41 be documented using the procedures contained within this Article.

3. The teacher will sign two (2) copies of the Focused Summative Evaluation Report. The signature of the teacher indicates receipt and does not necessarily imply that the employee agrees with its contents. 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 final annual evaluation report, if submitted within 30 working days from receipt.

vii. Summative Focused Evaluation Conference (FCC3)

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

SECTION 19.8. Support for Basic and Unsatisfactory Employees:

A. Notification and Requirements

- i. The Association will be notified no less than ten (10) work days prior to the start of the new school year when any teacher is judged below 3 - Proficient on his or her Summative Evaluation rating the previous spring.

B. Support

- i. When a teacher is judged below 3 – Proficient on their Summative Evaluation rating, additional support shall be granted to the employee to support their professional growth.
- ii. In the event that a teacher's performance is judged to be Not Satisfactory, as defined in Section 19.4, then the provisions of Section 19.9, outlined below, shall apply.
- iii. In the event that a teacher on a continuing contract with more than five (5) years of experience receives a Summative Evaluation rating of 2 - Basic, then a Professional Support Plan will be developed by the teacher and evaluator and put in place no later than October 15th of the subsequent school year.
 1. A Professional Support Plan will identify the specific evaluative areas needing growth and the desired performance expectations.

1 Additionally, the plan will provide for periodic performance
2 feedback during that school year.

- 3
4 2. A Professional Support Plan shall offer a minimum level of support
5 provided and funded by the district. Additional supports may be
6 discussed and added by mutual agreement of the teacher and
7 evaluator. A minimum level of support will include:

- 8
9 a. A mentor, experienced with the level (e.g. elementary,
10 secondary) of the teacher and trained in the CDIF, to work
11 with the teacher for up to 20 hours during the duration of
12 the professional support plan.
13
14 b. At least three days of release time to observe and/or be
15 observed by other teachers in the district.
16
17 c. Relevant professional development courses and/or
18 materials, upon request, up to \$500.
19
20 d. Access to online training materials related to the CDIF.

- 21
22 3. No documentation related to the Professional Support Plan shall
23 be placed in the teacher's personnel file.
24

25 **SECTION 19.9. Probation:**

26 **A. Probation Notification**

27 At any time after October 15, a classroom teacher whose work is judged not
28 satisfactory based on the scoring criteria shall be placed on probation and notified in
29 writing of the specific areas of deficiencies and provided a written, reasonable plan of
30 improvement.
31

32 **B. Probation**

- 33
34 i. A classroom teacher's work is judged not satisfactory, and therefore shall
35 be placed on probation, when the overall comprehensive summative
36 evaluation score is 1 – Unsatisfactory. A continuing contract teacher
37 under RCW 28A.405.210 with more than five (5) years of teaching
38 experience whose comprehensive summative evaluation score is 2 –
39 Basic for two (2) consecutive years or for two (2) years within a
40 consecutive three (3) year time period shall also be placed on probation.
41
42 ii. Teachers may only be placed on probation from the Comprehensive
43 evaluation system described above.
44

- 1 iii. Teachers on continuing contracts who have been assigned to teach
2 outside of their endorsements shall not be subject to nonrenewal or
3 probation based on evaluations of their teaching effectiveness in the out-
4 of-endorsement assignments.
- 5
6 iv. In the event that a teacher merits probation, the evaluator shall report the
7 same in writing to the Superintendent. The report shall include the
8 following:
9
 - 10 1. The evaluation report prepared pursuant to the provisions of
11 Section 19.6 above, and,
 - 12 2. A recommended specific and reasonable program designed to
13 assist the teacher in improving his or her performance.
- 14
15 v. If the Superintendent concurs with the administrator's judgment that the
16 performance of the employee is not satisfactory, the Superintendent shall
17 place the teacher in a probationary status for a period of not less than sixty
18 (60) school days, any time after October 15. Before being placed on
19 probation, the Association and the teacher shall be given notice of action
20 from the Superintendent which shall contain the following information:
21
 - 22 1. Specific areas of performance deficiencies identified from the
23 instructional framework;
 - 24 2. A suggested specific and reasonable program for improvement;
 - 25 3. A statement indicating the duration of the probationary period and
26 that the purpose of the probationary period is to give the teacher
27 the opportunity to demonstrate improvement in his/her area or
28 areas of deficiency.
- 29
30 vi. Upon request from the teacher and/or principal, the Superintendent or
31 Designee shall consider an extension of the probationary period. Days may
32 be added to the probationary status if deemed necessary to complete a
33 program for improvement and evaluate the probationer's performance, as
34 long as the probationary period is concluded before May 1st of the same
35 year. In addition, the probationary period may be extended into the
36 following school year if the teacher has more than five (5) years of teaching
37 experience and the final summative rating as of May 15th is 1 –
38 Unsatisfactory.
- 39
40 vii. A probationary plan of improvement will be developed and will include the
41 specific evaluative criteria which must be met and the performance
42 expectations which will be used to determine the teacher's success or
43
- 44
- 45

1 failure. The plan will include a system for periodic feedback during the term
2 of probation, supports provided and funded by the district, and the dates
3 those supports will be put in place. A minimum level of support will include:

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

27
28 viii. Evaluation During the Probationary Period

- 29
30 1. At or about the time of the delivery of a probationary letter, the
31 evaluator shall hold a conference with the probationary teacher to
32 discuss performance deficiencies and the remedial measures to
33 be taken.
- 34
35 2. During the probationary period the evaluator shall observe and
36 meet with the probationary teacher at least twice a month, and
37 make a written evaluation of the progress, if any, made by the
38 teacher. The provisions of Section 19.6 above shall apply to the
39 documentation of observation reports during the probationary
40 period.
- 41
42 3. The probationary teacher may be removed from probation at any
43 time if he/she has demonstrated improvement to the satisfaction
44 of the evaluator in those areas specifically detailed in his/her

notice of probation, and his/her overall performance is deemed satisfactory.

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 28A.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.

4
5 xiii. Action by the Superintendent

- 6
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.

17
18 **SECTION 19.10. Non-Renewal (Discharge):**

19
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 15th, 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.

30
31 **SECTION 19.11. Provisional Employees:**

32
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 90th 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:
47

- 1 i. To acknowledge, recognize, and encourage excellence in professional
2 performance.
- 3
- 4 ii. To document the level of performance by a teacher of his/her assigned
5 duties.
- 6
- 7 iii. To identify specific areas for a teacher's professional growth, based on
8 the criteria included on the evaluation instrument.
- 9
- 10 iv. To document performance by a teacher judged unsatisfactory based on
11 the District evaluation criteria.
- 12
- 13 v. As one of multiple factors in Human Resources and personnel decisions
14 only as defined elsewhere in this agreement.
- 15
- 16 B. Evaluation results shall not be used to determine any type of base or additional
17 compensation.

RATIFICATION OF AGREEMENT

This Agreement is hereby ratified by the Board of Directors of the Highline School District No. 401 and the Highline Education Association.

DATED this 19 day of September 2018.

HIGHLINE EDUCATION ASSOCIATION

By: Sue McCabe
President

Elizabeth Beck
UniServ Director

Rebekah Dean
Negotiating Team Member

Shirley Cooper
Negotiating Team Member

Reed Clark
Negotiating Team Member

Victor Skelton
Negotiating Team Member

Cliff Smith
Negotiating Team Member

Jancy Amorelli
Negotiating Team Member

Veronica Lusk
Negotiating Team Member

HIGHLINE SCHOOL DISTRICT NO. 401

By: [Signature]
President, Board of Directors

[Signature]
Superintendent

Bonnie Porter
Chief Negotiator

[Signature]
Negotiating Team Member

Abigail Rimbach
Negotiating Team Member

Jane Marking
Negotiating Team Member

Victoria Terry
Negotiating Team Member

Colin Ryan
Negotiating Team Member

Eric DeBois
Negotiating Team Member

HIGHLINE SCHOOL DISTRICT

**EVALUATIVE CRITERIA
AUDIOLOGIST**

The following criteria will be used in the evaluation of Audiologist:

CRITERIA	INDICATORS for Audiologist
1. PREPARATION IN SPECIALTY:	1.1 possesses and maintains competence in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate;
2. PROGRAM PLANNING:	2.1 establishes immediate and long range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. CONSULTING TECHNIQUES:	3.1 utilizes consulting techniques which are consistent with selected objectives. Such techniques will: 3.1.1 make provisions for differences in teachers' background and experiences in the field of specialty; 3.1.2 provide teachers with knowledge of current materials and techniques in the field; 3.1.3 assist teachers in improving teaching techniques in the classroom; 3.1.4 assist teachers in planning, implementing, and evaluating new programs in the field; 3.1.5 consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs.
4. MANAGEMENT ABILITIES:	4.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 4.2 organizes materials to meet program needs; 4.3 follows a reasonable timeline for achieving objectives and meets deadlines; 4.4 understands all aspects of the program and can articulate this understanding; 4.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate.

**HIGHLINE SCHOOL DISTRICT
EVALUATIVE CRITERIA
CONSULTANT**

**APPENDIX A
CONSULTANT**

The following criteria will be used in the evaluation of Consultant staff:

CRITERIA	INDICATORS for Consultant
1. PREPARATION IN SPECIALITY:	1.1 seeks, acquires and studies new research in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate; 1.3 advises others on the application of current developments in field of specialty to educational programs currently operating in the district.
2. PROGRAM PLANNING:	2.1 establishes immediate and long range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 structures and conducts needs assessments to provide a variety of objective information for program planning purposes; 2.4 analyzes resultant needs assessment data to determine what types of programs may be needed and what procedures would be most appropriate for implementing these programs; 2.5 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. CONSULTING TECHNIQUES:	3.1 utilizes consulting techniques which are consistent with selected objectives. Such techniques will: 3.1.1 make provisions for differences in staff members' backgrounds and experience in the field of specialty; 3.1.2 provide staff members with knowledge of current materials techniques in the field; 3.1.3 assist staff members in improving teaching techniques in the classroom; 3.1.4 assist staff members in planning, implementing, and evaluating new programs in the field.
4. MANAGEMENT ABILITIES:	4.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 4.2 organizes materials to meet program needs; 4.3 follows a reasonable timeline for achieving objectives and meets deadlines; 4.4 understands all aspects of the program and can articulate this understanding; 4.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 4.6 keeps necessary records and compiles reports. Contributes to research for program or project when necessary; 4.7 assists with the preparation of program budgets; 4.8 monitors these budgets and prepares budget revisions as necessary; 4.9 assists, as requested, with securing funding to continue program operations.
5. STAFF RELATIONS:	5.1 develops rapport with district staff members as individuals in a professional manner; 5.2 deals with personal information and communication in an ethical manner; 5.3 encourages two-way communication on program operations (including strengths, weaknesses, concerns, and recommendations for change).
6. RELATED PERSONAL QUALITIES:	6.1 maintains a professional relationship with colleagues and other administrative personnel; 6.2 seeks, accepts, and benefits by constructive criticism; 6.3 displays initiative in accomplishing objectives; 6.4 demonstrates flexibility in adjusting to unforeseen changes in program and/or management tasks related to program.

**HIGHLINE SCHOOL DISTRICT
EVALUATIVE CRITERIA
COUNSELOR**

The following criteria will be used in the evaluation of Counselor:

CRITERIA	INDICATORS for Counselor
1. PERSONAL CHARACTERISTICS:	1.1 is alert and enthusiastic; 1.2 is professionally ethical; 1.3 is professionally involved; 1.4 is self-motivated; 1.5 has self-insight and self-understanding; 1.6 feels a sense of adequacy and worth; 1.7 is emotionally balanced; 1.8 relates easily to others.
2. RELATIONSHIPS WITH PUPILS:	2.1 is sensitive to youth; 2.2 demonstrates the willingness to accept and work with all counselees; 2.3 helps counselee relate, analyze, synthesize, and integrate his/her own characteristics, goals, and values to promote making responsible decisions; 2.4 allows and expects counselee to accept responsibility for decision making and possible consequences; 2.5 demonstrates that primary responsibility is to the counselee; 2.6 motivates students to seek counseling; 2.7 has rapport with students; 2.8 is a facilitating agent; 2.9 respects the dignity and worth of the individual; 2.10 has a facilitative image among students; 2.11 helps pupils with personal as well as educational and vocational problems; 2.12 demonstrates understanding of the basic principals of human growth and development; 2.13 demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
3. INDIVIDUAL ASSESSMENT:	3.1 demonstrates ability to synthesize and integrate testing and non-testing data; 3.2 demonstrates the ability to administer or to prepare others to administer District tests; 3.3 is aware of test limitations and practical applications; 3.4 demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data; 3.5 demonstrates familiarity with local school district policies relevant to class placement; 3.6 demonstrates ability to cooperate with parents, staff and students regarding placement of students.

CRITERIA	INDICATORS for Counselor
4. RELATIONSHIPS WITH PARENTS:	4.1 is sensitive to parents; 4.2 is cooperative with parents; 4.3 attends to parental referrals; 4.4 is available to parents; 4.5 has a professional image among parents; 4.6 provides parents with an opportunity to be heard; 4.7 is conscientious in following through with parents.
5. RELATIONSHIPS WITH STAFF:	5.1 is sensitive to the role of staff; 5.2 communicates easily with staff; 5.3 is a facilitating agent with staff; 5.4 is aware of the emotional demands of teaching; 5.5 is receptive to staff; 5.6 has good rapport with staff; 5.7 attends to staff referrals.
6. RELATIONSHIPS WITH ADMINISTRATORS:	6.1 is sensitive to the role of the administrator; 6.2 has a professional rationale for his/her counseling approach; 6.3 meets with the administrator regarding program development; 6.4 communicates easily and effectively; 6.5 functions effectively as a resource consultant; 6.6 attends to administrative referrals.
7. PROFESSIONAL ATTITUDE AND ACTIVITIES:	7.1 is aware of research relevant to counseling; 7.2 demonstrates ability to conduct, use, and interpret research pertinent to counseling; 7.3 is sensitive to research findings; 7.4 contributes to the profession; 7.5 periodically evaluates own counseling skills; 7.6 is aware of the art and science of counseling; 7.7 has a professional balance between theory and practice; 7.8 is professionally enthusiastic regarding his/her function; 7.9 is perceptive of the counselor's professional role.
8. CONSULTATION AND COORDINATION:	8.1 consults with members of the pupil personnel services staff to serve the general developmental needs of students; 8.2 works with staff in planning and developing instructional strategies and curricular program; 8.3 demonstrates ability to utilize case conferencing and staffing; 8.4 assists teachers in the integration of appropriate counseling and guidance services into the classroom; 8.5 functions in a well organized manner.

**HIGHLINE SCHOOL DISTRICT
EVALUATIVE CRITERIA
LIBRARY MEDIA SPECIALIST**

The following criteria will be used in the evaluation of Library Media Specialist:

CRITERIA	INDICATORS for Library Media Specialist
1. MEDIA ROLE:	1.1 selects media and equipment consistent with the District's selection policy and appropriate to the curriculum; 1.2 selects a balance of media to meet a variety of learning styles and teaching strategies; 1.3 maintains a well-organized learning resource center for effective use of media; 1.4 provides maintenance for materials and equipment; 1.5 develops and implements a program for the integration of materials and equipment into the learning experience; 1.6 identifies needs for locally produced materials; 1.7 relates services from the District level to meet building instructional needs.
2. PROGRAM PLANNING:	2.1 creates a welcoming and comfortable atmosphere for students and teachers in the Learning Resources Center; 2.2 directs aides, volunteers and student help with efficiency and understanding; 2.3 develops program objectives and works toward their achievement.
3. TEACHING:	3.1 utilizes teaching techniques which are consistent with the selected objective. Such techniques will: 3.1.1 make provision for differences in ability among students, 3.1.2 provide for the previous knowledge, abilities, and interests of the class, 3.1.3 makes effective use of instructional equipment, materials, and resource personnel, 3.1.4 provide a variety of activities in keeping with the maturity and attention span of the students, 3.1.5 implement lesson plans but permit flexibility; 3.2 gives explanations, assignments and directions clearly; 3.3 makes reasonable and appropriate assignments; 3.4 motivates students by making lessons interesting and challenging; 3.5 helps students to develop acceptable work habits and study skills; 3.6 evaluates daily lessons and units of study by assessing student achievement of objectives; 3.7 provides guidance and assistance for students.
4. ROOM MANAGEMENT AND DISCIPLINE:	4.1 establishes and maintains order and discipline in the Library including: 4.1.1 quiet when appropriate; 4.1.2 attention to the Library Media Specialist when instruction is being given; 4.1.3 student conforming to established rules; 4.2 shows consistency in fairness and dealing with student behavior; 4.3 disciplines students in a firm but controlled manner; 4.4 encourages students to develop courtesy, self-control, respect, and responsibility; 4.5 enlists the assistance of counselors, assistant principal, principal, and other supportive personnel when appropriate; 4.6 assists in maintaining control and enforcing rules throughout the school.
5. PUPIL - LIBRARY MEDIA SPECIALIST RELATIONS:	5.1 develops rapport with the student as an individual in a professional manner; 5.2 deals with personal information and communication in an ethical manner.

**EVALUATIVE CRITERIA
NURSE**

The following criteria will be used in the evaluation of Nurse:

CRITERIA	INDICATORS FOR NURSE
1. HEALTH SERVICES:	1.1 identifies student health problems and needs and shares necessary information and its implication with staff; 1.2 maintains a health record for all students, recording screening results on individual student cards; 1.3 assumes the responsibility for screening procedures, such as hearing, vision, and scoliosis; 1.4 reviews and follows up on all student immunization compliance as required by state regulations; 1.5 performs special education health assessments and participates in staffing and I.E.P. planning; 1.6 recommends appropriate medical supplies for the schools; 1.7 assists the school in providing care for injured or ill students at school; 1.8 performs other health-related duties as requested by the principal as time permits.
2. HEALTH EDUCATION:	2.1 provides resources for health and medical concerns for students and staff; 2.2 provide classroom presentations of health issues as requested by staff or as needed and time permits; 2.3 plans and coordinates health care management for students with special health care needs; 2.4 provides staff in-service in areas of identified need, i.e., C.P.R., seizure care, control of communicable diseases as time permits; 2.5 assists in evaluating learning resource material and curricula in the area of health.
3. HEALTH COUNSELING:	3.1 consults with student, parents, teachers and other staff to obtain appropriate medical care for students; 3.2 assists parents and school personnel to understand and accept children with special needs; 3.3 works with students individually or in groups in areas such as; substance abuse, self esteem, acute and chronic disease, sexual abuse prevention and treatment; 3.4 consults, advises and may refer staff in the areas of health monitoring and counseling.
4. INTERPERSONAL RELATIONSHIPS:	4.1 respects individual children and their needs and maintains Student rapport; 4.2 deals in a professional manner with personal and health information; 4.3 maintains professional relationships with staff, parents and students; 4.4 is a liaison between school, family and community health services.
5. PERSONAL/PROFESSIONAL GROWTH:	5.1 is responsible for personal and professional growth; 5.2. demonstrates an awareness of one's own strengths and limitations to improve or enhance competence; 5.3 is punctual and reliable;

HIGHLINE SCHOOL DISTRICT

**EVALUATIVE CRITERIA
PSYCHOLOGIST**

The following criteria will be used in the evaluation of Psychologist:

CRITERIA	INDICATORS for Psychologist
1. PREPARATION:	1.1 possesses and maintains competency in assessment and evaluation techniques in light of psychometric procedures; 1.2 considers abilities, interests, and present performance levels of students in planning; 1.3 establishes immediate and long range objectives; 1.4 prepares effective plans to meet objectives; 1.5 plans for continuing evaluation and reassessment of students' progress in Special Education; 1.6 selects and prepares appropriate equipment and materials in advance of evaluation and assessment; 1.7 demonstrates awareness of the laws relating to "education for all."
2. ABILITY TO ANALYZE THE PRESENTING PROBLEM:	2.1 utilizes psychological and psychometric techniques to clearly identify the problem; 2.2 establishes priorities in relationship to problem; 2.3 can provide acceptable alternatives/solutions to problems; 2.4 has the ability to cope with crises situations; 2.5 usefulness of recommendations; 2.6 provides adequate follow-up with cases.
3. COMMUNICATION SKILLS WITH SCHOOL STAFF:	3.1 listening skills; 3.2 ability to give and take feedback; 3.3 ability to articulate problem-related ideas and alternatives clearly; 3.4 facilitates communication between all professional staff.
4. RAPPORT:	4.1 builds working relationships with: 4.1.1 students 4.1.2 parents 4.1.3 teachers 4.1.4 administrators 4.1.5 student services team 4.1.6 outside agencies
5. PERSONAL QUALITIES:	5.1 meets responsibilities in a punctual and reliable manner; 5.2 maintains a professional relationship with colleagues, administrators, and parents; 5.3 accepts responsibilities for cases on a continuing basis.

**HIGHLINE SCHOOL DISTRICT
EVALUATIVE CRITERIA
SOCIAL WORKER**

The following criteria will be used in the evaluation of Social Worker:

CRITERIA	INDICATORS for Social Worker
1. SOCIAL WORK TECHNIQUES:	1.1 possesses and maintains competence in current social work practices; 1.2 demonstrates flexible interviewing techniques in making assessments; 1.3 demonstrates working knowledge of family dynamics; 1.4 participates in team process by clarifying roles, contributing information and facilitating decision making; 1.5 develops and carries out an appropriate plan which may include changing behavior within the individual, family, school and/or community; 1.6 demonstrate ability to diagnose and respond to crisis situations; 1.7 mediates when necessary between school and home.
2. CASELOAD MANAGEMENT:	2.1 confers with appropriate school personnel and relevant agencies; 2.2 reads appropriate files as part of assessment; 2.3 uses team process for information gathering and feedback; 2.4 determines priorities after involving school personnel; 2.5 maintains written records consistent with effective case planning; 2.6 evaluates caseload regularly.
3. RESOURCES:	3.1 maintains current information about agency referral policies and guidelines; 3.2 informs students, parents and school staff of available community services and assists them to effectively use appropriate services; 3.3 identifies the existing gaps in service to the community.
4. INTERPERSONAL RELATIONSHIPS:	4.1 establishes relationship with students in a professional manner: 4.1.1 respects different values; 4.1.2 encourages independent decision making; 4.1.3 respects co-worker's abilities, encourages potential for growth and initiates exchange of ideas; 4.2 respects parental concerns and individual needs; 4.3 respects co-worker's abilities, encourages potential for growth and initiates exchange of ideas; 4.4 deals with personal information and communication in an ethical manner.
5. PROFESSIONAL QUALITIES:	5.1 reliability -- justifies confidence, meets responsibilities in a punctual manner; 5.2 adaptability -- performs duties while actively attempting to define situations and resolve conflicts; 5.3 initiative -- creates alternatives and attempts to change dysfunctional school environment; 5.4 development -- reads current materials, participates in professional activities and shares information with colleagues.

HIGHLINE SCHOOL DISTRICT

**EVALUATIVE CRITERIA
SPECIALIST**

The following criteria will be used in the evaluation of Specialist staff:

CRITERIA	INDICATORS - The Specialist
1. PREPARATION IN SPECIALTY:	1.1 possesses and maintains competence in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate.
2. PROGRAM PLANNING:	2.1 establishes immediate and long-range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. CONSULTING TECHNIQUES: (i.e., teacher advising techniques, resource skills, teaching skills)	3.1 utilizes consulting techniques, which are consistent with selected objectives. Such techniques will: 3.1.1 make provisions for differences in teachers' backgrounds and experience in the field of specialty; 3.1.2 provide teachers with knowledge of current materials and techniques in the field; 3.1.3 assist teachers in improving teaching techniques in the classroom; 3.1.4 assist teachers in planning, implementing, and evaluating new programs in the field.
4. MANAGEMENT ABILITIES:	4.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 4.2 organizes materials to meet program needs; 4.3 follows a reasonable timeline for achieving objectives and meets deadlines; 4.4 understands all aspects of the program and can articulate this understanding; 4.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 4.6 keeps necessary records and compiles reports. Contributes to research for program or project when necessary.
5. SPECIALIST SCHOOL-STAFF RELATIONS:	5.1 develops rapport with teachers and principals as individuals in a professional manner; 5.2 deals with personal information and communication in an ethical manner.
6. RELATED PERSONAL QUALITIES:	6.1 maintains a professional relationship with colleagues and other administrative personnel; 6.2 seeks, accepts, and benefits by constructive criticism; 6.3 displays initiative in accomplishing objectives.

APPENDIX A
SPEECH LANGUAGE PATHOLOGIST

HIGHLINE SCHOOL DISTRICT

EVALUATIVE CRITERIA
SPEECH LANGUAGE PATHOLOGIST

The following criteria will be used in the evaluation of Speech Language Pathologist:

CRITERIA	INDICATORS for Speech Language Pathologist
1. DIAGNOSTIC SERVICES:	<p>1.1 determines the diagnostic needs of a given child related to language, speech and hearing concerns of professional school personnel, parental concern, classroom observations and reviewing of the child's history;</p> <p>1.2 determines accurately and efficiently those individuals who exhibit disorders of language, speech and/or hearing;</p> <p>1.3 gathers diagnostic information concerning the student's language, speech and hearing obtained through the use of standardized and informal tests and classroom observations;</p> <p>1.4 determines through competent examination, diagnostic procedures and appropriate referral, the nature, etiology and severity of the specific handicap(s) of those individuals with language, speech and/or hearing disorders.</p>
2. THERAPEUTIC SERVICES:	<p>2.1 designs a program for language, speech and hearing services within the school;</p> <p>2.2 plans, conducts and modifies an appropriate treatment program for those individuals diagnosed as having language, speech and/or hearing disorders and arranges for the implementation programs;</p> <p>2.3 conducts a program which effectively modifies the behavior characterizing the language, speech and/or hearing disorder.</p>
3. CONSULTATIVE SERVICES:	<p>3.1 provides consultative services for those interested in language, speech and hearing programs. The Speech Language Pathologist serves in a consultative role in planning and implementing language-speech improvement programs;</p> <p>3.2 interprets the results and conclusions of diagnostic data to professional team members in order to determine to what extent the language, speech or hearing disorder may be contributing to the child's performance in the classroom;</p> <p>3.3 uses the information of other professional team members in planning more effective remediation for a student;</p> <p>3.4 explores and implements with teachers, parents, team members and outside agencies or other involved personnel appropriate strategies for meeting the communication needs of each child;</p> <p>3.5 serves as a resource person in the area of language, speech and hearing skills.</p>
4. PERSONAL QUALITIES:	<p>4.1 functions effectively and cooperatively within the educational environment;</p> <p>4.2 selects a variety of activities which insure continuous professional growth.</p>

**APPENDIX A
LANGUAGE SPECIALIST FOR
DEAF AND HARD OF HEARING**

**HIGHLINE SCHOOL DISTRICT
EVALUATIVE CRITERIA
LANGUAGE SPECIALIST FOR THE DEAF AND HARD OF HEARING**

Following criteria will be used in the evaluation of Language Specialist for the Deaf and Hard of Hearing:

CRITERIA	INDICATORS for Language Specialist for the Deaf and Hard of Hearing
1. PREPARATION IN SPECIALTY:	1.1 possesses and maintains competence in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate.
2. DIAGNOSTIC SERVICES:	2.1 utilizes pertinent information in determining the diagnostic needs of a given child, relating to language and speech behavior; 2.2 uses appropriate standardized and informal diagnostic tools to evaluate a given child's speech and language abilities, including prelinguistic cognitive skills, when necessary; 2.3 uses diagnostic and other information to determine the nature, etiology, and severity of the speech and language handicap(s).
3. PROGRAM PLANNING AND MANAGEMENT:	3.1 uses the information of their professional team members in planning more effective remediation for a student; 3.2 develops appropriate, sequential language and speech programs for a given child, based on diagnostic findings; 3.3 monitors and modifies language and speech programs, insuring continued progress of the child.
4. CONSULTATIVE SERVICES:	4.1 serves in a consultative role in planning and implementing communication, language and speech development programs; 4.2 interprets results and conclusions of diagnostic data to professional team members; 4.3 explores and implements with teachers, parents, team members and outside agencies or other involved personnel, appropriate strategies for meeting the communication needs of each child; 4.4 serves as a resource person in the areas of communication, language and speech skills.
5. MANAGEMENT ABILITIES:	5.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 5.2 organizes materials to meet program needs; 5.3 follows a reasonable timeline for achieving objectives and meets deadlines; 5.4 understands all aspects of the program and can articulate this understanding; 5.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 5.6 keeps necessary records and compiles reports; 5.7 contributes to research for program or project when necessary.

APPENDIX A
PARENT/INFANT SPECIALIST FOR
DEAF AND HARD OF HEARING

HIGHLINE SCHOOL DISTRICT

EVALUATIVE CRITERIA
PARENT-INFANT SPECIALIST FOR DEAF AND HARD OF HEARING

The following criteria will be used in the evaluation of Parent-Infant Specialist for Deaf and Hard of Hearing:

CRITERIA	INDICATORS for Parent-Infant Specialist for Deaf and Hard of Hearing
1. PREPARATION:	1.1 possesses and maintains competence in field of specialty; 1.2 understand current developments in the field of specialty, evaluates and applies these when appropriate.
2. PROGRAM PLANNING:	2.1 establishes immediate and long range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. MANAGEMENT ABILITIES:	3.1 arranges for the involvement of support personnel in the program and guides this involvement to meet program needs; 3.2 organizes material to meet program needs; 3.3 follows a reasonable timeline for achieving objectives and meets deadlines; 3.4 understands all aspects of the program and can articulate this understanding; 3.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 3.6 keeps necessary records and compiles reports; 3.7 contributes to research for program or project when necessary.
4. SCHOOL STAFF RELATIONS:	4.1 develops rapport with teachers and principals as individuals in a professional manner; 4.2 deals with personal information and communication in an ethical manner.
5. PERSONAL QUALITIES RELATED TO TEACHING:	5.1 meets responsibilities in a punctual and reliable manner; 5.2 maintains a professional relationship with colleagues, administrators, parents, medical community, and other outside agencies; 5.3 accepts a fair share of extra-curricular responsibilities.
6. EFFORT TOWARD IMPROVEMENT WHEN NEEDED:	6.1 participates in a self-evaluation process which identifies both areas of strength and areas in need of improvement; 6.2 makes an effort to respond to recommendations included in periodic and annual evaluations; 6.3 participates in in-service, professional, and college activities leading to continued professional growth.

HIGHLINE SCHOOL DISTRICT

**EVALUATIVE CRITERIA
TEACHER**

The following criteria will be used in the evaluation of Classroom Teachers.

CRITERIA	INDICATORS for Teachers
1. INSTRUCTIONAL SKILL: The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and conducting an instructional experience.	1.1 establishes immediate and long range objectives which are in accord with district and building curricula; 1.2 prepares effective plans to meet objectives; 1.3 considers abilities, interests, and present performance levels of students in planning and conducting lessons; 1.4 plans for and implements continuing evaluation in lessons and units and utilizes results in planning subsequent lessons; 1.5 utilizes teaching techniques which are consistent with objectives; 1.6 motivates students by making lessons interesting and challenging; 1.7 gives explanations, assignments, and directions clearly; 1.8 makes reasonable and appropriate assignments.
2. CLASSROOM MANAGEMENT: The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.	2.1 2.1 organizes the classroom setting to contribute to the learning process; 2.2 selects and prepares equipment and materials appropriate to implement lesson objectives in advance of the lesson; 2.3 evaluates individual student progress regularly and maintains records for report card and/or parent conferences; 2.4 enlists the assistance of counselors, assistant principal, principal, and other supportive personnel where appropriate; 2.5 provides adequate plans for substitute teacher.
3. HANDLING OF STUDENT DISCIPLINE: The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.	3.1 establishes and makes clear, parameters for student behavior in the classroom; 3.2 establishes and maintains order and discipline in the classroom; 3.3 disciplines students where appropriate in a firm but controlled manner; 3.4 shows consistency and fairness in dealing with student behavior; 3.5 encourages students to develop courtesy, self-control, respect and responsibility; 3.6 assists in maintaining control and enforcing rules throughout the school.
4. KNOWLEDGE OF SUBJECT MATTER: The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to elementary and/ or secondary level(s).	4.1 possesses and maintains competence in subject matter areas; 4.2 exhibits interest and enthusiasm for general education and continued intellectual growth; 4.3 relates subject matter field(s) to other subjects and discipline.

CRITERIA	INDICATORS for Teachers
<p>5. EFFORT TOWARD IMPROVEMENT WHEN NEEDED: The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.</p>	<p>5.1 participates in a self-evaluation process which identifies both areas of strength and areas in need of improvement; 5.2 makes an effort to respond to recommendations included in periodic and annual evaluations; 5.3 participates in inservice, professional, and college activities leading to continued professional growth.</p>
<p>6. PROFESSIONAL PREPARATION AND SCHOLARSHIP: The certificated classroom teacher exhibits in his or her performance evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.</p>	<p>6.1 possesses and maintains competency in current teaching techniques; 6.2 deals with personal information and communication in an ethical manner.</p>
<p>7. INTEREST IN TEACHING PUPILS: The certificated classroom teacher demonstrates an understanding of a commitment to each pupil taking into account each individual's unique background and characteristics.</p>	<p>7.1 develops rapport with the student as an individual in a professional manner; 7.2 shows enjoyment in and enthusiasm for working with students; 7.3 exhibits willingness to work individually with students; 7.4 provides guidance and assistance for students.</p>
<p>8. PERSONAL QUALITIES RELATED TO TEACHING: The certificated classroom teacher demonstrates a competent level of knowledge and skill in personal areas related to teaching.</p>	<p>8.1 meets responsibility in a punctual and reliable manner; 8.2 maintains a professional relationship with colleagues, administrators, and parents; 8.3 accepts a fair share of extra curricular responsibilities.</p>

HIGHLINE PUBLIC SCHOOLS 2018-19 School Calendar

August 2018	September 2018	October 2018	November 2018	December 2018	January 2019
M T W T F	M T W T F	M T W T F	M T W T F	M T W T F	M T W T F
1 2 3	3 4 5 6 7	1 2 3 4 5	1 2*	3 4 5 6 7	1 2 3 4
6 7 8 9 10	10 11 12 13 14	8 9 10 11 12	5 6 7 8 9	10 11 12 13 14	7 8 9 10 11
13 14 15 16 17	17 18 19 20 21	15 16 17 18 19	12 13 14 15 16	17 18 19 20 21	14 15 16 17 18
20 21 22 23 24	24 25 26 27 28	22 23 24 25 26	19 20 21 22 23	24 25 26 27 28	21 22 23 24 25*
27 28 29 30 31		29 30 31	26 27 28 29 30	31	28 29 30 31
27-9/4 Window for District Initiated Days (DID), 1/2 Day Staff Orientation and 1/2 Day Individually Directed Day to be completed within window.	3 Labor Day 5 FIRST STUDENT DAY 10 First Day of Kindergarten 17 First Day of PreK	12 No School K-12	*2 End of First Quarter (42 Days) 12 Veterans Day -No School 19-21 Student Conferences No School Grades K-6 21 No School K-12 Grades 7-12 conference dates will vary by school 22-23 Thanksgiving Break- No School	Dec 24-Jan 4 Winter Break - No School	Dec 24-Jan 4 Winter Break - No School 7 Return to School 21 ML King Jr. Day-No School *25 End of 2nd Qtr (46 days)/ 1st Semester (88 days) 28 No School Grades 7-12
school days in month / total 18 / 31	school days in month / total 18 / 30	school days in month / total 22 / 40	school days in month / total 19 / 59	school days in month / total 15 / 74	school days in month / total 17/91 18/92
February 2019	March 2019	April 2019	May 2019	June 2019	July 2019
M T W T F	M T W T F	M T W T F	M T W T F	M T W T F	M T W T F
1	1	1 2 3 4 5*	1 2 3	3 4 5 6 7	1 2 3 4 5
4 5 6 7 8	4 5 6 7* 8	8 9 10 11 12	6 7 8 9 10	10 11 12 13 14	8 9 10 11 12
11 12 13 14 15	11 12 13 14 15	15 16 17 18 19	13 14 15 16 17	17 18 19 20 21	15 16 17 18 19
18 19 20 21 22	18 19 20 21 22	22 23 24 25 26	20 21 22 23 24	24 25 26 27 28	22 23 24 25 26
25 26 27 28	25 26 27 28 29	29 30	27 28 29 30 31		29 30 31
15 Mid-Winter Break - No School 18 President's Day-No School	*7 End of Elementary Reporting Period/ K-6 8 No School - Grades K-12, 7-12 Conferences (dates will vary by school)	*5 End 3rd Quarter (47 days/Qtr) 8-12 Spring Break - No School 15 Return to School	27 Memorial Day-No School 28 No School K-12 Collaborative Work Day for Teachers	18 LAST DAY OF SCHOOL 19-25 Emergency Make-Up Days	4 Independence Day (Observed)
school days in month / total 18/109 18/110	school days in month / total 21/130 20/130	school days in month / total 17/147	school days in month / total 21/168	school days in month / total 12/180	
Breaks/Holidays - All Schools Closed	Professional Collaboration Time (PCT) provides 90 minutes weekly for teachers to share ideas, analyze student data, and work together to improve instruction and student learning.			Early Dismissal (PCT)	Emergency Make-up Days if needed
One or More Schools Closed				Early Dismissal - Job-alike PCT	
				Early Dismissal - Job-alike Optional	

HIGHLINE PUBLIC SCHOOLS 2019-20 School Calendar

August 2019	September 2019	October 2019	November 2019	December 2019	January 2020
M T W T F	M T W T F	M T W T F	M T W T F	M T W T F	M T W T F
1 2	2 3 4 5 6	1 2 3 4	1*	2 3 4 5 6	1 2 3
5 6 7 8 9	9 10 11 12 13	7 8 9 10 11	4 5 6 7 8	9 10 11 12 13	6 7 8 9 10
12 13 14 15 16	16 17 18 19 20	14 15 16 17 18	11 12 13 14 15	16 17 18 19 20	13 14 15 16 17
19 20 21 22 23	23 24 25 26 27	21 22 23 24 25	18 19 20 21 22	23 24 25 26 27	20 21 22 23 24*
26 27 28 29 30	30	28 29 30 31	25 26 27 28 29	30 31	27 28 29 30 31
26-9/3 Window for District Initiated Days (DID), 1/2 Day Staff Orientation and 1/2 Day Individually Directed Day to be completed within window.	2 Labor Day 4 FIRST STUDENT DAY Grades 1-12	11 No School K-12 11 Collaborative Work Day for Teachers	*1 End of 1st Quarter / 7-12 (42 days); End of Elementary Reporting Period / K-6 11 Veterans Day -No School 25-27 Student Conferences No School Grades K-6 27 No School K-12 Grades 7-12 conference dates will vary by school 28-29 Thanksgiving Break-No School	Dec. 23-Jan 3 Winter Break - No School	Dec. 23-Jan 3 Winter Break - No School 6 Return to School 20 ML King Jr. Day-No School *24 End of 2nd Quarter / 1st Semester / 7-12 (88 days) 27 No School Grades 7-12
school days in month	19	school days in month/total 22/41	school days in month/total 18/59	school days in month/total 15/74	school days in month / total 18/92 19/93
February 2020	March 2020	April 2020	May 2020	June 2020	July 2020
M T W T F	M T W T F	M T W T F	M T W T F	M T W T F	M T W T F
3 4 5 6 7	2 3 4 5 6	1 2 3*	1	1 2 3 4 5	1 2 3
10 11 12 13 14	9 10 11 12* 13	6 7 8 9 10	4 5 6 7 8	8 9 10 11 12	6 7 8 9 10
17 18 19 20 21	16 17 18 19 20	13 14 15 16 17	11 12 13 14 15	15 16 17 18 19	13 14 15 16 17
24 25 26 27 28	23 24 25 26 27	20 21 22 23 24	18 19 20 21 22	22 23 24 25 26	20 21 22 23 24
	30 31	27 28 29 30	25 26 27 28 29	29 30	27 28 29 30 31
14 Mid-Winter Break - No School 17 President's Day-No School	*12 End of Elementary Reporting Period/ K-6 13 No School - Grades K-12 Grades 7-12 Conferences (dates will vary by school)	*3 End of 3rd Quarter/ 7-12 (47 Days) 6-10 Spring Break - No School	25 Memorial Day-No School 26 Emergency Make up Day	16 LAST DAY OF SCHOOL	3 Independence Day (Observed)
school days in month / total 18 /110 18 /111	school days in month / total 22/132 21/132	school days in month / total 17/149	school days in month / total 19/168	school days in month 12/180	
Breaks/Holidays - All Schools Closed	Professional Collaboration Time (PCT) provides 90 minutes weekly for teachers to share ideas, analyze student data, and work together to improve instruction and student learning.			Early Dismissal (PCT)	Emergency Make-up Days if needed
One or More Schools Closed				Early Dismissal - Job-alike PCT	
				Early Dismissal - Job-alike Optional	

APPENDIX B

Rvsd. Sept. 20, 2018

COMPONENTS OF A PERPETUAL CALENDAR

Section B.1. Components of a Perpetual Calendar: The Highline Education Association and the Highline School District agree to the following perpetual elements of a student calendar. If the law requires other bargaining units to become involved, the issue will be revisited. These components of the student calendar will be released to the public on the first Monday in June, regardless of whether agreement has been reached on other elements of the student and staff calendars.

- A. There will be no District Initiative Days (DID) until ten (10) calendar days prior to the start of school. A one-half (.5) Orientation Day shall be scheduled no more than one week prior to the first student day.
- B. The first day of school will be scheduled as follows. If Labor Day falls on September 1, 2, 3, or 4, the first student day of school will be the Wednesday after Labor Day. If Labor Day falls on Sept 5, 6, or 7, the first student day of school will be the Thursday before Labor Day.
- C. Elementary student conferences will be held on three consecutive non-student days during the week of Thanksgiving. Two non-student days will be scheduled for secondary family/teacher conferences: the Wednesday before Thanksgiving and the first Friday of the fourth quarter. Actual conference dates may vary by site (and will be marked as such on the school calendar). See Section 4.13.
- D. There will be a full two week winter break. When possible, this will be scheduled as two weeks, Monday-Friday. This may be adjusted when the federal holidays fall on Sundays or Mondays.
- E. Midwinter break will be a four (4) day break including the Saturday and Sunday before President's Day, President's Day, and the Tuesday following President's Day.
- F. There will be a full week spring break after the end of third quarter.
- G. 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 (see Section 11.5).
- H. If the Highline School District is granted a state waiver day in the spring for the purposes of data review, secondary schools have the flexibility to hold student conferences, and/or senior projects on the third Friday in May.
- I. If HEA members are required to hold evening events in the fall or spring for student conferences or senior projects, an equivalent amount of release time will be granted during non-student days on the Wednesday before Thanksgiving Break and/or the third Friday in May.

Highline Public Schools #401
Teachers, Educational Staff Associates (ESAs), Career and Technical Education (CTE) Teachers
2018 - 2019 HEA SALARY SCHEDULE (Final)

Experience		BA	BA + 45	BA + 90	MA+0 (*5 BA + 135)	MA + 45	MA + 90 or Ph.D.
0 Years	Base	\$51,434	\$55,706	\$60,334	\$61,664	\$66,294	\$69,278
	Days	\$562	\$609	\$659	\$674	\$725	\$757
	18-19 Prof L	\$4,372	\$4,735	\$5,128	\$5,241	\$5,635	\$5,889
	Total	\$56,368	\$61,050	\$66,121	\$67,579	\$72,654	\$75,924
1 Years	Base	\$52,127	\$56,499	\$61,176	\$62,350	\$67,027	\$69,991
	Days	\$570	\$617	\$669	\$681	\$733	\$765
	18-19 Prof L	\$4,431	\$4,802	\$5,200	\$5,300	\$5,697	\$5,949
	Total	\$57,128	\$61,918	\$67,045	\$68,331	\$73,457	\$76,705
2 Years	Base	\$52,786	\$57,303	\$61,967	\$63,040	\$67,703	\$70,700
	Days	\$577	\$626	\$677	\$689	\$740	\$773
	18-19 Prof L	\$4,487	\$4,871	\$5,267	\$5,358	\$5,755	\$6,010
	Total	\$57,850	\$62,800	\$67,911	\$69,087	\$74,198	\$77,483
3 Years	Base	\$53,466	\$58,065	\$62,719	\$63,695	\$68,346	\$71,416
	Days	\$584	\$635	\$685	\$696	\$747	\$781
	18-19 Prof L	\$4,545	\$4,935	\$5,331	\$5,414	\$5,809	\$6,070
	Total	\$58,595	\$63,935	\$68,735	\$69,805	\$74,902	\$78,267
4 Years	Base	\$54,133	\$58,860	\$63,543	\$64,381	\$69,062	\$72,155
	Days	\$592	\$643	\$694	\$704	\$755	\$789
	18-19 Prof L	\$4,601	\$5,003	\$5,401	\$5,472	\$5,870	\$6,133
	Total	\$59,326	\$64,506	\$69,638	\$70,557	\$75,687	\$79,077
5 Years	Base	\$54,821	\$59,667	\$64,332	\$65,078	\$69,744	\$72,896
	Days	\$599	\$652	\$703	\$711	\$762	\$797
	18-19 Prof L	\$4,660	\$5,072	\$5,468	\$5,532	\$5,928	\$6,196
	Total	\$60,080	\$65,391	\$70,503	\$71,321	\$76,434	\$79,889
6 Years	Base	\$55,528	\$60,486	\$65,128	\$65,792	\$70,436	\$73,603
	Days	\$607	\$661	\$712	\$719	\$770	\$804
	18-19 Prof L	\$4,720	\$5,141	\$5,536	\$5,592	\$5,987	\$6,256
	Total	\$60,855	\$66,288	\$71,376	\$72,103	\$77,193	\$80,663
7 Years	Base	\$56,773	\$61,876	\$66,587	\$67,130	\$71,840	\$75,099
	Days	\$620	\$676	\$728	\$734	\$785	\$821
	18-19 Prof L	\$4,826	\$5,259	\$5,660	\$5,706	\$6,106	\$6,383
	Total	\$62,219	\$67,811	\$72,975	\$73,570	\$78,731	\$82,303
8 Years	Base	\$58,593	\$63,983	\$68,758	\$69,236	\$74,011	\$77,387
	Days	\$640	\$699	\$751	\$757	\$809	\$846
	18-19 Prof L	\$4,980	\$5,439	\$5,844	\$5,885	\$6,291	\$6,578
	Total	\$64,213	\$70,121	\$75,353	\$75,878	\$81,111	\$84,811
9 Years	Base		\$66,112	\$70,999	\$71,364	\$76,252	\$79,745
	Days		\$723	\$776	\$780	\$833	\$872
	18-19 Prof L		\$5,620	\$6,035	\$6,066	\$6,481	\$6,778
	Total		\$72,455	\$77,810	\$78,210	\$83,566	\$87,395
10 Years	Base		\$68,351	\$73,303	\$73,604	\$78,558	\$82,163
	Days		\$747	\$801	\$804	\$859	\$898
	18-19 Prof L		\$5,810	\$6,231	\$6,256	\$6,677	\$6,984
	Total		\$74,908	\$80,335	\$80,664	\$86,094	\$90,045
11 Years	Base		\$70,655	\$75,714	\$75,908	\$80,969	\$84,647
	Days		\$772	\$827	\$830	\$885	\$925
	18-19 Prof L		\$6,006	\$6,436	\$6,452	\$6,882	\$7,195
	Total		\$77,433	\$82,977	\$83,190	\$88,736	\$92,767
12 Years	Base		\$72,886	\$78,191	\$78,304	\$83,445	\$87,236
	Days		\$797	\$855	\$856	\$912	\$953
	18-19 Prof L		\$6,195	\$6,646	\$6,656	\$7,093	\$7,415
	Total		\$79,878	\$85,692	\$85,816	\$91,450	\$95,604

Experience		BA	BA + 45	BA + 90	MA+0 (*5 BA + 135)	MA + 45	MA + 90 or Ph.D.
13 Years	Base			\$80,729	\$80,783	\$85,982	\$89,885
	Days			\$882	\$883	\$940	\$982
	18-19 Prof L			\$6,862	\$6,867	\$7,308	\$7,640
	Total			\$88,473	\$88,533	\$94,230	\$98,507
14 Years	Base			\$83,278	\$83,335	\$88,699	\$92,635
	Days			\$910	\$911	\$969	\$1,012
	18-19 Prof L			\$7,079	\$7,083	\$7,539	\$7,874
	Total			\$91,267	\$91,329	\$97,207	\$101,521
15 Years	Base			\$85,446	\$85,501	\$91,005	\$95,044
	Days			\$934	\$934	\$995	\$1,039
	18-19 Prof L			\$7,263	\$7,268	\$7,735	\$8,079
	Total			\$93,643	\$93,703	\$99,735	\$104,162
16 through 19 Years	Base			\$87,154	\$87,210	\$92,824	\$96,945
	Days			\$953	\$953	\$1,014	\$1,060
	18-19 Prof L			\$7,408	\$7,413	\$7,890	\$8,240
	Total			\$95,515	\$95,576	\$101,728	\$106,245
20 through 24 Years	Base	\$58,593	\$72,886	\$87,154	\$87,210	\$92,824	\$96,945
	Days	\$640	\$797	\$953	\$953	\$1,014	\$1,060
	18-19 Prof L	\$4,980	\$6,195	\$7,408	\$7,413	\$7,890	\$8,240
	Longevity	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
	Total	\$66,713	\$82,378	\$98,015	\$98,076	\$104,228	\$108,745
25 through 30 or more Years	Base	\$58,593	\$72,886	\$87,154	\$87,210	\$92,824	\$96,945
	Days	\$640	\$797	\$953	\$953	\$1,014	\$1,060
	18-19 Prof L	\$4,980	\$6,195	\$7,408	\$7,413	\$7,890	\$8,240
	Longevity	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Total	\$69,213	\$84,878	\$100,515	\$100,576	\$106,728	\$111,245

Salaries shown in this schedule are based on 1.0 FTE. Actual salaries are prorated by assigned FTE.

1. CTE teacher placement determined according to WAC 392-121-259(3)(b)
2. Experience credit will be provided on a full-year basis only
3. CTE teachers with Plan II (non-degree) certification will be placed on this schedule according to the Reporting Process Instructions for OSPI Form S-275.
4. Doctorate degree = \$3,600 stipend
- *5. The BA+135 column of this salary schedule was closed on Nov. 2, 2004. Salaries that appear in the BA+135 column are applicable only to HPS employees that reached this column on or before Nov. 1, 2004.
6. The district will pay 100% of the state retiree healthcare subsidy.
7. Longevity stipends: 20-24 years, \$2,500; 25+ years, \$5,000.

Approved by the Board of Directors: September 19, 2018

PAY RATE INFORMATION FOR CERTIFICATED SUBSTITUTES

The following rates are in effect for the 2018-19 school year. For the 2019-20 school year, these rates will be increased to reflect the inflationary adjustment to the state's revenue formulas.

		Monday - Friday
a	Daily Substitutes	\$170.00
b	After 40 Nonconsecutive Days	\$190.00
c	Half-Day	½ of the Daily Rate + \$6.00
d	Emergency Sub Rate	\$138.24
e	After 20th Day in Long Term Assignment	*Contractual Rate

Substitutes who work 100 days the previous year and work 20 days in the new school year will receive a \$100 bonus and will be moved to Row b and receive the After 40 Nonconsecutive Days rate.

In addition, when substitutes are asked to use a scheduled planning period to cover a class not part of their originally assigned job, the substitute will be paid for that time at the Extra-Duty Rate identified in Appendix D.

*The Highline School District pays a contractual rate of pay after the twentieth consecutive day in the same assignment. The contractual rate of pay is taken from the current teacher salary schedule and placement is based upon education and years of experience. Experience verifications from other school districts or educational institutions, along with official transcripts are required in order to calculate placement.

EXTRA CURRICULAR SALARY AND ADDITIONAL PAY FOR ADDITIONAL TIME AND/OR RESPONSIBILITIES

Section D.1. Extra Curricular Salary Schedule

- A. High School Extra Curricular Salary Schedule: Each year high school will be allocated a fund equal to .05 of the base salary schedule plus \$4,151 for other minor club advisors which will be divided among employees depending upon student interest and needs. Budget #020G-28-LOC-4281

<u>High School Major Club Advisors</u>	<u>Campus wide</u>	<u>Small School</u>
i. Annual	\$2,093	\$1,200
ii. Band	\$3,947	
iii. Chorus	\$1,252	
iv. Drama*	\$1,992	
v. Journalism	\$2,093	\$1,200
*(Campus wide theatrical productions)	Budget #0118-28-LOC-4233	

- B. Middle School Extra Curricular Salary Schedule: Each middle school shall be allocated annually a fund equal to .10 of the base salary for stipend support for projects such as but not limited to career day assistance, curriculum leadership, math competitions, computer related issues, science fair assistance and multicultural assistance. The principal and staff shall jointly determine the expenditure of the fund. Budget #020G-27-LOC-4281

<u>Middle School Major Club Advisors</u>	<u>Salary</u>	Budget #0118-28-LOC-4233
i. Band	\$1,113	
ii. Choral	\$1,113	

- C. Elementary School Extra Curricular Salary Schedule: Each elementary school shall be allocated annually a fund equal to .07 of the base salary schedule for stipend support for projects such as but not limited to math competitions, spelling bee competition, Young Author's conference, computer related issues, curriculum fairs, leader positions and after school activities. The principal and staff shall jointly determine the expenditure of the fund. Budget #020F-27-LOC-4281

Section D.2. Additional Pay for Additional Time and/or Responsibilities: The staff member and the building principal or supervisor will cooperatively determine how the extended time is to be used. In addition, if the extra pay is based on either an hourly or per diem rate, staff members will document the time for the purpose of payment.

- A. Consultants: \$2,403 for responsibility, 1/36 of base salary for one additional week

- B. Elementary Principal Designee/Dean: Elementary Principal Designees and Deans shall receive responsibility stipends and additional time as outlined below:

Budget #0180-23-LOC-4294

	Dean Stipend	Designee Stipend
With 1.0 AP	N/A	\$750
With 1.0 Dean (assuming no AP)	\$1,000 stipend PLUS 3 days paid at per diem*	\$500
With .5 Dean (assuming no AP)	\$750 stipend PLUS 1 day paid at per diem**	\$750
With no Dean or AP	N/A	\$1,500

*Full time Dean two days prior to the start of school and one after (or as determined by mutual agreement of dean and principal).

** .5 Dean one day prior to the start of school (or as determined by mutual agreement of dean and principal).

- C. Department Chairs: Secondary Department Chairpersons or Curriculum Leaders, Middle School Curriculum Leaders, (Budget #0180-27-LOC-4234)

Special education Chairperson (Budget #2101-27-LOC-4234) (one per secondary site), ELL Chair Person (Budget #0125-27-LOC-4234) are compensated based on the number of people they support including themselves* according to the following:

- i. 1.1 – 1.9 FTE = \$412
- ii. 2.0 – 2.9 FTE = \$810
- iii. 3.0 – 5.0 FTE = \$1,220
- iv. 5.1 – 7.0 FTE = \$1,624
- v. 7.1 – 9.0 FTE = \$2,032
- vi. 9.1+ FTE = \$2,432

*There shall be no department chair stipend paid for a single person department.

- D. District Wide Coordinators: Head Teacher Multi-Handicapped, Head Elementary and Secondary Counselor(s)*, Head Special Education, and Head Nurse receive \$2,039 for responsibility, 1/36 of base salary for each week of authorized extended time. *NOTE: If HEA member is not filling this role, the stipend will be split between the lead counselors at the comprehensive high schools. (Object Code 4233)

- E. Summer School: (Regular Education or Extended School Year), and Highline Evening Learning Program Instructors receive \$30.00 per hour for teaching and for assigned planning. Budget #7301-27

- F. Librarians: Librarians receive 70 hours of extended time will be paid at the rate of 1/36 of base salary per week for each building librarian. (Object Code 4294)

- G. Social Workers: Social Workers receive 1/36 of base salary for one additional week. (Object Code 4294)

- H. Nurses: Nurses will be allocated five (5) days of extended time for work completed prior to the start of school, paid at the rate of 1/36 of base salary per week, pro-rated by FTE. Additional days may be allocated as needed with advance authorization from the Director of Health Services. The Lead Nurse will be allocated ten (10) days of extended time for work completed prior to the start of school, paid at the rate of 1/36 of base salary per week, pro-rated by FTE.

- I. Specialists: Specialists receive \$2,008 for responsibility, 1/36 of base salary for each week of authorized time. (Object Code 4294)

- J. Outdoor Education: Teachers participating in the outdoor education program will receive \$120.00 per overnight stay for additional time and responsibility. All first time Waskowitz teachers will receive per diem equal to the number of clock hours for completing the two day camp orientation training. Budget #0108-27

- K. Extra Duty: Staff members who are employed for extra work beyond the contractual work year will be paid at the rate of \$37.50 per hour for the following: teaching students or adults, leading or facilitating an activity, preparing and delivering

Note: Base salary as used herein shall mean an individual's contractual salary, including an earned Masters and/or Doctorate stipend, if applicable.

APPENDIX D

presentations or writing curriculum, and extra duties not otherwise listed in the collective bargaining agreement. This rate shall be increased annually by the state's funded inflationary adjustment index for school district revenue formulas (currently the implicit price deflator).

- L. Leadership Team Fund: Each school will receive a fund to be divided equally among certificated members of its leadership team. Each school will receive \$1,100 with an additional \$1.00 per student enrollment, based on the October 1 count.

Budget #020J-27-LOC-4281

- M. Athletic Helper Rate: Athletic helpers that take tickets do timing, statistics or gym supervision will be paid \$16.67 per hour.

- N. Building Curriculum Fund: The building staff shall form a curriculum committee in order to determine the expenditure of this fund, which may include acquiring substitutes or compensating teachers for developing/integrating new curriculum or programs. Each school shall be allocated (based on enrollment on October 1 of current school year) annually a building curriculum fund as follows: Budget #020H-27

i. High schools:	\$5,500
ii. Middle schools:	\$3,500
Elementary schools and small high schools: (per school*)	
iii. <400 =	\$2,000
iv. 400 – 499 =	\$2,500
v. 500 – 599 =	\$3,000
vi. >600 =	\$3,500

- O. Intramural Supervisor and Elementary School Chorus Advisor: Intramural funds will be expended as determined by the building principal. Staff members who accept assignments from the building principal to supervise intramural activities shall be compensated at the rate of \$13.78 per hour. Each supervisor will be paid up to a maximum of 28 hours per activity. The total amount expended for all intramural activities for a building shall not exceed the building's intramural allocation. For schools with Catch 21 grants, the 28 hour limit and intramural allocation limit will not apply. (Budget #011A-28-LOC-4233 Athletic; 0118-28-LOC-4233 Non-Athletic)

- P. Counseling: Each secondary school will be entitled to extended counseling time during the summer at the rate of ten (10) hours per each one hundred (100) pupils FTE assignment enrolled, or a major fraction thereof. The principal will select the counselor or counselors best suited to serve this program. Each will be paid at the rate of 1/36 of base salary per week. Elementary counselors will be paid at the rate of 1/36 of base salary per week for an additional five (5) days service. (Object Code 4294)

- Q. Psychologists: Psychologist will receive four (4) additional days to be worked within two weeks of the first work day of each school year as verified by the Director of Special Services or Coordinator and paid at the per diem rate. 1/36 of base salary per week for authorized additional time. (Object Code 4294)

- R. Specified Career and Technical Education: Specified Career and Technical Education staff receive 1/36 of base pay per week for authorized additional time.

Note: Base salary as used herein shall mean an individual's contractual salary, including an earned Masters and/or Doctorate stipend, if applicable.

S. Cooperative Education Teachers receive extra days as indicated:

Number of qualified students (360 hrs worked)	Number of Days*
1 - 5	3
6 - 10	5
11 - 15	7
16 - 20	9
21 - 25	11
26 - 30	13
31 - 35	15
Each additional 4 students	Increase by 2

T. Vocational Information Specialists: Vocational Information Specialists receive 5 days.

U. Occupational Skills Center Teachers: The student count will be determined October 1 for the first semester and February 1 for the second semester of each school year. The staff member and the building principal will cooperatively determine how the extended time is to be used. (Object Code 4294)

i. Time, Responsibility and Incentive (TRI) schedule is less than \$5,000

- (a). Up to 10 student FTE = 1 day
- (b). 11 to 15 student FTE = 6 days
- (c). 16 or more student FTE = 11 days

ii. Time, Responsibility and Incentive (TRI) schedule exceeds \$5,000

- (a). Up to 10 student FTE = 1 day
- (b). 11 to 15 student FTE = 5 days
- (c). 16 or more student FTE = 10 days

iii. Time, Responsibility and Incentive (TRI) schedule exceeds \$6,000

- (a). Up to 10 student FTE = 1 day
- (b). 11 to 15 student FTE = 5 days
- (c). 16 or more student FTE = 9 days

iv. Time, Responsibility and Incentive (TRI) schedule exceeds \$7,000

- (a). Up to 10 student FTE = 1 day
- (b). 11 to 15 student FTE = 5 days
- (c). 16 or more student FTE = 8 days

V. Vocational Student Organization Advisor: Vocational student organization advisors (DECA, FHA/HERO, FBLA, FFA, VICA and newly constituted and approved organizations) who submit an annual plan of work to the vocational administrator by October 1 will receive five (5) extra days at per diem. Advisors of large chapters with greater than forty (40) officially-enrolled student members will receive an additional three (3) extra days. There will be a maximum of one (1) extended time stipend per organization within each school. Co-advisors will share the extended time stipend.

Note: Base salary as used herein shall mean an individual's contractual salary, including an earned Masters and/or Doctorate stipend, if applicable.

W. Multiple Stations: A teacher whose appointment is split between two buildings will be paid for one day of extended time at per diem rate. One-half day is to be utilized before the work year and one-half day following the work year. This does not apply to itinerant personnel.

X. District Initiated Personnel Actions and Construction/Remodeling: Staff members directed by the building principal or supervisor to prepare and/or move instructional materials, furniture, equipment in order for their room to be vacated due to non-bond related school closure, remodeling, district program relocation to another building site or district initiated personnel action (Article 8, Personnel Actions, Section 8.9. Involuntary Transfer) shall receive an additional half day's (.5) compensation.

Budget 0180-27-LOC-4233

- i. Staff members of at least .5 FTE in a building who move as a result of bond related school closure, construction, remodeling or district program relocation shall receive two (2) days compensation at the district average per diem.
- ii. Staff of less than .5 FTE shall receive two (2) days compensation at the average district per diem multiplied by their FTE in the building.
- iii. For both bond related and non-bond related moves the principal may designate additional compensated time as needed for any building staff member, but such amount shall not exceed a total equal to the number of classroom teachers who vacated their classroom times .75 days.

Y. Building Improvement Fund: Each building will be allocated funds as indicated. The principal and staff will jointly determine the expenditure of the fund. If consensus cannot be reached, then the principal shall make the final decision regarding expenditures. The funds may only be expended for projects that improve the quality of building and classroom learning environment. Clarification Note: the building improvement funds which are listed as a percentage of base – it is intended that the base referred to is education BA with 0 years of experience (the formula that generate the base is described as BA+0/0).

Budget # 020D-27

Student F.T.E. enrollment on October 1	
0 - 350	.05 Base (BA+0/0)
351 - 700	.07 Base (BA+0/0)
701 - 1000	.09 Base (BA+0/0)
1001 - up	.11 Base (BA+0/0)

Z. Computer Technology Representatives: Elementary with less than 120 networked computers: \$1,250 for additional responsibility. Elementary with 120 or more networked computers: \$2,250 for additional responsibility. Secondary: \$2730 for additional responsibility. [See Letter of Agreement, page 118] Budget# 0196-27-LOC-4333

AA. Vocational Family and Consumer Science (Life Skills): For Family and Consumer Science Education (FACSE) teachers employed prior to the 2005-2006 school year, the teaching day will consist of a five (5) period teaching day with contractual extended time using the formula:

- i. Sum of $((1\frac{1}{2} \text{ hours} \times \text{number of students})/2) \times \text{"individual hourly rate"}$ figured each semester.

- ii. All other FACSE teachers will receive five (5) days at per diem, multiplied by the teacher's FACSE FTE.

BB. NBPTS Facilitator Compensation:

	Module Zero	Module 1	Module 2	Module 3	Module 4	Retake	Renewal
Instructional Hours per module per cohort.*	6hours	3 hours	18 hours	18 hours	18 hours SY 16-17 Anticipated – may be adjusted based on NBCT release of Module 4	Up to 6 hours per candidate	Up to 6 hours per candidate
Total Instructional Hours for a given cohort X \$30 X 1.5 to cover planning	\$270	\$135	\$810	\$810	\$810		
Reading/ feedback on written submissions			\$150 per participant above 6 candidates	\$150 per participant above 6 candidates	\$150per Participant above 6 candidates	Flat Rate of \$270 per candidate	Flat rate of \$270 per candidate

* Cohort ratios are a maximum of 30:1 for Modules 0 and 1; cohort ratios are a maximum of 10:1 for Modules 2, 3, and 4.

Note: Base salary as used herein shall mean an individual's contractual salary, including an earned Masters and/or Doctorate stipend, if applicable.

HIGHLINE SCHOOL DISTRICT Declaration of Domestic Partnership

I, _____, declare that
Employee's name (Please print)
_____ and I are domestic partners.
Domestic Partner's Name (Please print)

I request that my domestic partner be enrolled in:

- ☐ WEA Select – Aetna and United Healthcare ☐ WEA Select – Kaiser Permanente
☐ Willamette Dental ☐ United Concordia Dental ☐ NBN Vision

Effective Date of Domestic Partnership _____ Effective Date of Coverage _____
Date (MM/DD/YYYY) Date (MM/DD/YYYY)

We:

1. Share a household;
2. Have a close personal relationship in place of a lawful marriage;
3. Have been domestic partners continuously for a minimum of six (6) months;
4. Are both responsible for our basic living expenses, as defined below;
5. Are not married to anyone;
6. Are each at least 18 years of age;
7. Are not related by blood so close it would bar marriage in Washington State;
8. Were mentally competent to agree to a contract when our domestic partnership began; and
9. Are each other's only domestic partner and responsible for each other's welfare.

"Basic living expenses" means the cost of food, shelter and other common household expenses. Partners do not need to pay for these expenses equally or jointly, but they must agree they are both responsible for them. If requested, you should be able to provide at least three (3) verifications of joint responsibility, such as: joint mortgage or lease; joint checking account; joint credit account; domestic partner as primary beneficiary for employee's will, life insurance, retirement, etc.

Employees should consult an attorney. This declaration may have other legal and/or financial consequences. If the domestic partnership ends, for instance, a court might treat the relationship similar to a marriage for establishing and dividing community property, assigning community debt, or the payment of support.

We understand that:

This declaration will end upon the death of the domestic partner or if there is a change of the circumstances noted above.

We will notify my payroll or personnel representative if the domestic partnership no longer meets all of the above criteria.

We will do this by filing a Declaration of Termination of Domestic Partnership within 30 days of the change.

We declare under penalty of perjury that the information on this form is true, and that we meet all provisions of this declaration.

Employee Signature

Domestic Partner Signature

Social Security Number

Social Security Number

Date of Birth (MM/DD/YYYY)

Date of Birth (MM/DD/YYYY)

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

Make copies for: Employee, File, Insurer

Section F.2. Grievance Form – Step Two:

Highline School District
 15675 Ambaum Boulevard SW
 Burien, Washington 98166

GRIEVANCE FORM – CERTIFICATED EMPLOYEE - STEP 2**GRIEVANCE FORM - CERTIFICATED**

This form is to be used by employees who wish to process a grievance from Step I to Step II, superintendent/designee level. If the space provided below and on the back of this form is not sufficient for responses, please attach additional information to this form.

STEP II

To: _____
 Superintendent/Designee

From: _____
 Employee (Grievant) Location/Position Date

 Employee's (Grievant) Signature Date

Please attach a complete copy of Step I Grievance Form.

What specific article(s) and paragraphs of the Collective Bargaining Agreement remain in question after the disposition of Step I?

Include any additional factual information relevant to the grievance.

DISPOSITION OF GRIEVANCE BY SUPERINTENDENT/DESIGNEE

 Signature of Superintendent/Designee Date

 Employee's (Grievant) Signature Date

(Employee's [Grievant] signature does not imply agreement with the disposition.)

Section F.3. Grievance Form – Association:

Highline School District
15675 Ambaum Boulevard SW
Burien, Washington 98166

GRIEVANCE FORM - ASSOCIATION

This form is to be used by the Association to process a grievance to Filing Step, superintendent/ designee level. If the space provided below and on the back of this form is not sufficient for responses, please attach additional information to this form.

FILING STEP

To: _____
Superintendent/Designee

From the Association:

By: _____
President Executive Director Date

President's Signature Executive Director's Signature Date

Date of the occurrence giving rise to the grievance: _____

What specific article(s) and paragraph(s) of the Collective Bargaining Agreement are in question? (Quote the exact language alleged to have been violated.)

The relevant facts are:

What remedy is being sought?

DISPOSITION OF GRIEVANCE BY SUPERINTENDENT/DESIGNEE

Signature of Superintendent/Designee

Date

Association Representative's Signature

Date

(Employee's [Grievant] signature does not imply agreement with the disposition.)

ACKNOWLEDGEMENT OF SUBSTITUTE RIGHTS CONCERNING AGENCY FEE

Highline School District
15675 Ambaum Boulevard SW
Burien, Washington 98166

ACKNOWLEDGEMENT OF RECEIPT OF HUDSON PACKET AND NOTIFICATION OF SUBSTITUTE RIGHTS CONCERNING AGENCY FEE

This form is to be used by the Highline Education Association to document that substitute employees have been advised of their rights concerning membership due or "agency fees" associated with services provided by the Highline Education Association.

My signature below constitutes acknowledgement of receipt of the "Hudson" packet explaining substitute employee rights associated with paying agency fee only Association or membership dues to the Highline Education Association.

Name: _____ Employee Number: _____
Please Print Full Name Substitute ID Number

Home Address:

Street Address City Zip Code

Telephone: _____
Home Cell Email Address

Employee's Signature Date

You will be sent the requisite membership form by the Highline Education Association. At that time you must decide whether to become a member of the Association or pay to the Association an agency shop fee equivalent to the Association dues. Any questions should be referred to the Highline Education Association.

Letter of Agreement
between
Highline Education Association
and
Highline School District

ACT Time

The Highline School District and Highline Education Association recognize that a well-supported system of inclusive practices within a continuum of services requires time within the scheduled work day for assessment, consultation, teaming, and other responsibilities associated with case management for students with IEPs. Students benefit from coordinated services that leverage the expertise of all stakeholders.

Building administration will ensure that all certificated special education staff in the building have ACT (Assessment-Collaboration-Teaming) Time within the work day. The practice for providing case management time has included models colloquially known as "3:1, 4:1, and/or field period" to support these case management duties. Administrators and special education staff within a building will work collaboratively to determine the most appropriate structure/model for ACT Time based on the unique context of each school setting. Day-to-day decisions about how to utilize ACT Time within this structure/model will be made by individual special education staff. ACT Time is not intended to be used for only one role or responsibility on a consistent basis to the exclusion of others.

Case management roles and responsibilities to be addressed during ACT Time may include, but are not limited to:

- Communication with teachers, administrators, parents, school psychologists, para-educators, counselors and other relevant individuals about students
- Planning, collaboration, and consultation with other educators on implementation of specially designed instruction
- IEP planning and development with others
- Testing/assessment of students
- Monitoring and reporting on progress of students
- Transition planning and assessment
- Providing direct services to students in a variety of formats

Each special education teacher in a self-contained setting, who does not operate under the models described above, will be provided up to five (5) days of release time for ACT case management duties, to be scheduled upon request in consultation with the building administrator.

In the event scheduling challenges arise that interfere with consistent provision of ACT Time, building administrators will submit a request for support to the Director of Inclusive Education with notice to the HEA president and Executive Director of Human Resources.



Steve Grubb
Chief Talent Officer
Highline School District

11/5/18

Date



Sue McCabe
President
Highline Education Association

11/5/18

Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Collaborative Day and Emergency Make-up Days
for School Year 2018-19

The District and the Association Agree that for school year 2018-19 only, all emergency make-up days will be scheduled at the end of the school year, allowing Tuesday, May 28, 2019 to be used for a non-instructional, teacher/ESA-team-directed collaborative workday, as identified in Section 11.4.



Steve Grubb
Chief Talent Officer
Highline School District

11/5/18

Date



Sue McCabe
President
Highline Education Association

11/5/18

Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

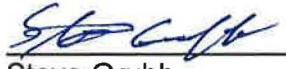
Contract Duration and Limited Reopeners

The District and Association agree that for the duration of this agreement, Section 16.2 will be replaced by the following language.

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 upon mutual agreement. 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. Salary schedules and stipends may be reopened by the District or Association for negotiations in any of the following events:
 - i. the present salary limitations laws are voided as applied to the District by a final and binding court order;
 - ii. the legislature, OSPI, or State Board add, remove or amend the present salary limitations as applicable to the District;
 - iii. the legislature increases or decreases funding for salaries, or changes the manner and flexibility in which funding may be used, including but not limited to local revenue, levy authority, inflationary indexes, regionalization and state funding for professional learning days.
- D. Insurance provisions of this agreement shall be reopened for negotiation prior to any school year in which the state changes laws applicable to insurance programs and/or mandates that employees receive insurance through a School Employees Benefits Board (SEBB).

- E. In addition to the reopeners identified in this section, either party may exercise its right to demand to bargain any change in wages, hours and working conditions arising from legislative action not otherwise covered by this agreement.


Steve Grubb
Chief Talent Officer
Highline School District

11/5/18
Date


Sue McCabe
President
Highline Education Association

11/5/18
Date


Letter of Agreement
between
Highline Education Association
and
Highline School District

Joint Assessment Review Committee (Highline Assessment Team)

For the duration of the current collective bargaining agreement, HEA and HSD shall continue the ongoing Highline Assessment Team (HAT) to monitor assessment issues and make recommendations to the HSD Board of Directors and/or Joint Bargaining Teams regarding assessments and assessment support. The committee shall explore issues including, but not limited to: implementation, assessment coordination and appropriate support that minimizes disruption to learning time, minimizing or eliminating testing redundancies and increasing efficiency, systems to monitor assessment practices in order to share effective testing practices and use of data, financial impacts of mandated assessments. The committee shall be comprised of an equal number of non-supervisory certificated staff members appointed by the Association President and supervisory staff members and/or community members appointed by the District Superintendent and shall include broad representation across grade levels and departments.


Steve Grubb
Chief Talent Officer
Highline School District

11/5/18
Date


Sue McCabe
President
Highline Education Association

11/5/18
Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Learning Resource Center (LRC) Caseload Mitigation

The Association and The District agree that, beginning with the 2019-20 school year, Section 4.15.E will be replaced with the following, to reflect a reduction in LRC caseload ratios from 27 to 25.

E. Learning Resource Centers Caseload Mitigation: If a certificated staff member has more than 25 IEPs, then IA time will be increased to 6.5 hours.


- i. If a 1.0 FTE LRC teachers' caseload exceeds 34 IEPs then .5 special education endorsed substitute teacher will be assigned for as long as the caseload exceeds 34; the assignment of a .5 FTE special education substitute will reduce the IEP count by assigning IEP's to the .5 FTE substitute; any excess will be paid in accordance with the IEP Mitigation Table; for example, a caseload of 34 IEPs divided between the 1.0 FTE SPED teacher and .5 FTE sped teacher would be 25 IEPs for the 1.0 FTE and nine IEPs for the .5 FTE teacher. Should the 1.0 SPED teacher receive additional IEPs any over 25 would be paid in accordance with the IEP Mitigation Table, similarly, should the .5 FTE SPED teacher receive more than 13 IEPs the teacher would be paid in accordance with the IEP Mitigation Table. If sufficient FTE is not available to mitigate for LRC caseloads above 34, the mitigation table shall be extrapolated in the established pattern to mitigate the overage.
- ii. HSD will mitigate (not to exceed \$150,000) excess LRC IEPs. HSD will monitor the total cost of mitigation beginning on the first day of school. A mid-year Labor Management session with HEA and Special Education department will be convened to review the expenditures to date and determine adjustment of the IEP Mitigation Table to maximize LRC teacher compensation without exceeding \$150,000 ceiling. Mitigation for LRC overloads begins October 1 in accordance with the following table:

IEP MITIGATION TABLE

26 IEPs = 1 student over caseload limit of IEPs= \$3 per IEP per day
27 IEPs = 2 students over caseload limit of IEP's = \$4 per IEP per day
28 IEPs = 3 students over caseload limit of IEP's = \$5 per IEP per day
29 IEPs = 4 students over caseload limit of IEP's = \$6 per IEP per day
30 IEPs = 5 students over caseload limit of IEP's = \$7 per IEP per day
31 IEPs = 6 students over caseload limit of IEP's = \$8 per IEP per day
32+ IEPs = 7 students over caseload limit of IEP's = \$9 per IEP per day
Case load limits for less than 1.0 FTE will be prorated

- iii. Alternatives to the mitigation chart, (including converting certificated FTE to IA hours), may be allowed if mutually agreed to by the principal and LRC

teacher(s) and after consultation with the HEA President. If LRC teacher current caseload exceeds 25 IEPs and IA time is mutually agreed upon, IEP compensation will be two hours at the extra duty pay rate per IEP.



Steve Grubb
Chief Talent Officer
Highline School District

11/5/18
Date



Sue McCabe
President
Highline Education Association

11/5/18
Date

Letter of Agreement
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Middle School Transition Voluntary Transfer Process

Given the transition of sixth grade students to middle school and the opening of a new middle school in 2019, the following transfer process will be implemented in addition to the regular transfer process for the facilitation of transfer requests to and between middle schools for the 2019-2020 school year.

Between October 15, 2018 and December 15, 2018, an employee interested in a transfer to middle school will submit the completed request to the Human Resources Department. The request will include preferred subject(s), building(s), and grade level(s). Employees are encouraged to submit cover letters and up-dated resumes, but no employee shall be required to provide these documents or update applications in order to apply for a transfer to middle school.

- A. Prior to February 15, 2019, vacancies determined by the Employer to exist for the ensuing school year may be filled by transfer of qualified in-district employees. Hiring administrator *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 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. A transfer is confirmed when the hiring administrator recommends the transfer to Human Resources, Employee Services extends an offer of transfer to the employee, and the employee accepts the offer.
- C. For this MS Transition Transfer Process only, employee who received a voluntary transfer for the 2018-2019 school year will continue to be eligible for a voluntary transfer to middle school.
- D. The District will provide the HEA with a list of individuals requesting transfer to middle school by November 1, 2018, and January 7, 2019.
- E. All vacancies not filled by February 15, 2019, will be subject to the spring staffing process including assignment of displaced staff and staff returning from leave to vacancies.
- F. Employees who receive a transfer via the MS Transition Transfer Process are not eligible to participate in the 2019 Spring Transfer Process. By March 1, 2019, employees who do not receive a transfer will be notified of their status and of the opportunity to participate in the upcoming Spring Transfer Process.
- G. Consistent with Section 8.8 F, a staff member with at least ten (10) consecutive years in a building shall receive two (2) days' pay at per diem as an incentive when transferred.

- H. As needed, changes to the aforementioned dates will be resolved through regularly scheduled labor management.



Steve Grubb
Chief Talent Officer
Highline School District

11/5/18
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Sue McCabe
President
Highline Education Association

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Mitigation for Class Overages in Early Childhood Education (ECE)

Early Childhood Special Education (ECE):

For the duration of this agreement, should enrollment in ECE classrooms exceed the existing bargained student-to-teacher ratios of 12:1 (8 students with IEPs and 4 typically developing peers), the preferred mitigation for class size overages in ECE classrooms is to create a new classroom to accommodate increased student load. When this is not possible due to lack of teaching space or the inability to hire qualified staff, the following shall be implemented:

1. Mitigation for class size overages shall be paid at the rate of \$15 per day for one student over the established student-to-teacher ratios described above. This effectively establishes a hard cap for ECE classrooms at 9 students with IEPs and 4 typically developing peers.
2. Mitigation is calculated separately for AM and PM sessions. For example, if a teacher is over by one student in the AM session and one student in the PM session, the teacher is entitled to a total of \$30 mitigation each day. If the teacher is over by one student in either the AM or PM session only, \$15 dollars is paid in mitigation.
3. In the case of hardship and the need to exceed the hard cap of 9 by one, and, if the teacher and principal agree to accept the overload, with notification to and approval of the HEA President, the teacher will receive an additional \$25 per student per day in addition to the stated mitigation of \$15 per student per day for the ninth student. For example, if a teacher has a ninth student in an AM classroom, and a ninth **and** tenth student in a PM classroom, the mitigation would be $\$15 + \$15 + \$25 = \55 per day.
4. In the case of hardship and the need to exceed the hard cap of 9 by one, and, if the teacher and principal agree to accept the overload, with notification to and approval of the HEA President, the teacher (classroom) will also receive an additional paraprofessional with the same hours as each ECE session which has 10 students. For example, an AM session with 10 students would receive 3 hours of additional para time.



Steve Grubb
Chief Talent Officer
Highline School District



Date



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President
Highline Education Association

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Mitigation for Class Overages Emotional and Behavioral Centers (EBC)

Emotional and Behavioral Center (EBC):

For the duration of this agreement, should enrollment in EBC classrooms exceed the existing bargained student-to-teacher ratio of 8:1, one (1) hour of additional aide time shall be provided for both the 9th and 10th student. *(Refer to Section 4.15.G for additional details on mitigation requirements and IEPs)*

In the case of hardship and the need to exceed the hard cap of 10 by one (1), if the teacher and principal agree to accept the overload, with the notification to and approval of the HEA president, then mitigation will be paid at the rate of \$25 per day.

For example, an EBC classroom with 11 students would be mitigated with two (2) additional aide hours (one for the 9th, one for the 10th student) and \$25 per day for the 11th student.



Steve Grubb
Chief Talent Officer
Highline School District

11/5/18
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Sue McCabe
HEA President
Highline Education Association

11/5/18
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Mitigation for Class Overages in Integrated Learning Centers (ILC)

Integrated Learning Centers (ILC):

For the duration of this agreement, should enrollment in an ILC classroom exceed the existing bargained student-to-teacher ratio of 8:1, one (1) hour of additional aide time shall be provided for both the 9th and 10th student. *(Refer to Section 4.15.G. for additional details on mitigation, supervision and IEPs)*

In the case of hardship and the need to exceed the hard cap of 10 by one (1), if the teacher and principal agree to accept the overload, with notification to and approval of the HEA president, mitigation will be paid at the rate of \$25 per day.

For example, an ILC classroom with 11 students would be mitigated with two (2) additional aide hours (one for the 9th, one for the 10th student) *and* \$25 per day for the 11th student.



Steve Grubb
Chief Talent Officer
Highline School District



Date



Sue McCabe
HEA President
Highline Education Association



Date

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School Improvement Grant Implementation


Implementation: During the implementation of the School Improvement Grant, HSD and HEA agree to negotiate any impacts on the current Collective Bargaining Agreement and/or wages, hours and terms and conditions of employment. HSD and HEA agree to engage in good faith problem solving and bargaining over matters related to the School Improvement Grant and agree further that elements of the SIG MOU, plan, program, or proposal that are subject to collective bargaining shall be implemented only upon the negotiated agreement of HEA and HSD.

Incentives and Rewards: The pool of money allocated to each school for incentives and rewards will be used for the purpose of providing incentives for teachers to work at SIG schools and rewards based on student growth goals. Rewards will be applied based on schools meeting the goals as determined by the staff and administrator and contingent upon the availability of SIG funds. Staff at each school will identify what is important to them as incentives and rewards from the following options: funds for supplies and/or materials, funds for student projects/rewards, stipends for certificated staff members who take on leadership roles at the school, additional opportunities for professional development, stipends for the entire staff, and signing bonuses for certificated staff.

Time (the following applies to SIG specific work):

- All mandatory professional development and/or instructional activities that occur outside of the normal work day or work year will be paid at per diem rate.
- If staff attendance is required, the work is deemed mandatory.
- If teachers/instructors are held accountable in performance evaluations for knowing the content and applying strategies from specific professional development, the professional development is deemed mandatory.
- If summer work/summer school is offered to SIG staff first then open to feeder schools and/or district wide, the work is deemed voluntary and will be paid at the contractual summer school rate.
- If a staff member is told they must be in attendance during summer school/summer work, the work is deemed mandatory.
- For mandatory, regularly scheduled extended work with students, teachers will be able to use sick leave.
- If absent for mandatory professional development, teachers are required to make up the professional development in order to receive per diem pay.
- Sick leave will be accrued based on their regularly scheduled hours.
- Substitutes required to work an extended day will receive a pro-rated amount of pay.

- Contractual language rates apply for all voluntary work during the school year and/or summer work.


Steve Grubb
Chief Talent Officer
Highline School District

11/5/18
Date


Sue McCabe
President
Highline Education Association

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Special Education Joint Committee

For the duration of the current collective bargaining agreement, the Highline Education Association (HEA) and Highline School District (HSD) shall establish an ongoing Joint Committee on Special Education to monitor special education issues and make recommendations to the joint bargaining team about mandatory subjects of bargaining including, but not limited to: alternative special education delivery models, staffing and workload issues, field period and the 4:1 or 3:1 service delivery model, curriculum, and stipend compensation to recognize additional work. The committee shall be comprised of an equal number of supervisory staff members appointed by the District Superintendent and non-supervisory certificated staff members appointed by the Association President.




Steve Grubb
Chief Talent Officer
Highline School District



Date



Sue McCabe
President
Highline Education Association



Date


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Support for IEPs Submitted for Safety Net Funding


For the duration of this agreement, the District shall offer a paid training opportunity each year for all special education staff in the safety net funding process and the drafting of compliant IEPs submitted for safety net funding.

The District shall offer paid work sessions outside the regular work day on an approximately once-per-month basis to support case managers in the drafting of compliant IEPs submitted for safety net funding, and the gathering of data to assess the progress of students under such IEPs.

The rate of pay for this work is identified in Appendix D.2.K.


Steve Grubb
Chief Talent Officer
Highline School District

11/5/15
Date


Sue McCabe
President
Highline Education Association

11/5/15
Date

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Secondary Conferences
Effective: 2018-20

In the interest of providing additional flexibility to secondary schools to meet the needs of their students and communities, the Highline School District and Highline Education Association agree that for the duration of the current agreement, Section 4.13 of the Collective Bargaining Agreement will be revised as follows.

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

- A. Elementary family/teacher conferences shall be scheduled for three (3) consecutive school days the week of Thanksgiving.
- B. Two non-student days will be scheduled for secondary family/teacher conferences: the Wednesday before Thanksgiving and the first Friday of the fourth quarter.
 - i. Teachers will conference with families for 3.5 hours after the regular school day on the day before the non-student day and for 3.5 hours in the morning of the non-student day. The remainder of the non-student day will be a non-workday for teachers as compensation for conferencing the previous evening.
 - ii. Actual conference dates may vary from the default plan described above (and marked as such on the school calendar) as schools will have the flexibility to meet the needs of families by conferencing before or after regular school days in the fall between the midpoint of the first quarter and the Thanksgiving break, and in the spring between the midpoint of the third quarter and ten (10) days after the end of the third quarter. The designated non-student day will be a partial or full non-work day for teachers for an equivalent number of hours that employees have conferenced at other times. The conference plan may include the same scheduled day for all teachers in the building or a plan in which different teachers are responsible for conferencing with families on different days. Each school's Shared Leadership Team (SLT) will propose to the staff when conferences will be held and a rationale for the date(s) selected. School staff will choose its preferred plan by majority vote, using a secret ballot if desired. The building's conference plan will be submitted to the District Chief Academic Officer and the Association President no later than October 15.



Steve Grubb
Chief Talent Officer
Highline School District

10/11/18
Date



Sue McCabe
President
Highline Education Association

10/11/18
Date