

Collective Bargaining Agreement

between

HIGHLINE EDUCATION ASSOCIATION

and

HIGHLINE SCHOOL DISTRICT 401



September 1, 2020 – August 31, 2022

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

1 **Section 1.4. Status of Agreement**

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

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

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

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

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

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

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

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

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

35
36 **Section 1.10. Contract Waiver:** In order to improve educational experiences for students
37 through creative, innovative or restructuring projects, the District and Association may
38 agree to waive specific provisions of this Agreement in accordance with the following:

39 A. Requests from a school or work site must be submitted on the Contract Waiver
40 Request Form. The completed form must be submitted concurrently to the
41 Superintendent or their designee and the Association President or their designee.

1 A waiver will be granted only if both the District and Association approve such
2 request.

3 B. A contract waiver request must include the following:

- 4
- 5 i. Reference to the specific provisions of the Agreement requested to be
6 waived;
 - 7
 - 8 ii. Rationale for the waiver;
 - 9
 - 10 iii. The specific beginning and ending dates for the waiver;
 - 11
 - 12 iv. Description of which employees would be affected by the waiver and how
13 they would be affected;
 - 14
 - 15 v. Description of how the decision to request the waiver was made and
16 evidence it reflects approval of the building administration and at least 80%
17 of those in the Association's bargaining unit at the school or work site (as
18 measured by secret ballot conducted by Association representatives);
 - 19
 - 20 vi. Description of the cost or budget impact of the waiver, if any; and
 - 21
 - 22 vii. Explanation of how the waiver, if granted, might affect other employees
23 outside of the school site and other operations of the District, if any.

24 C. The District and Association will adopt their own internal processes for review and
25 approval of waiver applications.

26 D. No Agreement waiver shall be granted for a duration of more than one (1) school
27 year, unless extended in writing by both parties, and no Agreement waiver shall
28 be granted for a duration that extends beyond the expiration date of the current
29 Agreement.

30 E. The Association and District agree that any waivers granted are not precedent
31 setting. The parties further agree that once the waiver has expired, all waived
32 provisions shall return to the status contained in the Collective Bargaining
33 Agreement at the time of the waiver's expiration.

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ARTICLE 2 ASSOCIATION RIGHTS

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.

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:

- 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.

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:

- 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.

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. There shall be no posting of literature by representatives of the Association on District

property other than as herein provided.

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

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

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

Section 2.5. Right to Information: Upon written request, the District shall furnish the Association data and information concerning the operations and financial resources of the district, including, but not limited to: annual financial reports and audits, tentative budgeting requirements and allocations, agenda and minutes of all board meetings held in open session, student enrollment; bargaining unit employee data on a monthly basis, including the name, assignment, work site, FTE, employee identification number, salary schedule placement, home address, work and home phone numbers, and email address of each employee; and any other information available in accordance with laws pertaining to the availability of district data. The District may charge a reasonable fee for any materials furnished.

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

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

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

B. Building administrators and Association representatives from the building are encouraged to meet at mutually agreeable times to discuss matters of mutual concern. Such individuals shall have no authority to reach decisions which would 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 and
3 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 be
8 granted release time for contractual work year up to a maximum of six consecutive
9 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 they 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 possible.
26 All additional requests which require a substitute must be submitted at least one
27 week in advance of the expected day(s) of absence. Additional release time and
28 exceptions to the advance notice may be granted by the superintendent/designee
29 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 required
34 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 appointed
38 officer of the National Education Association. This release time shall be in addition
39 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 and
44 national organizational dues and fees that are to be deducted in the coming school
45 year. Unless otherwise on file with the District, the Association shall provide the

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

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

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

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

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 their 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 their 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 pupils
10 assigned to them, will not be required to perform duties beyond the scope of their
11 employment, which are normally the responsibility of the police, fire or animal
12 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 their 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 member
19 conveyed at such a conference will not be given credence unless substantiated by
20 fact. District reports will not name the staff member until allegations can be
21 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. The
33 teachers will document this communication.

34 **Section 3.4. Student Behavior Support:** Student discipline and behavior support should
35 promote a safe and productive educational environment. Beyond this minimum baseline,
36 however, in Highline we aspire to support student behavior in a manner that is just,
37 equitable and intentionally anti-racist. Such a system requires effective implementation of
38 culturally-responsive student engagement; ongoing joint work of educators, families, and
39 communities at all levels of the system to identify and eliminate existing barriers and
40 practices that hinder equity; and instructional strategies that minimize exclusions of
41 students from educational environments.

42
43 The contract language below is not intended to be a complete description of the critical
44 elements of an effective, just and equitable system of behavior support. Such a system
45 must be embedded and reflected within the educational practices of educators working
46 individually and collectively to form, maintain and, when necessary, restore positive

1 educational relationships within the school. The provisions below are reminders of specific
2 legal rights currently existing under state law or protections that have been negotiated by
3 the District and Association for the benefit of staff and/or students.
4

5 A. Administrative/Designee Support: In buildings with a Dean or Assistant Principal,
6 the District will make every effort to ensure that at least one building administrator
7 is in the building at all times to address student discipline issues. Building
8 administrators shall designate a certificated staff member to provide discipline
9 support in the administrator's absence. If the designee is a classroom teacher,
10 prior arrangement will be made by the administrator to assure that the designee's
11 students are under the charge of another certificated employee during the
12 designee's absence from the classroom. On the second consecutive full day of
13 administrative absence, a substitute will be provided for the designee. The
14 substitute will remain in that position until the building administrator returns. The
15 designee in each elementary school will be provided with a stipend as indicated in
16 Appendix D.

17 B. Classroom Exclusions (RCW 28A.600.020, WAC 392-400-025, -330 and -335):
18 Although the District and Association are committed to implementing instructional
19 strategies that minimize exclusions of students from educational environments, the
20 parties recognize that each staff member has the right to exclude a student from
21 the staff member's classroom or instructional or activity area for behavioral
22 violations that disrupt the educational process while the student is under the staff
23 member's immediate supervision, subject to the following requirements:
24

- 25 i. The staff member must first attempt one or more other forms of corrective
26 action to support the student in meeting behavioral expectations, unless the
27 student's presence poses an immediate and continuing danger to other
28 students or school personnel, or an immediate and continuing threat of
29 material and substantial disruption of the educational process.
30
- 31 ii. The staff member must report the classroom exclusion, including the
32 behavioral violation that led to the classroom exclusion, to the principal or
33 designee as soon as reasonably possible.
34
- 35 iii. The staff member, principal, or designee must notify the student's parents
36 regarding the classroom exclusion as soon as reasonably possible.
37
- 38 iv. When a staff member administers a classroom exclusion on the grounds that
39 the student's presence poses an immediate and continuing danger to other
40 students or school personnel, or an immediate and continuing threat of
41 material and substantial disruption of the educational process, the staff
42 member must immediately notify the principal or designee; and the principal
43 or designee must meet with the student as soon as reasonably possible and
44 administer appropriate discipline.
45
- 46 v. The duration of the exclusion may be for all or any portion of the balance of
47 the school day, or up to the following two days, or until the principal or
48 designee and staff member have conferred, whichever occurs first.
49

- 1 vi. Each school's Shared Leadership Team will ensure that a system is
2 developed and in place to identify priority referrals for conferring versus a
3 referral where a conference is not requested. Priority referrals will include the
4 opportunity for a written response upon request.
5
6 vii. The "conferring" between the principal or designee and staff member should
7 include an opportunity, if requested by the staff member, for a genuine
8 dialogue at an educationally-appropriate time about the student's behavior
9 and the steps already taken, and those necessary to be taken, to successfully
10 restore positive educational relationships within the classroom. Restoring
11 relationships may, in appropriate circumstances, require the inclusion of the
12 student and/or other facilitators in the dialogue. In all cases, the parties have
13 a joint goal to minimize the loss of instructional activity and content due to the
14 classroom exclusion.
15
16 viii. When a student is excluded from the student's classroom or instructional or
17 activity area for longer than the balance of the school day, the school district
18 must provide notice and due process for a suspension, expulsion, or
19 emergency expulsion under state law.
20
21 ix. The school district must provide the student an opportunity to make up any
22 assignments and tests missed during the classroom exclusion.
23
24 x. A "classroom exclusion" does not include actions that result in missed
25 instruction for a brief duration when a staff member attempts other forms of
26 discipline to support the student in meeting behavioral expectations, and the
27 student remains under the supervision of school personnel during such brief
28 duration.
29
30 C. Communication: Effective student behavior support requires several types of key
31 communications.
32
33 i. The building principal and staff members shall confer once per year, or more
34 frequently as needed, to develop and/or review building disciplinary standards
35 and uniform enforcement of those standards. This review shall include the
36 District's student discipline policies and procedures. Every employee shall be
37 given a written copy or directed to the electronic copy of the school and District
38 policies/standards. This review may occur during PCT, DID or staff meetings.
39
40 ii. Every building shall have a system for informing staff members of student
41 behavioral history, behavioral incidents, intervention plans and safety plans
42 whenever there is a legitimate educational need for staff to use this information
43 to form safe and positive educational relationships with students. The principal
44 at each school shall ensure there is a system in place that identifies staff
45 members who are recipients of, and responsible for sharing, such information
46 as well as appropriate timelines and methods for doing so. Such systems shall
47 account for the critical need for such information during transitions of students
48 between schools and programs. All staff members shall respect the legal
49 confidentiality of student records and information related to the behavior.
50

1 D. Response to Violent Incidents: An effective, just and equitable system of behavior
2 support will seek to minimize violent student behaviors. When such behaviors
3 nevertheless occur:

4
5 i. School personnel may use reasonable physical force as necessary to maintain
6 order or prevent a student from harming themselves, other students, school
7 personnel or property (WAC 392-400-825). A staff member may and should
8 request available assistance if circumstances necessitate the bodily removal of
9 a disruptive student in order to safeguard the health and safety of others.

10
11 ii. The principal shall be responsible for ensuring each school has documented
12 plans for responding to unanticipated and reasonably-anticipated situations in
13 which a student needs to be deescalated and other students are removed from
14 the classroom or instructional area in order to protect them and facilitate de-
15 escalation of the student. Such plans shall be responsive to the possibly evolving
16 needs and patterns of particular students; accommodating to the physical and
17 emotional needs of staff members involved in such incidents; and thoughtful
18 about the potential need to communicate with staff and the families of students
19 witnessing such incidents. All staff members shall respect the legal confidentiality
20 of student records and information related to the behavior.

21
22 iii. See also Section 3.12 regarding supports for staff members subject to assaults
23 and property damage.

24
25 E. Other Provisions:

26
27 i. Staff members shall receive, as soon as possible, a written or oral response and
28 assistance from the building administrator when disciplinary support is requested.

29
30 ii. The building principal and/or counselor will communicate and collaborate with
31 involved staff members regarding transfers of students from one
32 classroom/school to another classroom/school when such transfers are made
33 because of problems in communications between student and teacher, or
34 because of a student disciplinary problem or when it is in the best interest of the
35 student. When the communication is given orally, a written response shall be
36 provided by the building principal/designee upon request.

37
38 iii. No staff member shall be required to search a student's person or belongings.

39
40 iv. The District will provide all teachers new to Highline with mentoring and/or training
41 in Highline's approach to student behavior support.

42
43 **Section 3.5. Students with Individualized Educational Programs (IEPs) and**
44 **Students who are English Language Learners**: The District shall provide each staff
45 member with an updated copy of the District special education guidelines and procedures.
46 Before a student is to be mainstreamed from a special education or English Language
47 Learner class into a specific general education class, the receiving classroom teacher is
48 to be informed and permitted to participate in the multi-disciplinary team process regarding
49 the appropriateness of the class for the student.

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

- 1 B. While the staff member must be free to teach, the staff member must always be
2 concerned that there will be no infringement upon the freedom of those students
3 the staff member serves.
- 4 C. Within District goals and objectives, staff members shall be responsible for
5 determining daily methods and materials to be used in the instruction of the
6 students in their charge. If District approved materials are used consistent with
7 District goals and objectives, staff members will be supported in their choice of
8 materials.
- 9 D. Standardized test results of academic progress of students shall not be used in an
10 improper manner to evaluate the quality of a staff member's service or fitness for
11 retention.

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

- 15 A. Employees shall have the right to review the contents of their personnel file during
16 office hours, but during the employee's non-instructional time or non-duty hours.
17 Materials reviewed by the employee and judged to be either derogatory to the
18 employee's conduct, service, character or personality may be answered by the
19 employee in writing. Such written responses shall become a part of District
20 personnel records. Any derogatory statement regarding an employee by a parent,
21 student or lay person which is to be placed in the employee's personnel file will be
22 called to the attention of the employee at the time of such placement. The
23 employee shall have the opportunity to attach a written response to any such
24 statement.
- 25 B. Staff members may request material of a complimentary nature be placed in their
26 personnel file maintained by the District Human Resources Department.
- 27 C. With the exception of personal evaluations as required by this Agreement and state
28 law, a staff member may request removal of the material judged by the staff
29 member to be derogatory, discriminatory or prejudicial to the staff member's
30 conduct, service, character or personality. The District reserves the right to make
31 final determination regarding material to be retained unless a court of competent
32 jurisdiction determines otherwise. However, should the staff member request
33 removal of material judged by the staff member to be derogatory, discriminatory or
34 prejudicial to the staff member's conduct, service, character, or personality and
35 such material has been in the file five (5) years or more and is mere allegation
36 which has never been substantiated, such material shall be removed.
- 37 D. All pre-employment information and credentials relating to the staff member
38 signing a contract with the District will be retained by the District as a separate file
39 and will not be available for review by the staff member. If requested by the staff
40 member, confidential pre-employment information which is in the possession of
41 the District will be returned or destroyed when the employment process is
42 completed.

43 **Section 3.9. Electronic Signatures:** The district and the association will develop mutually

1 agreed upon protocols and procedures for electronic signatures in lieu of paper signatures
2 as legal and appropriate.

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

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

11 **Section 3.12. Assault Response Protocol and Damage to Personal Property:** The
12 District and Association shall collaboratively develop in labor management meetings and
13 annually publish an assault response protocol describing the steps that should be taken at
14 a school when a staff member is assaulted. The protocol shall include response and
15 support for both the staff member and any involved student, including appropriate
16 disciplinary action, due process, and restorative steps for students impacted by the
17 incident. The assault protocol shall be included in handbooks and other commonly-
18 referenced resources available to staff and administrators.

19
20 When students damage personal property in assaultive or violent incidents, the District
21 shall reimburse staff members up to \$500 for out-of-pocket expenses not covered by other
22 insurance for damaged clothing, items of personal need (e.g., eye glasses), and other
23 personal property. In no school year shall the District's liability exceed \$10,000 under this
24 particular paragraph.

25 **Section 3.13. Disruptive Visitors:** Communication with families is a critical support for
26 the educational growth of students. Consistent with that need, parents and guardians have
27 a statutory right, within the guidelines of district policy, to access their child's classroom
28 and/or school sponsored activities for purposes of observing class procedure, teaching
29 material, and class conduct, provided that such observation shall not disrupt the classroom
30 procedure or learning activity. See Board Policy 4200 and Administrative Procedure
31 4200P. Staff members should seek administrative assistance whenever a parent,
32 guardian or other school visitor becomes either verbally or physically abusive and may
33 ask for such visitor to be removed or restricted from the staff member's classroom or
34 workstation.

35 **Section 3.14. Interpretation:** The District will continue to provide interpreters for
36 meetings, as needed. Bilingual teachers/ESAs may not be asked to serve as interpreters
37 for IEP meetings, disciplinary meetings, or other meetings for which an interpreter is
38 needed unless documented steps have been taken to schedule an interpreter and no other
39 interpreter was available. In that case, a teacher/ESA may agree to provide interpretation,
40 but may not be required to do so. Compensation for interpretation, either due to additional
41 time or additional responsibility, will be provided at the Extra Duty Rate identified in
42 Appendix D.

43 **Section 3.15. Breaks for Lactation/Expression of Milk:** The District shall provide
44 reasonable break time and a specific location for employees to express breast milk for up

1 to two years after a child's birth, each time the employee has need to express the milk. The
2 district shall work with the employee to identify a convenient location and work schedule to
3 accommodate their needs. The location provided shall be private, and seating will be
4 provided, along with adequate light, and a working electrical outlet. The location will not be
5 a bathroom unless the bathroom can be modified to meet the aforementioned criteria and
6 the employee agrees it is appropriate, without repercussion if they do not.
7

**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 they 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 their 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 following
6 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 instructional
10 day. Administrators are encouraged to end morning staff meetings at least ten
11 (10) minutes before the instructional day begins. Staff meetings will be scheduled
12 so that no staff member shall be required, except in emergencies, to attend more
13 than one (1) staff meeting in any one calendar week. Building administrators are
14 encouraged to conduct staff meetings, as much as possible, within the work day;
15 however, if it is necessary for the staff meeting to exceed the normal work day,
16 staff members will not be required to remain beyond the normal work day for more
17 than forty-five (45) minutes unless the principal chooses to use flex hours
18 described in Section E above, and provides at least one week's advance notice of
19 the extended length; in no case shall the extended length be more than seventy-
20 five (75) minutes beyond the normal work day. Principals may not hold individual
21 staff members beyond the contract day and attribute the time to staff meetings.
22 Principals will encourage staff participation by allowing all staff to generate agenda
23 items and work collaboratively to create a balance of topics. HEA and HSD
24 recognize that a range of issues will be covered at staff meetings including building
25 operations (nuts and bolts), collaboration among staff teams and professional
26 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 use
37 of Professional Collaboration Time (PCT) as described in Section 4.4 below. Association
38 representatives and principals will affirm annually that these discussions have occurred.
39

40 **Section 4.3. Non-Instructional Time and Class Coverage:** Elementary teachers shall
41 be provided with a minimum average of one hundred five (105) minutes of
42 non-instructional time each work day, exclusive of lunch and recesses, which includes
43 planning time and thirty (30) minutes before and the thirty (30) minutes after the student
44 instructional day. Elementary students (K-5) will be provided two hundred twenty-five
45 (225) minutes per week of instruction by specialists/librarians. Non-elementary teachers

1 shall be provided with a minimum of one hundred twenty (120) minutes of non-instructional
2 time each work day, exclusive of lunch and recesses, which includes planning time and
3 the thirty (30) minutes before and the thirty (30) minutes after the student instructional day.

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

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

9 A. Each school's Shared Leadership Team (SLT) will gather input from the
10 certificated staff to consult with the principal regarding the content, type, and format
11 of professional collaboration time.

12 B. PCT will be allocated as follows:

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

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

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

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

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

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

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

9 **Section 4.5. Equitable Class Coverage:** The building administrator will ensure equitable
10 assignment of teachers when covering classes for absent teachers. Annually, the Shared
11 Leadership Team will work with the building administrator(s) to develop a plan for in-house
12 class coverage. These plans will be submitted to the Executive Director of Human
13 Resources and the HEA President no later than October 15 to ensure the coverage plans
14 are structured for equity and transparency.

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

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

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

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

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

- 43 iv. Added responsibility: Staff members who are asked by the principal or
44 designee to take on more responsibility than required by the contract shall
45 be paid for up to five hours of extra responsibility (at the extra duty rate).

1 No additional hours need be worked. If two or more teachers combine to
2 cover for one missing substitute, the combined time paid will not exceed
3 five hours.

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

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

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

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

- 23
24 A. A separate desk with adequate drawer space and a serviceable chair shall be
25 provided for each staff member.
- 26 B. The District will provide suitable and secure space for each staff member to store
27 personal articles and instructional materials.
- 28 C. Teaching personnel shall be provided with a copy of the text(s) they are required
29 to use for instruction in assigned subjects.
- 30 D. The building administrator will schedule appropriate workspace in cooperation with
31 itinerants assigned to the building.
- 32 E. Staff members will have access to a computer in their workspace. Telephone
33 facilities shall be made available to staff members for their reasonable use;
34 however, school district business shall have first priority. Personal long-distance
35 calls shall be made only in emergencies, and at the staff member's expense.
- 36 F. Each staff member's work area shall be provided with adequate heat, light and
37 ventilation, consistent with all applicable state laws and regulations. The district's
38 environmental/air quality policies and procedures will be shared with all members
39 annually. Buildings will have extreme temperature plans that will be shared with all
40 staff annually.
- 41 G. The District will make a reasonable effort to maintain clean classrooms and other
42 learning areas. Whenever possible, pest control and other major maintenance

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

6 H. Each building will provide appropriate space designated for use by speech
7 language pathologists (SLPs), occupational therapists (OTs) and physical
8 therapists (PT). Building administrators will communicate plans for therapy spaces
9 to impacted staff at least fourteen calendar days (14) prior to the beginning of the
10 school year. For a space to be considered appropriate, it must include the following
11 criteria/materials:

- 12 i. Sufficient in size for both individual and small group therapy to be conducted
13 and accessible for all students;
- 14 ii. An educator desk/table, chair and locking filing cabinet;
- 15 iii. Locked storage space for equipment and/or materials;
- 16 iv. Student table(s) and chair(s);
- 17 v. Chalkboard/whiteboard and mat;
- 18 vi. A door that can be locked for security and closed to provide privacy for
19 students during therapy
- 20 vii. It is acceptable for the space to be shared, so long as schedules can be
21 arranged to ensure 1) privacy and confidentiality of student information during
22 staff work time and 2) student therapy time does not overlap between staff
23 members.

24 I. When school is not in session, a staff member will have access to assigned
25 building(s) upon approval of the building principal and consistent with District
26 security requirements.

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

30 K. The District will make available in each school restroom facilities exclusively for
31 non-student use.

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

34 M. Each school shall develop processes, procedures, and/or materials to protect the
35 privacy of students and staff utilizing the nurses' office or any other space where
36 health information is discussed.

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- 1 N. The District shall be responsible for determining unsafe and hazardous conditions
2 under which staff shall not be required to work, consistent with all applicable state
3 laws and regulations. A copy of the District's emergency and safety policies and
4 procedures will be distributed annually and/or included in each school's staff
5 handbook
- 6 O. For any classrooms or other worksites in which lab sciences or industrial/technical
7 classes are taught, the following guidelines will apply:
8
9 i. Such classrooms will provide sufficient space for the curricular activities to
10 be conducted in a safe manner.
11
12 ii. The District will provide and require the use of necessary safety equipment
13 consistent with the Science Classroom Safety Guidelines from the
14 Department of Health and OSPI, as well as federal OSHA regulations.
15
16 iii. A Highline Schools Laboratory Safety Standards and Hygiene Plan will be
17 developed and updated at least every other year. After being developed,
18 the most recent version of the plan will be provided annually to each middle
19 school and high school science teacher.
20
21 iv. The District will provide all necessary and appropriate training in order to
22 meet and fulfill the requirements set forth by applicable laws and the
23 Highline Schools Laboratory Safety Standards and Hygiene Plan.
24
- 25 P. In order to provide efficient school operation and a climate of collaboration, each
26 school's Shared Leadership Team will address, or establish a Safety Committee
27 to address, tasks including, but not limited to:
28
29 i. Develop and recommend a school safety plan;
30
31 ii. Review and support Highline Public Schools Disaster and Emergency
32 Preparedness Plan;
33
34 iii. Make maintenance recommendations to the principal.
35

36 **Section 4.9. Office Equipment:** Office duplicating equipment, copy machines and clerical
37 services shall be made available to staff members for preparation of instructional materials
38 subject to scheduling and priority as determined by the building principal. A copy machine
39 shall be maintained in each school. All employees shall be provided training and allowed
40 to use office duplicating and copy machines for school related business. The District
41 accepts the responsibility for upgrading and providing instructional equipment and
42 facilities.
43

44 **Section 4.10. Classroom Interruptions:** A reasonable effort will be made by building
45 administrators to minimize public address system and personnel interruptions of the
46 classrooms during the instructional day.
47

48 **Section 4.11. Visitors:** All visitors to a classroom during the instructional day, other than
49 District personnel, are required to obtain prior approval from the building principal. Prior

to granting approval for such a visit, the principal will make arrangements with the teacher for a specific time, which is convenient for the involved parties. The teacher should verify that approval for the visit has been granted. If electronic monitoring or recording devices are to be used by the visitor during an observation/conference, prior approval from the principal and classroom teacher is required. The teacher may avail themselves of the opportunity to confer with the visitor before and following the observation.

Section 4.12. Shared Leadership: The District and Association endorse the concept of shared leadership as the preferred manner in which to make many building decisions and/or recommendations to staff and principal. Each school will elect representatives to work with the principal on a Shared Leadership Team. The Principal and HEA representative(s) will work together to develop an election process to select the HEA members of the Shared Leadership Team. The election process will be clearly defined in writing and explained to all staff. The election will be by ballot and conducted by HEA representatives in a fashion to ensure maximum participation by staff. In addition, other more specific distributive leadership groups may also be necessary on a site-by-site basis. These groups will connect, communicate, and cooperate with the Shared Leadership Team.

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

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

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

- i. On or before September 15, the district and the association shall notify principals and building representatives of the availability of support for shared leadership. To access these funds, the principal and building representative(s) will jointly submit in writing their interest by November 15th to both the Human Resources Director and the HEA President. If ten or fewer buildings apply, all buildings with the support of both the principal and the building representative(s) will be selected.
- ii. Leadership teams may request assistance from outside consultants or internal experts about issues such as building consensus, clarifying roles and developing a shared vision. A joint, ad-hoc committee will develop a menu of consultants, internal experts, or trainings that schools can access.

- 1 Schools that have not accessed release time will receive priority
2 support/assistance.
- 3 iii. Leadership team decisions may not violate negotiated contracts, school
4 board policy, school board procedures, or state and federal statutes.
- 5 C. The bargaining team will have ongoing discussions regarding the following:
- 6 i. Clarify the type of decisions that the shared leadership teams can actually
7 decide upon.
- 8 ii. Provide ongoing evaluation of the effectiveness of Shared Leadership.
- 9 iii. Explore training options in support of shared decision making.
- 10
- 11 D. Staff on Shared Leadership Teams will be paid a stipend as per Appendix D.
- 12 E. Each Shared Leadership Team shall determine what issues will be addressed.
13 However, each leadership team will address the following either directly or through
14 delegation to sub-committees or other distributive leadership groups
- 15 i. All employees will be notified of the amount and provided opportunities for
16 input of expenditures of funds available to the building. When an employee
17 wants information about their budget requests, the building administrator
18 or designee will provide a status report.
- 19 ii. Discuss possible uses of District Initiative Days, per Article 11.2.C.
- 20 iii. Implementation of Annual Action Plan
- 21 iv. Development of discipline referral system, per Article 3.4.H.
- 22 v. Coordinate staff presence at critical meetings, duties or events at school,
23 per Article 4.1.A
- 24 vi. Gather and communicate input regarding the content, type, and format of
25 professional collaboration time, as well as determine the use of
26 professional collaboration time, per Articles 4.4.A and 4.2, respectively.
- 27 vii. Develop, recommend, and review a system of equitable class coverage,
28 per Article 4.5.A.
- 29 viii. Develop, recommend, and review a school safety plan, per Article 4.8.O
- 30 ix. Propose and hold a vote on a Secondary family/teacher conference plan,
31 per Article 4.13.B.ii.
- 32 x. Determine use of leftover funds related to a lack of consensus for ELL Plan,
33 per 4.17.D.
- 34 xi. Develop Advisory structures and instructional supports, per Article 4.20.

1 xii. Determine the expenditure of the site's Middle School Extra Curricular
2 Salary Schedule, Elementary School Extra Curricular Salary Schedule,
3 Building Curriculum Fund, and Building Improvement Fund, per Appendix
4 D.1.B, D.1.C, D.2.N and D.2.Y, respectively.

5 F. The Shared Leadership Team will annually develop and communicate detailed job
6 descriptions of the purpose, workload, and compensation of distributive leadership
7 groups, including the process by which each distributive leadership groups'
8 members will be determined, such as application, election, volunteering, or some
9 combination

10 i. Different distributive leadership groups will have varying scopes of
11 workload, time commitment, and/or responsibilities, some of which may be
12 within and some of which may be in excess of basic salary, professional
13 learning expectations, and use of flex time.

14 ii. With this understanding, each site's Shared Leadership Team will determine
15 the allocation of resources (e.g. extra service contracts, stipends, release
16 time, etc) to certificated staff serving on distributive leadership groups,
17 including any compensation accessible through the language in Appendix
18 D and/or other available funds.

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

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

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

26 i. Teachers will conference with families for 3.5 hours after the regular school
27 day on the day before the non-student day and for 3.5 hours in the morning
28 of the non-student day. The remainder of the non-student day will be a non-
29 workday for teachers as compensation for conferencing the previous
30 evening.

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

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

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

ii. Conferences will be budgeted at twenty (20) minutes in length each, and will include the third grade teacher and principal or "designee" (e.g. interventionist, assistant principal, etc.) to allow staff to build early relationships with the family and learn about students before the end of the year.

iii. Extra service payments for the additional conferences will be calculated based on the actual conferencing time incurred, even if it exceeds the budgeted amount.

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

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

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

i. In September, each special education employee shall receive advanced payment for fifteen (15) hours of time at the extra-duty pay rate.

ii. Staff will be paid on a monthly basis for any timely IEPs written in excess of ten (10). This is in addition to the September payment. Any out of compliance IEP of a new move-in student completed within 30 day validation window will be compensated. If an IEP deadline is not met due to extenuating circumstances beyond the staff member's control, the IEP case manager may submit a request for consideration of payment to the director of Special Education along with documentation and building administrator's signature. The request for consideration shall be submitted within 30 days of the IEP deadline and after IEP is completed. Reasonable requests will be honored.

iii. Additional compensation may be granted for extenuating circumstances at the discretion of the director of Special Education.

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

i. In September each above employee shall receive advance payment for fifteen (15) hours of time per employee FTE at the extra-duty pay rate for

- 1 participation and contributions to IEP goals and objectives.
- 2 ii. Staff will be paid on a monthly basis for any IEPs written in excess of ten
- 3 (10). This is in addition to the September payment.
- 4 iii. If an in-district IEP is not completed in time to qualify it for funding, the
- 5 special education administrator will consult with the IEP manager to
- 6 determine a plan to complete the IEP. If there is reasonable concern that
- 7 it will not be completed in a timely fashion, then the District offer the IEP to
- 8 another qualified staff member.
- 9 iv. Additional IEP compensated time may be granted by the director of special
- 10 education (but not to exceed .2 times the number of that employee's
- 11 students with IEPs).
- 12 C. Adaptive P.E. Teachers: Adaptive P.E. teachers shall have a total of .50 hours of
- 13 release time and/or compensation per student with an IEP to prepare for and/or
- 14 attend annual IEP conferences. Release time will be from student contact hours.
- 15 Substitute time shall be provided upon request of the employee. Additional IEP
- 16 release time may be granted at the discretion of the director of instructional support
- 17 services (but not to exceed .2 times the number of that employee's students with
- 18 IEPs).
- 19 D. All IEP's shall be renewed annually. Teachers of early childhood education and
- 20 secondary deaf and hard of hearing shall consult with the director of special
- 21 education to determine the need for spring IEP's. In the event that the Special
- 22 Education Department shall institute procedures for formal spring updates of IEPs,
- 23 special education teachers shall have an additional half (1/2) hour per student for
- 24 this purpose.
- 25 E. Co-Teaching: A co-teaching assignment is defined as a class taught in a shared
- 26 classroom with a general education teacher and a special education teacher in
- 27 order to take advantage of the expertise each professional brings to the
- 28 partnership. Co-taught classes will be intentionally structured to maintain the Least
- 29 Restrictive Environment (LRE) for students with IEPs.* The District will ensure the
- 30 availability of ongoing training for all teachers who are co-teaching. Whenever
- 31 possible, building schedules will be developed to provide common planning time
- 32 for teachers who are co-teaching a class.

33 **Section 4.15. Student Enrollment and Staff Allocation**: In planning for each school

34 year the District shall allocate classroom staff members to each building (allocations are

35 subject to modification for innovative educational programs as approved by the

36 Superintendent or designee upon recommendation of the principal after consultation and

37 planning with staff members based upon each building's estimated average yearly

38 enrollment, using the following formulas:

39 A. Elementary Schools (K-5)

- 40 i. Kindergarten staff members will be allocated to each building by dividing
- 41 the building's average yearly kindergarten enrollment by twenty-three and
- 42 one-half (23.5) carried out to the nearest half-staff member.
- 43
- 44 ii. Primary (grades 1-3) staff members will be allocated to each building by
- 45 dividing each building's first through third grade average yearly

1 enrollment by twenty-four (24), carried out to the next highest full staff
2 member (rounded up from .5).

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

7 iv. Resource Room students (K-5) shall be counted in regular classrooms as
8 1.0 FTE regular students for allocation purposes.

9 B. Secondary Schools (6-12)

10 i. Middle School staff members will be allocated to each building by dividing
11 the Middle School's average yearly enrollment by twenty-eight (28) carried
12 out to the nearest half-staff member.

13 ii. High School staff members will be allocated to each building by dividing
14 the High School's average yearly enrollment by twenty-eight and one half
15 (28.5) carried out to the nearest half-staff member.

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

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

29 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)	25:1
Realistic Transition Program (RTP)	25:1
Self-Contained Classrooms – Integrated Learning Centers (ILC)	8:1
Community Based Services (CBS)	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

- ii. Staffing for Learning Resource Centers (LRC) will be rounded up to the nearest 0.5 FTE.

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

District Program	Instructional Assistant Time (in HRS) per Certified FTE
Early Childhood Special Education	12
Integrated Kindergarten (IK)	14
Learning Resource Centers (LRCs)	4
Self-Contained Classrooms – Integrated Learning Centers (ILC)	14
Intensive Academic (IAC) Program	
• Primary (Grades K-3)	14
• Intermediate & Secondary (Grades 4-12)	7
Community Based Services (CBS)	14
Self-Contained Classrooms - Emotional and Behavioral Center (EBC)	14
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
The Realistic Transition Program (RTP) will be allocated 16 hours of Instructional Assistant time for the program, not tied to Certified FTE.	
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 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

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. Learning Centers (ILC), Emotional and Behavioral Center (EBC), Deaf and Hard of Hearing (DHH) and Intensive Academic Centers (IAC), Early Childhood Special Education (ECE), Community Based Services (CBS), and Realistic Transition Program (RTP):

- i. When a DHH 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 7 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.

- 1 iv. Should enrollment in an ILC, CBS, or EBC classroom exceed the
2 negotiated student-to-teacher ratio of 8:1, mitigation will be provided as
3 follows.
- 4 a. ILC, CBS, and EBC classrooms may include a 9th or 10th student without
5 mitigation, so long as all 14 paraprofessional hours are in place.
- 6 b. In the case of hardship and the need to exceed the hard cap of 10 by
7 one (1), if the teacher and principal agree to accept the overload, with
8 notification to and approval of the HEA president, mitigation will be paid
9 at the rate of \$25 per day
- 10 c. For example, an ILC classroom with 11 students would be mitigated with
11 two (2) additional aide hours (one for the 9th, one for the 10th student)
12 and \$25 per day for the 11th student.
- 13 v. For Deaf and Hard of Hearing classes, if IEPs exceed seven (primary or
14 preschool), ten (intermediate) or eleven (secondary), then more certificated
15 staff time will be allocated.
- 16 vi. Intensive Academic Center (IAC): In the case of hardship and the need
17 exists to exceed student ratio of 13 by one, and the teacher and principal
18 agree to accept the overload, with the notification and approval of the HEA
19 President, then one (1) additional hour of IA time will be allocated or
20 teacher will receive \$15 per day. If compensation is chosen, the
21 compensation will be enacted following a 10-day grace period and
22 retroactive to the first day that the overage occurred.
- 23 vii. Should enrollment in ECE classrooms exceed the negotiated student-to-
24 teacher ratios of 12:1 (8 students with IEPs and 4 typically developing
25 peers), the preferred mitigation for class size overages in ECE classrooms
26 is to create a new classroom to accommodate increased student load.
27 When this is not possible due to lack of teaching space or the inability to
28 hire qualified staff, the following shall be implemented:
- 29 a. Mitigation for class size overages shall be paid at the rate of \$15 per day
30 for one student over the established student-to-teacher ratios described
31 above to reflect 9 students with IEPs and 4 typically developing peers.
- 32 b. Mitigation is calculated separately for AM and PM sessions. For
33 example, if a teacher is over by one student in the AM session and one
34 student in the PM session, the teacher is entitled to a total of \$30
35 mitigation each day. If the teacher is over by one student in either the
36 AM or PM session only, \$15 dollars is paid in mitigation.
- 37 c. In the case of hardship and the need to exceed the hard cap of 9 by
38 one, and, if the teacher and principal agree to accept the overload, with
39 notification to and approval of the HEA President, the teacher will
40 receive an additional \$25 per student per day in addition to the stated
41 mitigation of \$15 per student per day for the ninth student. For example,
42 if a teacher has a ninth student in an AM classroom, and a ninth **and**
43 tenth student in a PM classroom, the mitigation would be \$15 + \$15 +
44 \$25 = \$55 per day

d. 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.

viii. 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. Paraprofessional support will be allocated based on a two to one (2:1) student to paraprofessional basis.

ix. Should enrollment in the Realistic Transition Program (RTP) exceed the negotiated ratio of 25:1, mitigation will be provided beginning with the 26th student, following the LRC mitigation model outlined in Section 4.15.F.

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.

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

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

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

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

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

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- L. Speech-Language Pathologists (SLP): The District will allocate FTE for Speech-Language Pathologists so as to provide an average caseload of 44:1 (using the February 1 caseload count from the previous school year). Individual caseloads may vary above or below 44. The SLP designee and special education administrator will determine assignments after consultation with the SLPs. An additional 1.2 FTE will be allocated to support Child Find. An additional .2 FTE will be allocated to support the "SLP Designee" leadership position(s). Staffing for SLPs will be rounded up to the nearest 0.5 FTE in order to facilitate hiring to fill vacancies.

- M. Occupational and Physical Therapists: The district will allocate FTE for Occupational and Physical Therapists (OTs/PTs) so as to provide an average caseload of 31:1. Individual caseloads may vary above or below 31. The OT/PT designee and special education administrator will determine assignments after consultation with the OT/PTs. An additional .6 FTE will be allocated to support Child Find. An additional .2 FTE will be added to support the "OT/PT Designee" 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: 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 six social workers. The District will maintain one audiologist.

- P. Assistive Technology: The District will allocate .6 FTE for the purpose of facilitating implementation of assistive technology.

1 Q. Early Childhood Extended Day: The District will allocate a minimum of 1.0 FTE, up
2 to 2.0 FTE (based on student need), for the purpose of supporting the Early
3 Childhood Extended Day Program. This teacher will develop the program and train
4 the paraprofessional staff to implement the program. Paraprofessional staff will be
5 allocated at a 2:1 model.

6 R. Loss of Funding: In the event of a double levy failure or significant change in state
7 or federal funding, the Association and the District shall meet to agree to an
8 equitable reduction in force of counselors, librarians, psychologist, speech
9 language pathologist, occupational therapist, physical therapist, nurses, social
10 workers, and audiologist.

11
12 **Section 4.16. Class Size and Workload**: Each week during September, the Human
13 Resources Department, in conjunction with each building, will review and monitor student
14 and staff counts. Additional certificated staff will be allocated as quickly as possible. The
15 Human Resources director shall meet to review initial staff allocations and student counts
16 with the Association by the 8th student day. Adjustments to staff allocation will be provided
17 to the Association president weekly. Staff member allocations for each building, consistent
18 with the above formulas, will be established within two (2) working days of the October
19 state enrollment count date of each year. Adjustments after that date will be determined
20 monthly by the director of Human Resources consistent with the above formulas.

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

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

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

	Students Per Staff
Kindergarten	23:1 per day
Primary (grades 1-3)	24:1 per day
Intermediate (grades 4-5)	27:1 per day

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

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

1 student to teacher ratio of 29:1 (145 per day) with individual class capacity
2 limited to 32 students. PE classes will be at a student to teacher ratio of
3 33:1 (165 per day) with individual class capacity limited at 36.

4 **Section 4.17. English Language Learners – Elementary Schools:** Elementary schools
5 will serve the English Language Learners (ELL) in their service areas. The District will
6 provide timely and appropriate training in ELL teaching methods, including initial training
7 for new hires and transfers. The following applies to grades 1-5:

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

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

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

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

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

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

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

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

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

36 A. Elementary Level: Student enrollment will be counted on October 1 for purposes
37 of addressing class size overload. When a student is mainstreamed for .5 or above,
38 the student shall be counted on both the general education and special education
39 (e.g. DHH, EBC, IAC, ELL) teachers' rosters. Students who are pulled out of the

1 general education classroom for instructional support are not deducted. Any
2 combination or split-grade class shall be at least one (1) student less than the
3 equivalent regular class. Beginning on October 1 of each year the district will assign
4 compensation or paraeducator hours to mitigate class size overload as indicated
5 below. HSD will exhaust all practical options to maintain class size limits established
6 by Section 4.16, Class Size and Workload, Paragraph C; however, if overloads are
7 necessary to avoid balancing of students to another school the following applies:
8

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

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

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

15 iv. In extreme hardship cases, and after consultation with the HEA President,
16 a teacher may agree to take a fourth student over class size, and the
17 teacher will receive \$25.00 per day for the four extra students for each day
18 that an overload for of four students exists.

19 v. Prior to October 1, the building principal will consult with teachers
20 anticipated to have counts two or three students over the class size limits
21 regarding the option of paraprofessional support. If four or more teachers of
22 those teachers (in increments of four teachers) would prefer to have one
23 hour each of paraprofessional support in lieu of financial mitigation, that
24 option shall be provided by the District. The district reserves the right to
25 assign paraeducator time when and where necessary, provided that if more
26 teachers are overloaded than paraeducator time is to be assigned, the most
27 senior teachers may choose first whether to receive paraeducator time or
28 financial mitigation.

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

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

37 iv. In the event two or more teachers share an elementary classroom that
38 qualifies for class size mitigation pursuant to Section 4.19.A. (e.g. due to
39 departmentalization or Dual Language), the mitigation funds for that class

shall be split proportionally between the teachers, based on the average time per day spent with that class of students

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

- i. Principals will work to meet the above class size limits. All options aimed at reducing individual class overages will be exhausted before allowing an exception to class size.
- ii. Exceptions to individual class size will be mitigated by payment to adversely affected teachers of \$2 per student over class limit (32, or 36 for PE) per day.
- iii. Exceptions to student load limits will be mitigated by payment to adversely affected teachers of \$10 per student per day over the student load limit. Note: If a teacher has three periods with classes one student over the class size limit and exceeds the student load limit by one student the teacher receives \$14 per day (\$2 for two of the students and \$10 for the third student).
- iv. Schools opting for an alternative schedule (block) will use the student load cap formula for mitigation.

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

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

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

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

Advisory teachers will be provided with time, within contractual parameters, for Advisory planning/collaboration (e.g. administratively-directed Professional Collaboration Time (PCT), staff meeting time and/or other as determined by the SLT/Advisory committee). The District will ensure that an optional comprehensive curriculum is available for teachers to use to address the Advisory goals. This curriculum shall include sets of daily lesson plans for optional use that address that are sufficient to support all four district-wide outcomes for Advisory.

Section 4.21. Outdoor Education at Camp Waskowitz and Waskowitz Environmental Leadership Service (WELS): While supervising students at Camp Waskowitz, the following will apply:

- A. Teacher attendance for meals and meal programs will be rotated except for dinner on the first day of camp.
- B. Teacher responsibility for activities before 9:00 am and after 4:00 pm will be rotated where appropriate. Teachers are expected to attend campfires and be available for emergencies with their students. Teachers shall have at least 90 minutes of duty free time between 4 pm and 9 pm.
- C. Teachers will have at least 30 consecutive minutes of time available for planning lessons during the instructional day (between the hours of 9 am and 4 pm).
- D. On days when learning activities extend beyond three hours, teachers may request 30 minutes of duty free time during the instructional block. The request shall be granted if the teacher and their class is within the 30 acres of Waskowitz. If the teacher chooses to be outside the 30 acres, the request shall receive serious consideration.
- E. Teachers who wish to return home for a single overnight stay may submit a request to the site administrator within a reasonable timeframe (on or before the first day of camp). Such a request will receive serious consideration and will be approved unless, in the opinion of the site administrator, the safety and well-being of the students and program needs will be compromised. Emergencies may override regular requests for overnight leave. In addition, if a teacher leaves for a night, the expectation is to return at 7:30 am the following day.
- F. Upon returning from Camp, teachers will be released from duty 30 minutes after the buses leave school.
- G. All first time Waskowitz teachers will be required to attend the camp orientation training weekend and will receive per diem equal to the number of clock hours for completing the two day training. Participants in this training will not be required to spend the night at camp; however, if a teacher wishes to spend the night at camp, the District will provide accommodations with no additional overnight compensation.
- H. See Appendix D for the per overnight rate.
- I. WELS programming requires WELS teachers to be present for overnights. WELS teachers can trade instructional overnight hours for class time when their students are in attendance serving as leaders at Waskowitz

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

4.23. Dual Language Program:

A. School-wide Implementation:

- i. For schools offering Dual Language models, school leadership will ensure that responsibilities related to the school-wide implementation of the program shall not be the responsibility of the classroom teacher.
- ii. Teachers in the Dual Language Program will be provided specific District-designated training in dual language instruction and provided the instructional materials necessary to implement the program.
- iii. Teachers in Dual Language program will not be expected to assume the role of interpreters for other conferences or communication in the school. The District will continue to provide interpreters as needed. See Section 3.14 for additional details.

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

i. Report Cards

1. Collaboration on items crossing both classrooms.
2. Literacy grades required in both languages, which create an additional demand on teachers data entry into the report card.

ii. Planning time (ongoing)

1. Collaborating to adjust established schedules across the multiple classrooms based on irregularities throughout the school year.
2. Coordinating instructional planning that crosses both languages.
3. Collaborating on Dual Language specific features.

iii. Planning time (August)

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

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

C. Secondary Stipends. A stipend of \$1,000 will be paid to secondary Dual Language teachers to cover extra duties specifically related to the program, including the items identified below. English-side Dual Language teachers are defined as teachers who specifically serve the Dual Language cohort in core content classes on the English-side and are intentionally teamed with target language Dual Language teachers. English-side teachers will only receive the Dual Language stipend if they are consistently engaged in the work below, in collaboration with their target language teacher(s).

i. Program Support

- 1. Support and promote the use of the target language(s) throughout the school.
- 2. Attend any school dual language trainings or meetings that are relevant to their position.
- 3. Ensure progress reports and report card comments are written in families' preferred languages.

ii. Planning time (ongoing)

- 1. Collaborate regularly to monitor and support students' language and literacy development in both languages, including vocabulary development.
- 2. Develop materials and structures to support bridging and translanguaging.
- 3. Coordinate instructional planning that crosses both languages.

iii. Planning time (curricular)

- 1. Collaborate to supplement curriculum with cross-curricular projects and enrichment activities that support development in both languages.
- 2. Develop culturally responsive materials in the target language.

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

1 The team shall be comprised of staff members chosen from buildings with Dual
2 Language programs. The District administrator responsible for the dual language
3 program or designee shall serve as chair of the team and shall nominate up to two
4 additional administrators to the Superintendent to serve on the team. HEA shall
5 identify team members from all Dual Language schools who will be appointed by
6 the HEA President to serve on the team. Total team membership shall not exceed
7 fifteen (15).

8
9 Tasks:

- 10
11 i. On a regularly recurring basis, the Leadership Team shall audit available
12 dual language curriculum and materials and identify unmet needs.
13
14 ii. On a regular basis, the Leadership Team shall review elementary dual
15 language parent conferencing models, including the impact of such models
16 on teacher workload, and make recommendations for options and resources
17 for implementing such options.
18
19 iii. On an ongoing basis, the Leadership Team shall provide ongoing vision and
20 guidance on effective implementation, including an ongoing review of the
21 following issues:
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23 1. Workload differences from non-dual language programs, including
24 reporting progress and engagement with families, and
25 compensation or accommodations that recognize such differences;
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27 2. Training and professional development in effective dual language
28 instruction;
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30 3. Staffing;
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32 4. Materials and resources;
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34 5. Professional development support for teaming;
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36 6. Staff and/or time for translation of materials;
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38 7. Assessment

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40 E. The Highline Assessment Team shall be tasked with reviewing impacts of
41 assessments on instructional time and suggesting effective models and resources
42 for assessment of dual language students.
43

44 F. Dual Language Institute:

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46 i. The two-day Dual Language Institute will be required for teachers entering
47 the Dual Language program for the first time. These teachers will be paid at
48 the per diem rate consistent with Section 12.1.
49

- 1 ii. The Dual Language Institute is optional for all other Dual Language
2 teachers, who will be paid at the Extra Duty rate, consistent with Section
3 D.2.K.
4
- 5 G. Displacements and Transfers:
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- 7 i. Displacements: Continued expansion of the Dual Language Program may
8 displace teachers. In addition to the displacement process outlined in
9 Section 8.9.B, the District will work with these teachers to obtain information
10 on preferred locations for new placements and prioritize placing these
11 teachers at one of their requested sites.
12
- 13 ii. Transfers: The District will not involuntarily place a teacher into the dual
14 language program, either through the displacement process or in-building
15 assignment changes, and will facilitate transfers for teachers requesting
16 reassignment to a non-Dual Language School, provided a request for
17 transfer is made prior to March 1 and there are vacancies available. The
18 District will attempt to place these teachers at one of their requested sites;
19 the more options these teachers provide, the higher the chance these
20 preferences will be accommodated.
21
- 22 H. Secondary Preps: The teaching of the same course content in two different
23 languages shall count as two different preps under Section 4.6
24
- 25 I. Conferences: Elementary dual language teachers shall not be expected to
26 conference with more families than one class of students.
27
- 28 J. Student Support Meetings: Elementary dual language partner teachers shall not
29 be expected to both attend student support meetings (such as MTSS, MDT, and
30 IEP meetings) for students they share; rather, the partner teachers will be allowed
31 the professional judgement to decide which of them is the most appropriate teacher
32 representative for a particular meeting. Additionally, dual language teachers will not
33 be expected to translate for these meetings.
34
- 35 K. Elementary Singleton Classes: Prior to assigning a teacher to a Singleton Dual
36 Language Class, in which both English and the target language(s) are taught, the
37 principal shall meet with the teacher, the Dual Language Coordinator or Language
38 learning Specialist, and an HEA Representative to answer any questions the
39 teacher may have and discuss any requests for resources and support that the
40 teacher may have for this assignment. Singleton Dual Language classes must be
41 single-grade classes, not splits.
42
- 43 L. Student Placement: Students who have not previously been in Dual Language may
44 not be placed into a Dual Language class unless the school has followed the
45 screening and placement procedures outlined in the Dual Language Program
46 Guide.
47
- 48 M. Secondary Course Creation: A secondary Dual Language teacher who is asked by
49 the District to develop a new Dual Language course will be provided release time
50 and/or compensation to complete this work. The Language Learning department
51 will develop a process for course approval, including a procedure for determining a

sufficient amount of release time and/or compensation to accomplish the development of curricula and materials for a particular course.

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

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

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

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

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

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

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

B. TS GOLD Whole-Child Assessment: Teachers are expected to assess and enter fall TS GOLD data for all students in six developmental areas as required by the State. PE teachers will continue to collect data on PE-related objectives in the fall. PE data will be submitted directly to the building principal to be entered by the classroom teacher.

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

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

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

D. Joint HEA-HSD Kindergarten Assessment Work Group: HEA and HSD shall maintain a joint working group to continue monitoring the implementation of TS GOLD and Kindergarten assessment in general. No less than fifty percent of the

members of the work group will be HEA members appointed by the HEA President. This group will meet at least once during each school year.

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

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

- A. The number of elementary grade classes (including IAC, ILC, EBC and DHH classes) will determine the overall FTE for Music and PE based on the chart below. A "Class" is defined as one homeroom teacher's class of students; a "Section" is defined as one class period

FTE	Classes (maximum number)	Sections (range)	TEACHING Minutes
1.0*	15	28-30	1350
.9	13.5	25-27	1215
.8	12	22-24	1080
.7	10.5	19-21	945
.6	9	16-18	810
.5	7.5	13-15	675
.4	6	10-12	540
.3	4.5	7-9	405
.2	3	4-6	270
.1	1.5	1-3	135

*1.0 staffing is allocated at 14.5 classes.

- B. A 1.0 FTE lead teacher works with up to 15 classes. Itinerant teachers will teach fewer than the usual number of classes and/or sections when needed to accommodate travel time in their schedules.
- C. If a teacher's number of classes deviates from the chart above, but 1) their overall teaching minutes and sections remain at or under the limit for their FTE and 2) their schedules meet all other relevant contractual guidelines, the teacher and principal will develop a mitigation plan when the teacher has responsibility for planning and grading the classes exceeding the limit. Mitigation may include, but is not limited to, additional planning time and/or reduced responsibilities.
- D. Itinerants traveling during the school day are eligible for mileage reimbursement.
- E. Whenever possible itinerants will be scheduled at schools with the same start/end time. In any event, the length of the workday for the specialist shall be no longer than other certificated employees in the bargaining unit.

- 1 F. For schools with arts specialists in two different disciplines (e.g. visual art and
2 music), the specialist shall teach half of the students for one semester and the other
3 half of the students for the other semester. Grades will be reported in March for the
4 first semester group and in June for the second semester group. The number of
5 sections taught at any one time shall be consistent with the chart above. Notice
6 shall be given to both HEA and the District HR department prior to any school
7 implementing arts specialists in two different disciplines.
8
- 9 G. Elementary PE, music and art Specialists will receive class size mitigation
10 consistent with the provisions of Section 4.19, applied based on the number classes
11 they teach that exceed the class size limits outlined in Section 4.16.
12
- 13 i. If 5-9 of the classes exceed the allowable class size limits, the teacher
14 receives \$10 per day.
15
- 16 ii. If 10-14 of the classes exceed the allowable class size limits, the teacher
17 receives \$15 per day.
18
- 19 iii. If all 15 of the classes exceed the allowable class size limits, the teacher
20 receives \$20 per day.
21
- 22 iv. The preceding ranges will be pro-rated for teachers who are on a partial
23 FTE contract.
24

25 **Section 4.26. Professional Development:** To serve the current and evolving needs of
26 students, HEA-represented staff in all assignments and programs are life-long learners and
27 need access to meaningful, relevant professional development opportunities. Within
28 available funds, the District shall offer a robust list of District-sponsored professional
29 development opportunities to meet this need. Such opportunities shall be targeted to serve
30 the needs of classroom teachers, educational staff associates, and specialized programs
31 such as dual language, and shall be aligned with building-level action plans and District
32 strategic plans. Designing meaningful professional development includes gathering input
33 from staff.
34

- 35 A. The District shall make every effort to routinely offer meaningful professional
36 development in the target language for dual language program staff at all levels of
37 experience.
38
- 39 B. Whenever possible, professional development opportunities shall be scheduled to
40 avoid conflicts with other duties such as Jump Start, and to avoid conflicts with other
41 content preferable or necessary for the same teachers to access.
42
- 43 C. When professional development for more unique assignments and roles cannot be
44 offered within the District, staff shall be encouraged to access available funds such
45 as, but not limited to, department funds, categorical funds and building curriculum
46 funds (Appendix D.2.N) to meet individual professional development needs at
47 conferences, classes and opportunities outside the District.
48

1 D. When a professional development opportunity is provided collectively to an entire
2 building, grade level or department on a regularly-scheduled work day, an
3 employee with a more unique assignment who questions the relevancy of the
4 material to the employee's current or future assignment may ask to be excused
5 from the activity in order to attend alternative professional development or complete
6 other professional duties proposed by the employee. Such request shall be made
7 initially to the employee's direct administrative supervisor. If such requests are
8 repeatedly denied, the employee may request that labor management and the
9 administrative supervisor engage in a problem-solving process.
10

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 their 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 their 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 their 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 their 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 their 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 their
5 duties, and the employee has exhausted their sick leave, the staff member will be
6 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 of
16 defense, attorney's fees, and any obligation for payment arising from such action may be
17 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.
21

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 their 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, they 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 grievance
4 within five (5) working days following the Step One conference. The
5 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 does
8 not necessarily indicate agreement with the disposition but does indicate
9 that they have read it. Copies of the signed response shall be distributed
10 as follows: one copy each for the Association, the Superintendent or
11 designee, immediate supervisor and the original to the grievant.

12 B. Step Two: In the event that the aggrieved is not satisfied with the disposition of the
13 grievance at Step One, the aggrieved and/or representative may within five (5)
14 working days following the dated disposition at Step One refer the matter, in
15 writing, to the Superintendent or designee. The Superintendent or designee and
16 the aggrieved will hold a formal Step Two conference within five (5) working days
17 following receipt of the written Step Two request. If the individual so chooses, they
18 may be accompanied by an Association representative. The Superintendent or
19 designee shall provide a written response to the grievance within five (5) working
20 days following the Step Two conference. Copies of the response shall be
21 distributed to the grievant, the Association, and the immediate supervisor.

22 C. Association Written Grievance - Filing Step: Grievances which the Association may
23 have against the District, limited as aforesaid to matters dealing with the
24 interpretation or application of terms of this Agreement, shall be commenced by
25 filing the Association Grievance Form (Appendix E) with the Superintendent or
26 designee. A grievance not filed within fifteen (15) working days of the occurrence
27 upon which the grievance is based (or fifteen [15] working days of when the
28 occurrence is or should have been known) will be deemed waived. The
29 Superintendent and the Association will have five (5) working days from the receipt
30 of the grievance to resolve it.

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

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

42 B. Within five (5) working days following the agreement of the District and the
43 Association to mediate the grievance, the Association shall so notify Mediation
44 Research and Education Project, Inc. (MREP). MREP shall schedule a mediation
45 conference at the earliest possible date. Mediation conferences will take place at

1 a mutually convenient location and time.

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

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

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

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

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

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

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

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

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

24 iv. The MREP will notify the mediator of their appointment and determine their
25 willingness and ability to serve.

26 **Section 7.5. Arbitration Procedure:**

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

32 B. In the event that a grievance which has been mediated is appealed to arbitration,
33 the mediator may not serve as arbitrator, nor may the mediator be placed on any
34 panel from which an arbitrator is to be selected by the parties. In the arbitration
35 proceedings, there shall be no reference to the fact that a mediation conference
36 was or was not held. Nothing said or done by the mediator may be referenced or
37 introduced into evidence at the arbitration hearing and nothing said or done by
38 either party for the first time in the mediation conference may be used against it in

1 arbitration.

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

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

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

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

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

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

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

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

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

Section 7.6. Resolution:

- A. All decisions arrived at under the provisions of this Article 7, by mutual agreement between the representatives of the District and the Association, or by the arbitrator, shall be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties, nor the arbitrator, shall have the authority to alter, amend, modify or change this Agreement in whole or in part.
- B. Grievance claims regarding retroactive compensation shall be limited to the work year in which the cause of the grievance occurred; provided, however, that this limitation may be waived by mutual consent of the parties.
- C. Once a grievance is filed it shall be processed to resolution. The signing of any grievance by any staff member or representative of either the District or Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.
- D. If an individual staff member has a personal complaint which they desire to discuss with the supervisor, they are free to do so without recourse to the grievance procedure. However, no formal grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present at that adjustment and to make known the Association's views, nor shall any such adjustment be inconsistent with the terms of this Agreement.
- E. No reprisals of any kind will be taken by the Association or the District against any staff member because of their participation or non-participation in the grievance procedures provided for herein.
- F. All documents, communications and records dealing with the processing of a grievance shall be retained by the District Human Resources Department in a separate grievance file.

Section 7.7. Adjusting Time Limits: The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the individual or Association to proceed with a grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the District or its representatives to take the required action within the times provided shall entitle the individual or Association to proceed to the next step in the grievance procedure.

Section 7.8. Scheduling: All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Grievants shall suffer no loss of salary or other benefits for time spent as a hearing witness.

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

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

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

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

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

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

- 26 B. To assure that students are taught by employees working within their areas of
27 competence, employees shall be assigned to subjects, grades, and classes in
28 accordance with the provisions of WAC 181-82-105 through WAC 181-82-135 and
29 any implementing instructions issued by the Washington State Professional
30 Education Standards Board or the Office of the Superintendent of Public
31 Instruction. Employees shall be notified of their specific assignments for the
32 following school year as early as practicable.

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

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

- 44 A. Location of the vacant position,
45 B. Full time equivalency (FTE) of the position,

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

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

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

- 26 A. In-District Extra Duty Positions: All openings for cheer advisor, summer school
- 27 (regular and extended school year), and or other in-district extra-duty positions
- 28 shall be posted in the same manner as regular position vacancy announcements.
- 29 Applicants for such positions shall be notified of the actions taken regarding their
- 30 applications.
- 31 B. Positions held by persons not under contract shall be subject to yearly posting.

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

- 37 A. Job share is limited to two employees sharing one full-time (1.0 FTE) position.
- 38 B. Responsibilities of an assignment will be divided and/or allocated according to a
- 39 plan designed by the certificated employees with the approval of the building
- 40 administrator.
- 41 C. In the event that a long-term replacement is required for one of the employees in

1 a job-share position, due to illness or injury, the District will offer the other
2 certificated employee that portion of the position, prior to hiring a long-term
3 substitute.

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

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

11 i. apply to work in the assignment full time,

12 ii. take leave from their current contract, if eligible,

13 iii. accept reassignment, or

14 iv. resign.

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

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

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

37 A. Prior to the beginning of each school year, vacancies determined by the Employer
38 to exist for the ensuing school year may be filled by transfer of qualified in-district
39 employees or out-of-district applicants. Hiring officials *must consider all in-district*
40 *requests for transfer* and will select the most qualified person based on program
41 needs, experience, academic preparation, affirmative action and seniority, as
42 provided above, for the assignment; if more than one applicant is judged by the

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

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

- 23 A. Administrative Transfer: When, in the judgment of the District, the best interests
24 of the educational program will be served by a transfer of an employee, the transfer
25 will be made after a conference between a Human Resources Department
26 representative and the employee involved. Employees administratively
27 transferred can not be administratively transferred again for two years except by
28 mutual agreement between the district and the affected employee.
- 29 B. Building or Program Excess: Positions, a position or a part of a position may be
30 declared excess by the District when the positions, position or part of a position is
31 no longer needed due to economic reasons, levy failure, loss of state or federal
32 funds, declining enrollment in a building and/or program or insufficient course
33 enrollment or a combination of these factors.
- 34
- 35 i. When building or program staff allocations are reduced and attrition will not
36 alleviate the situation, the total building or program staff shall be surveyed
37 to determine if there are any volunteers for transfer.
- 38
- 39 ii. If displacements result from "position excess" due to a drop of program
40 funds or enrollment, the employee(s) selected for such transfer shall be the
41 employee(s) with the least seniority, who have the specific endorsement
42 adversely affected by the reduction in staff allocations can be transferred
43 and maintain all essential elements of the school's total educational
44 program (for example, the most junior teacher at an elementary school may
45 be a teacher who has an ELL and K-8 endorsement; if the reduction is in
46 regular education and there are no other teachers in the school who have

1 the ELL endorsement the next junior teacher with a K-8 endorsement would
2 be selected for involuntary transfer).

3
4 iii. In the event two or more employees have the same seniority ranking, their
5 rankings will be determined by experience at their current site. In the event
6 two or more employees have the same seniority ranking after applying site
7 experience, all employees so affected will be ranked in accordance with
8 the total number of education credits earned after the BA Degree as
9 documented in their personnel files.

10
11 iv. The immediate supervisor shall notify in writing a staff member whose
12 position was declared excess as soon as such is determined.

13
14 C. In the event a school is closed, employees to be reassigned shall have an
15 opportunity to list preferences, in writing, and shall be given preference in
16 consideration for reassignment in accordance with the best interests of the
17 educational program, as determined by the District. An employee may elect to
18 meet with a Human Resources Department representative regarding
19 reassignment priorities.

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

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

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

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

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

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

39 B. Employees who, during their first year at the building did not hold an extra-duty
40 contract but subsequent to their first year at the building were contracted for
41 extra-duty positions and currently are not expected to be awarded such a contract,
42 shall be considered second for involuntary transfer.

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

1 D. Employees who have two or fewer years in the building and were appointed to the
2 building following a surplus of their prior position or because they were displaced
3 from a prior building pursuant to Section 8.9.B. shall not be transferred.
4

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

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

12 A. Individuals whose leaves have expired and wish to return to work and are
13 otherwise eligible to return to work shall be assigned to a position for which they
14 are qualified through training and/or experience. Individuals in the re-employment
15 pool shall be governed by the provisions of Article 9 and shall be considered after
16 staff members for vacant positions.

17 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.

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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).

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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.

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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.

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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 seniority
20 ranking after the application of 9.6.A and 9.6.B, all employees so affected shall be
21 entered in a drawing by lot to determine position on the seniority list. The
22 Association and all employees so affected shall be notified in writing of the date,
23 place, and time of the drawing. The drawing shall be conducted openly and at a
24 time and place that will allow affected employees and the Association to be in
25 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 wish
35 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-renewal.
44
45 B. Retention of staff will be made by employment contract rights, seniority among
46 employees who have the required college preparation, certification and
47 endorsement(s). The Association will be provided verification of program staffing
48 by the District through the Executive Director for Human Resources.

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- C. Employees who have 1.0 FTE contracts and are assigned to full-time teaching positions shall be first assigned to all full-time teaching positions consistent with their individual seniority, college preparation, and endorsement(s). All employees who have 1.0 FTE contracts and are assigned to full time teaching positions shall not be obligated to accept any part-time teaching position, but they may be offered such a position in lieu of layoff and they may choose to accept such a position on a voluntary basis. In the event an employee with a 1.0 FTE contract accepts a part time position the employee will resign that portion of their employment contract necessary to ensure that their employment contract FTE is equal to the part time position FTE.
- D. Employees who have less than 1.0 FTE contracts and are currently assigned in part-time teaching positions shall be assigned only to part-time teaching positions based on their individual seniority, college preparation, and endorsement(s). Employees who have less than 1.0 FTE contracts shall not be assigned to any part-time teaching position unless such a position is equal to or less than their employment contract FTE and has been declined by all employees (employees with 1.0 FTE contracts or employees with less than 1.0 contracts equal to or greater than the position FTE) with greater seniority where college preparation and endorsement(s).
- E. The Employer will take official action related to nonrenewal of employment contracts in accordance with state laws and regulations.

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

- A. All certificated employees will be retained in the employment pool until they are re-employed on a continuing contract or until May 15 of the school year following the year in which they receive notice of probable cause.
- B. Individuals not employed before the beginning of the next school term shall, upon application, be placed on the substitute teacher roster.
- C. Individuals in the employment pool shall be responsible for notifying the personnel office of a telephone number and mailing address through which they can be reached.
- D. Individuals will be contacted by telephone or in writing to be offered re-employment and must respond by the end of the second business day following the receipt of the offer.
- E. The Employer will mail to the employee confirmation of acceptance or rejection of the offer by the employee. If the employee cannot be located or mail cannot be delivered within five (5) calendar days, or if the employee fails to notify the Employer within forty-eight (48) hours of their acceptance or rejection of the 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

1 transfer, no evaluation need be made.

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

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

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

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

18 **Section 10.3. Observations:**

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

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

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

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

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

44 F. Evaluators will take into consideration the extent to which individual assignments
45 include several subject areas. The distribution of observation time should reflect

the major and minor areas of the assignment. The actual allocation of time spent in observing a staff member with a mixed subject matter preparation assignment shall be recorded by the supervisor on the evaluation form.

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

- A. The evaluation of a staff member's performance shall be based upon the direct observation of the staff member's assignment by the immediate supervisor or designee as provided in Paragraph F. above and/or verified factual information.
- B. If an immediate supervisor becomes a party to information that could affect a staff member's evaluation, such information cannot be used on the evaluation unless the immediate supervisor has verified the information by either subsequent direct observation or investigation that verifies the information to be accurate and factual, and has brought it to the staff member's attention at the time the supervisor determines that there is a potential problem.
- C. Following the completion of an annual evaluation, a meeting shall be held between the supervisor and the staff member between May 1 and June 15 or the last day of school, whichever is earlier, to discuss the evaluation reports and, if appropriate, to jointly develop a plan for growth in professional effectiveness.
- D. The staff member shall sign the evaluation report to indicate that they have seen the report and has discussed its contents with the supervisor. The staff member's signature on the evaluation report does not necessarily imply agreement with the evaluation.
- E. The staff member shall be given a copy of the evaluation report. All evaluation forms shall be submitted to the Human Resources Department no later than August 1 of the year in which the evaluation is made.
- F. Following completion of an evaluation, the staff member shall have the option of responding in writing to the supervisor's evaluation. Any such written response shall be submitted within a reasonable period of time from the receipt of the evaluation or the evaluation conference, whichever is later to the supervisor for signature and shall then be forwarded to the District Human Resources Department for inclusion in the staff member's personnel file. The failure of the staff member to elect to submit a response to an evaluation shall not be interpreted to indicate agreement with the evaluation.

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

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

- A. up to 20 hours of mentoring,

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

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

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

- A. The evaluation report prepared pursuant to the provisions of Section 10.1; and
- B. A recommended specific and reasonable program to assist the staff member in improving their performance.

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

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

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

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

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

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

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

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

1 if accompanied by a letter identifying area(s) where further improvement is
2 required; or

- 3 iii. That the staff member has not demonstrated sufficient improvement in the
4 stated area(s) of deficiency and action should be taken to non-renew the
5 employment contract of the staff member pursuant to current law.

- 6 F. Action by the Superintendent: Following a review of any report submitted pursuant
7 to Paragraph C above, the superintendent shall determine which of the alternative
8 courses of action is proper and shall take appropriate action to implement such
9 determination.

10
11 **Section 10.10. Less than Satisfactory Performance - Provisional Employees:** Before
12 non-renewing a provisional employee, a supervisor shall have made good faith efforts
13 beyond the minimum requirements of the evaluation process to assist the employee in
14 making satisfactory progress toward remediating deficiencies.

15
16 If, after the first 90 days of employment, an evaluator believes that a provisional employee
17 has not made significant progress toward remediating deficiencies despite support, the
18 supervisor shall meet with the employee and the HEA President or designee no later than
19 April 1st.

20 Any notification of non-renewal shall be issued no later than May 15, as provided in RCW
21 28A.405.220.

22 **Section 10.11. Applicability of Grievance Provisions:** Grievances relating to
23 evaluations are limited to the following:

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

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.

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

- 1 A. Staff may use leaves as described in Article 14 on this supplemental work day.
2
3 B. Staff will be compensated for this day by the Professional Learning/Enrichment
4 contract in Section 12.12 herein.
5
6 C. Part-time staff will work a pro-rated portion of this day as scheduled with their
7 administrative supervisor, unless offered additional time at the hourly rate in
8 Appendix D to attend full days.
9

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

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

- | | |
|-------------------------------------|-----------------------------|
| 15 A. Labor Day | F. New Year's Day |
| 16 B. Veterans' Day | G. Martin Luther King's Day |
| 17 C. Thanksgiving Day | H. Presidents' Day |
| 18 D. Friday following Thanksgiving | I. Memorial Day |
| 19 E. December 25 | J. Fourth of July |
| 20 | |

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. This schedule reflects a 1.6% increase in each cell for the 2020-21 school year. The base salary schedule shall be increased for the 2021-22 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. All
8 verifiable substitute teaching time is recognized for experience credit purposes.
9
10 F. Experience will be calculated cumulatively. Experience in the military, Peace Corps
11 or Vista which interrupted professional employment will be recognized by the District
12 for placement on the salary schedule. Sick leave accumulations are transferable from
13 other districts as provided by state statute.
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 their 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 initial
22 employment; provided, such employment commenced by the fifteenth of the month.
23 Should a staff member's contract be terminated, the staff member will receive a total
24 salary which bears the same ratio to the contractual year salary provided, as the
25 number of days of service performed by the staff member bears to the total number
26 of contractual days in the school year unless a further reduction is imposed pursuant
27 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 by
10 state statute.

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

14 **Section 12.6. Insurance Benefits:** The District will provide employees with all of the
15 available insurance benefit plans offered by the School Employees Benefits Board (SEBB)
16 in accordance with the eligibility rules and terms set forth in state law. In addition, the
17 parties have discussed and agreed upon the following issues.

18
19 A. Substitutes. Under SEBB rules, certain substitute employees will be eligible for
20 insurance benefits (anticipated to work 630 annual hours or presumed to work that
21 amount based on a two-year look-back). Substitutes who are eligible for SEBB
22 insurance benefits and enroll in a SEBB medical plan will be expected to continue
23 working at least 5 days per month or the District will sever the employment
24 relationship for the remainder of the eligibility year. The purpose of this rule is to
25 ensure employees have income those months for paying the employee
26 contribution for the insurance plan selected by the employee. An employee may
27 seek an exception from the minimum 5-day threshold for a pre-arranged
28 unavailability in a single month by notifying the Human Resources office at least 2
29 weeks in advance and paying the employee contribution in advance of the month
30 they desire the exception. All substitutes enrolled in SEBB insurance must pay
31 their employee contributions for July and August by June 15.

32
33 B. Job shares. A job share under Section 8.6 will not be approved if the job share
34 results in both employees being eligible for a full package of SEBB benefits.

35
36 C. Effective Date of Resignations. When an employee eligible for SEBB benefits
37 separates from employment after completion of the employee's full school-year
38 contract obligations, the separation will be effective August 31 unless the
39 employee terminates the employment relationship with a specific earlier date. In
40 this case, eligibility for the employer contribution ends the last day of the month in
41 which the school employee's resignation is effective.

42
43 D. Optional Benefits. Optional benefits to be offered by the District shall be
44 recommended by the Benefits Advisory Committee to the District's Board of
45 Directors.

46
47 E. Continuing Conversations. The parties shall continue to monitor implementation
48 and identification of ambiguities around SEBB benefits through regular District-
49 level labor-management meetings.

1 **Section 12.7. Mileage:** Staff members covered by this Agreement will be eligible for
2 reimbursement for mileage within and/or outside the District when approved by the
3 Superintendent on the basis of District assignments beyond those normally required in the
4 staff member's regular duties. Travel and related expenses within the state or other
5 locations within a 300 mile radius of the District must be approved by the
6 Superintendent. Travel beyond a 300 mile radius of the District must be approved by the
7 Board. The following guidelines will prevail regarding staff member travel within the
8 District or travel within a short radius of the District:

- 9 A. Per mile reimbursement claims must be reported and filed monthly on a "Daily
10 Mileage Record/Claim Form" with an odometer reading showing actual distance
11 traveled unless the "District Mileage Chart" is used. Travel must be by the shortest
12 routes;
- 13 B. The "Daily Mileage Record/Claim form" must be submitted to the Business Office as
14 prescribed on the form. Approved private car mileage is reimbursed at the current
15 IRS allowable rate per mile;
- 16 C. Regulations on private car mileage are set forth in the daily mileage card;
- 17 D. Travel between the staff member's home and work at the school location or PTSA
18 meetings are not reimbursable;
- 19 E. Staff members are required to receive prior written approval from a school official
20 to use private cars for transporting students. Such approval must be obtained by
21 completing the "Approval for Use of Private Cars for School Transportation" form.
22 By signing the form, the staff member warrants that they have automobile liability
23 insurance in force on their personal car for at least the minimum amounts as
24 required by law (see RCW 46.29.490: current minimums are \$25,000/\$50,000
25 bodily injury and \$10,000 property damage). The District carries an excess policy
26 for insured drivers.
27
28

29 **Section 12.8. Part-time Compensation:** Staff members who are employed under written
30 contract to teach at the secondary level (7-12) for less than full time shall be compensated
31 on the basis of the number of periods assigned per day, (e.g., if a teacher is assigned to
32 teach one (1) period in a five (5) period teaching day, then they shall receive one-fifth (1/5)
33 pay; two (2) periods, two-fifth (2/5) pay, etc.). Such staff members shall be required to
34 fulfill that portion of the seven (7) hours normal work day, excluding the duty-free lunch
35 period, as their compensated ratio bears to seven (7) hours, (e.g., two fifths (2/5) of
36 seven (7) hours to fulfill teaching assignments and/or planning and availability to parents
37 and pupils on the school site). In addition, such staff member may be required to fulfill
38 their proportionate equitable share of assigned time as provided for in Article 4 (Working
39 Conditions).
40

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

1 of the number of days per week as it relates to five (5) days per week, (i.e., three (3)
2 days per week = three-fifths (3/5) pay).
3

4 **Section 12.9. Salary Increases and Compliance:** Nothing contained in this Agreement
5 is to be construed to preclude the District from complying with legislated limitations or vest
6 employees with compensation in excess of such limitations. It is the intent of the parties
7 to permit incremental movement on the salary schedule and then increase the salary
8 schedules of Appendix C. All incremental movement shall be effective September 1.

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

14 i. Educational Staff Associates (ESAs) shall receive credit for related job
15 experience on a year-for-year basis without regard to the two-year limit in
16 state rules.

17 ii. All employees in the District BA+135 column during the 2017-18 school
18 year will be placed in the MA+0 column. No additional employees will enter
19 this column without Masters Degrees.

20 iii. A Doctorate Stipend of \$3,600 will be paid annually to each employee who
21 has provided timely documentation of attaining such degree.

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

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

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

42 E. This Agreement shall not require the District to make an upward adjustment in
43 compensation for the unit where this would involve less than \$20,000. The parties
44 would meet to discuss the disposition of the remaining amount under \$20,000.
45

1 **Section 12.10. Professional Learning/Enrichment (PLE) Contract:** Each employee will
2 receive a supplemental contract which recognizes that employees will provide a
3 professionally responsible level of services in the areas described below which are above
4 the regular contract work year and regular contract day.

5
6 A. Time: attendance at the one-half day (1/2) orientation, one-half (1/2) individually
7 directed day, and one (1) collaboration day identified in Sections 11.3 and 11.4 of
8 this agreement.

9
10 B. Responsibilities:

11
12 i. Self-directed participation in professional learning;

13
14 ii. Participation in enrichment opportunities that fall outside the basic education
15 program.

16
17 C. Payment

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

21 ii. The PLE contract will be supplemented by a longevity step of \$2,500 for
22 employees with 20-24 years of experience, and \$5,000 for employees with
23 25 or more years of experience.

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

26 iv. The PLE compensation will be prorated for employees with less than 1.0
27 FTE contracts based on their contracted FTE. Part time employees who
28 are required to attend DID, or other required professional development
29 beyond their fractional FTE will be compensated by extra service in
30 accordance with contract language.

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

ARTICLE 13
INSTRUCTIONAL MATERIALS

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

Section 13.2. Instructional Materials Committee:

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

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

1 implementation of the adopted curriculum. Adoption committees will actively pursue
2 positive inclusion and representation of historically marginalized communities in
3 committee membership and curriculum content in accordance with board policies and
4 equity goals.

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

8 A. Staff members will be requested to provide an annual prioritized list of desired
9 supplies and materials.
10

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 (Section 14.7). 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.

- A. The employee may use such leave for personal illness or injury, pregnancy, miscarriage, abortion, childbirth and recovery, parental bonding, 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. For the purposes of this section, "parental bonding" refers to time to bond and care for a child within twelve (12) months of the birth of the child or placement of the child for adoption or foster care.
- B. 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.
- C. 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 health care provider upon their return to work indicating that the staff member is physically capable of performing the essential functions of their position. For any absence five (5) working days or longer, or when there is a recurring pattern of absences, the District reserves the right to request a health care provider's certificate as proof of disability.
- D. 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. Leaves Available for Pregnancy Disability and Parenting:

- A. An employee with pregnancy disability may qualify for some or all of the following types of leave depending on the terms of the applicable section and law.

- Illness/Injury/Disability Leave (Section 14.1)
- Childrearing Leave (Section 14.3)
- Leave for Health Purposes (Section 14.5)
- Leave Sharing (Section 14.6)
- General Leaves (Section 14.15)
- Washington State Paid Family & Medical Leave (Section 14.18)

Pregnancy disability leaves extend for the period of temporary disability verified in writing by the employee's health care provider, and such time will not count against the leave time available under the FMLA (Section 14.4).

- B. An employee may qualify for some or all of the following types of leave related to parenting depending on the terms of the applicable section and law:

- Illness/Injury/Disability Leave (Section 14.1)
- Childrearing Leave (Section 14.3)
- Family & Medical Leave (Section 14.4)
- Leave Sharing (Section 14.6)
- Personal Leave (Section 14.8)
- General Leaves (Section 14.15)
- Washington State Paid Family & Medical Leave (Section 14.18)

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, or in segments of the school year that facilitate transitions for the benefit of student learning, depending upon job assignment, for up to a maximum of a one partial and one complete school year leave of absence following use, if any, of their parental 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.

Section 14.4. Family & Medical Leave Act (FMLA): Highline School District will follow the federal and state requirements for leave provided under FMLA for eligible employees. Employees must work 1250 hours over the previous 12 months to be eligible for FMLA. The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Eligible employees are entitled to:

- A. Twelve workweeks of leave in a 12-month period for:
 - a. the birth of a child and to care for the newborn child within one year of birth;
 - b. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - c. to care for the employee's spouse, child, or parent who has a serious health condition;
 - d. a serious health condition that makes the employee unable to perform the essential functions of their job;
 - e. any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty;" or
- B. Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, child, parent, or next of kin (military caregiver leave).

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

Section 14.5. Leave for Health Purposes: Upon written application of an employee, a leave of absence for up to one (1) year may be granted subject to prior approval of the

Executive Director of Human Resources or designee for purposes of health leave due to the employee's own illness and/or physical or mental disability. The employee shall make written application, accompanied by a recommendation from the employee's health care provider. Health insurance and other insurance benefits provided through the District may remain in force as allowed by SEBB. Employees must exhaust all accumulated sick leave prior to going on unpaid leave.

The employee may return to work at the end of the approved term of the health leave provided that at least five (5) days prior to the approved return date the employee submits a health care providers statement certifying fitness to return to duty. The employee will be assigned to their previous position or to a position of a similar nature subject to the layoff and recall provisions in effect at the time of the proposed return. Upon written application by the employee, a health leave may be extended at the discretion of the Executive Director of Human Resources or designee, for one (1) additional year only, not to exceed a total of two (2) consecutive years of leave.

Section 14.6. Leave Sharing: Employees who are members of this bargaining unit may participate in the Highline School District Leave Sharing Program as regulated by state law and regulation and provided by Highline School District Board Policy 5406 and 5406P. The District shall maintain and administer a leave sharing program through which eligible employees may donate excess leave for use by an eligible recipient who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition; who is a victim of domestic violence, sexual assault, or stalking; who is sick or temporally disabled because of pregnancy disability; who is on parental leave; who has been called to service in the uniform services; or who meet other qualification criteria outlined in WAC 392-136A-030. Such a program is intended to extend leave benefits to an eligible recipient who otherwise would have to take leave without pay or terminate their employment.

- A. An employee needing leave days shall submit a request to the District. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee.
- B. An employee who has accrued a sick leave balance in excess of the mandated minimum, may request a transfer of a specified amount of sick leave to the pool, or specific employee. In no event may such an employee request a transfer that would result in their sick leave account going below the mandated minimum.
- C. Any leave transferred to the shared leave program pool, or an individual which remains unused shall remain in the donation pool until needed.

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

- A. Emergency leave shall be deducted from the leave for Illness/Injury as provided for in Section 14.1 of this article.
- B. Some examples of situations that qualify for emergency leave are:

- 1 i. Serious illness in the immediate family not provided for under Section 14.4.
2 Family Medical Leave. Immediate family is defined as staff member's
3 parents, children (age eighteen [18] and over), spouse, domestic partner,
4 brother, sister, parents-in-law, sisters-in-law, brothers-in-law, sons-in-law,
5 daughters-in-law, grandparents, grandchildren, nieces, nephews, aunts,
6 uncles, and fiancé or fiancée.
- 7 ii. Legal or business obligations that cannot be conducted at another time and
8 require the staff member's attendance.
- 9 iii. Threat to an employee's property (flooding, storm, fire, etc.).
- 10 iv. Extension of Bereavement Leave because of special circumstances, that
11 is, travel condition, and/or distance.
- 12 v. Other emergency events which require time away from assigned duties and
13 which are beyond the control of the staff member, or which cannot
14 reasonably be anticipated or avoided.
- 15 vi. For medical and dental appointments which cannot be scheduled.
- 16 vii. For deaths of close friends or relatives not covered under bereavement in
17 Section 14.10 with prior approval of the Human Resources Department.
- 18 viii. A maximum of one (1) day per staff member for a job interview will be
19 allowed under this paragraph for staff members who have received notice
20 of non-renewal under the provisions of Article 9 (Layoff and Recall), but
21 only if the staff member is unable to arrange such interview outside the
22 regular work day.
- 23 ix. For observances of religious holy days when schools are in session.
- 24 C. Some examples of situations where emergency leave will not be granted are:
- 25 i. For the extension of a staff member's vacation or holiday period unless
26 beyond the staff member's control.
- 27 ii. For the convenience of the staff member to attend sporting events, art or
28 civic affairs.
- 29 iii. For running out of gas en-route to work.
- 30 iv. For weddings, baptisms, confirmations and graduations.
- 31 v. For the purpose of attending in-service or college/university courses or
32 performing course work or taking an exam.
- 33 vi. For the purpose of performing routine maintenance work.
- 34 vii. For the purpose of pursuing other employment except as provided for in
35 Section 14.15. General Leaves.
- 36 D. The staff member will inform the immediate supervisor of the emergency at the
37 time of the emergency or as soon thereafter as possible and state that they are
38 using emergency leave.
- 39 E. In the case of personal leave for emergencies, if the reason for the leave is
40 sensitive, the staff member may communicate orally with the immediate supervisor
41 or with the director of Human Resources and not be required to state a reason in
42 writing.

1 **Section 14.8. Personal Leave:** For the duration of the contract, a maximum of four (4)
2 days of personal leave. Personal leave shall be granted at the employee's discretion. No
3 more than two (2) days may be used to extend a school holiday. Such leave shall be
4 deducted from the Illness/Injury/Disability Leave as provided for in Section 14.1 of this
5 article.

6 **Section 14.9. Military Training Leave:** The District will provide up to twenty-one (21)
7 days of compensated leave per year for reservists ordered to active duty for training or
8 active duty.

9 **Section 14.10. Bereavement Leave:** The District will provide up to four (4) days of
10 compensated bereavement leave at or near the time of death in the immediate family.
11 The immediate family includes: staff member's (step)mother, (step)father, son, daughter,
12 spouse, domestic partner, brother, sister, mother-in-law, father-in-law, sister-in-law,
13 brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, niece, nephew,
14 aunt, uncle, fiancé or fiancée and anyone residing with the employee. (In the event
15 additional days are required, see Section 14.7. Emergency Leave).

16
17 **Section 14.11. Leave for Business Purposes at District Request:** Whenever an
18 employee is scheduled by the District to participate during working hours in conferences
19 or other such meetings, they will suffer no loss of pay.

20 **Section 14.12. Judicial Leave:** In the event a staff member is summoned to serve as a
21 juror, or is subpoenaed to appear as a witness in court or is named as a co-defendant with
22 the District, such staff member shall receive a normal day's pay for each day of required
23 presence in court. Money paid as jury duty fee or witness fee, travel allowance or costs
24 incurred for parking are not reimbursable to the District. Upon receipt of a jury summons
25 or subpoena, the staff member shall immediately notify the immediate supervisor and the
26 Human Resources Department. The staff member shall be required to furnish a signed
27 statement from a responsible officer of the court as proof of jury service or as a witness.
28 If a staff member is a party to a case, the staff member may request a leave of absence
29 without pay.

30 **Section 14.13. Leave for Public Office or Appointed Position:** The District may grant
31 staff members leaves of absence for all or part of a school year for the purpose of serving
32 as an officer of a local, state or national professional association or an elected or appointed
33 public official. Such leave shall be without pay or benefits; however, those benefits
34 previously accrued, including seniority and accumulated sick leave will be retained.
35 Request for such leave must be made in writing to the Superintendent prior to April 1, of
36 the preceding year in which the leave would commence, indicating the purpose of the
37 requested leave. Confirmation of the position for which such a leave is granted will be
38 required prior to the commencement of such a leave. Additional years may be granted
39 upon written request to the Human Resources Department. A staff member returning from
40 leave for public office or appointed position will be assigned to a position for which the
41 employee qualifies (based on certification and endorsements).

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

- 1 A. Certificated staff members assaulted by students while on the job and in the
2 performance of their job functions will file an L&I claim in accordance with District
3 Policy. The District will authorize "administrative leave with pay" to offset the time
4 loss not provided for under an approved L&I claim for a period of 15 days, not to
5 exceed the equivalent of seven (7) days' pay).
- 6 B. Students involved in an L&I qualifying physical assault and/or battery upon a
7 certificated staff member while acting within the scope of employment will be
8 immediately removed from the certificated staff member's classroom or case load.
9 The student will not be returned to the certificated staff member's classroom or
10 case load until a conference has been conducted with the student, parent, certified
11 staff member and administrator to discuss the situation and reduce the likelihood
12 of repeat occurrences. This conference may be waived by the certificated staff
13 member.
- 14 C. Students who threaten, are assaultive, or falsely allege misconduct on teachers
15 and/or are in possession of weapons or dangerous devices will be disciplined in
16 accordance with School Board policy.
- 17 D. Certificated staff with a legitimate educational interest shall be informed by
18 administration when a student with a history of violence is assigned to their work
19 site. This notification must be in compliance with all state and federal law.

20 **Section 14.15. General Leaves:**

- 21 A. Leaves of absence without pay for a period not to exceed one (1) year, which are
22 in the best interest of the District, may be granted by the Executive Director of
23 Human Resources or their designee for the purpose of travel, educational pursuits,
24 teaching in a foreign country, working in a professionally related field, adoption
25 leave, child rearing, or other activities.
- 26 B. Such leave must be requested on or before June 1, with the exception of leaves
27 of absence for child rearing. Applications for such child rearing leave must be
28 made at least thirty (30) calendar days prior to the anticipated time the leave is to
29 begin.
- 30 C. Upon return, the staff member will be assigned to a position for which they are
31 qualified through training and/or experience.
- 32 While a staff member is on such leave, they shall have the option to remain an
33 active participant in group medical, dental, vision, long-term disability and life
34 insurance programs as allowable by SEBB.

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

- 36 A. Cash Out for Retirement or Separation: Staff members who retire or die shall be
37 eligible for sick leave cash out on a one (1) to four (4) basis at per diem as permitted
38 by law. On or before May 30 of each year, the District and the Association shall
39 decide whether retirees and those separating from service (TRS Plans 2 and 3)
40 from that year will be eligible to participate in a medical benefits plan for sick leave
41 conversion. In addition, staff members may cash out their sick leave when they
42 separate from service for any reason if they are at least age fifty-five (55) and have
43 ten (10) years of service (TRS Plan 3); or have fifteen (15) years of service (TRS
44 Plan 2).

- 1 i. Staff who notify the District on or before May 1 shall be able to designate
2 the date on the appropriate form when they shall receive their sick leave
3 cash out check from the District.
- 4 ii. Staff members who notify the District after May 1 shall receive their sick
5 leave cash out check at the convenience of the District within three (3)
6 months of notification.
- 7 iii. The District shall honor a staff member's request for confidentiality
8 regarding their proposed retirement.
- 9 iv. In lieu of compensation for sick leave cash out, retiring staff members and
10 those separating from service (TRS Plans 2 and 3) as a group may vote to
11 contribute to a post-retirement medical benefits plan with sick leave
12 conversion funds.

13 B. Annual January Cash Out: Each school year, all staff members shall be eligible
14 for annual cash out at per diem on a one (1) to four (4) basis if they have
15 accumulated at least sixty (60) days as permitted by law. In lieu of compensation
16 for sick leave cash out, staff members with 180 or more days of accumulated sick
17 leave may vote as a group to contribute to a post-retirement medical benefits plan
18 with sick leave conversion funds.

19 **Section 14.17. Immunization Exclusion:** When a staff member is excluded from their
20 work site by the county health authority because of lack of proper immunization, sick leave
21 may be used if the employee has provided prior documentation from a medical doctor that
22 the immunization would place the employee at health risk.

23 **Section 14.18. Paid Family and Medical Leave (PFML):** Employees shall be eligible to
24 receive Paid Family and Medical Leave (PFML) under the Washington State Family and
25 Medical Leave and Insurance Act. To be eligible for this leave, employees must have
26 worked a minimum of 820 hours within the past calendar year. The District shall use the
27 state insurance for PFML, administered by the Washington State Employment Security
28 Department (ESD). Qualifying events, eligibility for the PFML benefit, and the amount of
29 that benefit, are determined through the ESD.

30 PFML shall be used consecutively with the employee's other leave entitlements unless
31 the employee elects otherwise. Any paid leave used concurrently with PFML will be
32 considered a supplemental benefit under the terms of PFML. SEBB will maintain health
33 insurance benefits during periods of approved PFML leave.

34 The District shall pay the statutory employer wage premium and the employee shall pay
35 the statutory individual wage premium to fund this leave.

36 The District will annually notify employees about the benefits available under PFML.
37 Employees are responsible to file claims with the ESD, and payments will come from ESD.
38 The District will provide employees with a known qualifying event a written statement of
39 their rights, and upon request, discuss the intersections between various leave
40 entitlements should an employee have questions regarding filing a claim with the ESD.
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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 of substitute members by October 1, and

ii. Written authorization by the substitute for remittance of all 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, outlined in Appendix C:

i. Employees with Emergency Substitutes Certificates will be consistent with the chart in Appendix C.

ii. A daily rate of pay.

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.

iv. Annually, these rates will be increased to reflect the inflationary adjustment to the state's revenue formulas.

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 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.

D. Substitutes may be eligible for benefits under the School Employees Benefits Board, if they meet the terms and conditions outlined in Section 12.6 of this agreement.

E. In the event a substitute is called by the District and reports for duty and no assignment exists, the substitute may be assigned to an alternative substitute assignment. If there is no alternative assignment, the substitute will receive half the daily rate of pay.

- 1 F. Substitutes who are replacing a staff member whose normal assignment requires
2 travel between schools or travel within the District on school business will be
3 compensated for mileage (Section 12.9.), upon submission of mileage
4 documentation.
- 5 G. In the event a substitute is required by the District to observe, plan or organize
6 lessons in advance of actually taking over the class, such pre-planning work shall
7 be compensated at the daily rate.
- 8 H. Substitutes required by the District to attend workshops and conferences shall be
9 compensated for time spent in participation and attendance at such events. If
10 attendance is during the substitute's work day, the time spent shall count as time
11 worked; if attendance is outside the work day, it shall count as work time for pay
12 purposes, paid at the Extra Duty Rate specified in Appendix D.
- 13 I. Substitutes who have the responsibility for opening a class room shall be provided
14 two (2) days pay for individual preparation and planning.
- 15 J. If a substitute is called to a position and that position continues for the remainder
16 of the school year, that person will receive the contractual rate of pay retroactive
17 to the beginning of the assignment whether or not they are issued a contract for
18 that position.
- 19 K. Substitutes who work 100 days the previous year and work 20 days in the new
20 school year will be moved to "Row B – after 40 Nonconsecutive Days" rate
21 (Appendix C).
- 22 L. The daily rate for substitutes who are retirees of the Highline School District will
23 be consistent with "Row B – after 40 Nonconsecutive Days."
- 24
25 M. When a substitute is asked to use a scheduled planning period to cover a class
26 not part of their originally assigned job, the substitute will be paid for that time at
27 the Extra-Duty Rate identified in Appendix D.
28
29

Section 15.3. Annual Substitutes:

- 30 A. Annual substitutes are hired on a 0.85 FTE leave replacement contract as follows.
31
- 32 i. The annual contract will consist of 155 work days, calendared in advance
33 on student instructional days. Alternate days may be requested by the
34 substitute through Human Resources prior to the first day of employment.
35 Approval will be subject to demand trends for specific dates.
36
- 37 ii. Annual substitutes are not required to participate in District Initiative Days
38 (DID), but may attend at their election and receive clock hours, if available.
39 The District may offer additional compensation for these days at the Extra
40 Duty Rate identified in Appendix D to encourage participation on these
41 days.]
42
- 43 B. Annual substitute compensation for annual substitutes is identified in Appendix C.
44
- 45 i. Compensation will reflect Base Salary only and will not include Professional
46 Learning and Enrichment (PLE).

- 1
2 ii. Annual substitutes will be moved to the contractual rate of pay after the
3 twentieth consecutive day in the same assignment, retroactive to the first
4 day of that assignment. They will be paid the contractual rate for the
5 duration of that assignment, including both Base Salary and PLE. Their
6 contractual FTE may be adjusted to reflect the duration of the assignment,
7 if necessary.
8

9 C. Responsibilities of annual substitutes who are working in short term assignments
10 will be adjusted as follows:
11

- 12 i. Whenever possible, annual substitutes will be placed in assignments of five
13 (5) or fewer days.
14
15 ii. No PLE days or activities are expected.
16
17 iii. The workday for annual substitutes is confined to the 7.5 hour work day,
18 including the 30-minute duty-free lunch. Attendance at activities beyond the
19 workday is not expected.
20
21 iv. The District reserves the right to schedule professional learning opportunities
22 for substitutes during Professional Collaboration Time (PCT). Substitutes are
23 otherwise expected to work a full day in their assignment on PCT Fridays.
24

25 **Section 15.4. Assignment of Substitutes:**
26

- 27 A. Substitutes will be assigned in the following priority, to the extent possible.
28 i. Annual substitutes;
29 ii. Daily substitutes who hold ongoing certification;
30 iii. Daily substitutes who hold an Emergency Substitute certificate.
31
32 B. Daily substitutes will be assigned utilizing the District's online substitute
33 management system. Substitutes may utilize the system to self-manage preferred
34 assignments.
35
36 C. Annual substitutes will be assigned by the District's Absence and Leave
37 Management Team. At the start of each year, substitutes will be afforded an
38 opportunity to identify preferred grade levels for assignments.
39
40 D. A list of substitutes shall be provided to the Association no later than thirty (30)
41 days following the opening of school if requested. Each month thereafter the
42 District shall provide to the Association the names of any new personnel hired as
43 substitutes.
44
45 E. When the District is notified in advance of a staff member's multi-day absence,
46 the substitute who is called will be notified of the length of the assignment. The
47 District will make every effort to assign a substitute who can fulfill the entire
48 assignment.
F. No substitute will be released from a single continuous assignment for arbitrary

1 and capricious reasons.

2 G. The District and the Association will annually review the process for reporting
3 concerns around substitute assignments.
4

5 **Section 15.5. Substitute Expectations:**

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

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

13 C. The District will offer a minimum of five (5) hours each year of professional
14 development aimed at substitute teachers. Clock hours will be provided free of
15 charge. RSVPs may be required, and classes may be cancelled if there are fewer
16 than five (5) confirmed attendees within two (2) weeks of the scheduled session.

17 D. Any investigation that might be necessary due to reported concerns and/or the
18 removal of a substitute from the classroom shall be completed in a timely manner.
19 Substitutes will be notified of the complaint and informed of their Weingarten rights.
20 Any actions resulting from an investigation will be communicated promptly to the
21 substitute.

22 E. The provisions of Article 2 (Association Rights) and Article 7 (Grievance
23 Procedure), shall apply to substitutes.
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ARTICLE 16
DURATION AND EXTENSION

Section 16.1. Agreement: This Agreement shall be effective as of September 1, 2020 and shall continue in effect until August 31, 2022.

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 OSPI Beginning Educator Support Team (BEST) guidelines. 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 teacher retains their rights to a continuing contract and can return to a position for
5 which they are qualified when they complete their Peer Mentor assignment.
6

7 B. New educators selected for the Peer Mentor Program shall receive a stipend of a
8 minimum of five hundred dollars (\$500) payable in their first payroll.
9

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

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

23 **Section 17.7. Job Description, Posting & Assignment:** The job description for the
24 mentor teacher is mutually developed between the District and the Association. The
25 District will notify the Association when hiring trends indicate need for specific
26 qualifications for a particular peer mentor position posting. Peer mentors ending their
27 assignment will be placed using a "Priority Transfer" process, in which they will be placed
28 in a new assignment prior to certificated staff displaced per Section 8.9, so long as there
29 is an opening for which they are qualified.
30

31 Full Time Peer Mentors will be hired in the context of four-year terms, with the following
32 provisions:
33

34 A. No later than March 15 of the first year of a mentor's term, the mentor and their
35 supervisor will have a conversation about whether the peer mentor role aligns well
36 with the skills and dispositions of that educator and matches program needs. If it
37 is determined through that conversation that a return to the classroom is in the best
38 interest of the educator and the program, the teacher will be reassigned for the
39 subsequent school year using the "Priority Transfer" process, and the Peer Mentor
40 position will be posted for a new four-year term.
41

42 B. In the spring of the fourth year of a mentor's term, that peer mentor position will be
43 re-posted, and the existing mentor may choose to re-apply for the position. If the
44 existing mentor is selected, they will begin a new four-year term. If a different
45 individual is selected, the existing mentor will be reassigned for the subsequent
46 school year using the "Priority Transfer" process.
47

48 C. In the event hiring trends indicate need for specific qualifications for peer mentor
49 position posting and it is not possible to achieve the posting in the typical four-year
50 cycle due to other mentor program needs, a peer mentor's position may be re-
51 posted earlier than the fourth year, under the following conditions:

- i. HSD Human Resources will notify the HEA President or designee no later than March 1 of the anticipated need to do an early re-posting of a particular mentor's position for the subsequent school year, and alternative options will be discussed prior to HSD notifying the staff member and posting the position.
- ii. No later than March 31, and prior to any official announcement or posting, the peer mentor's supervisor will meet with the mentor to explain the reasons for the early re-posting. The mentor may have HEA representation for this meeting, should they choose to do so.
- iii. The existing mentor may choose to re-apply for the position. If the existing mentor is selected, they will begin a new four-year term. If a different individual is selected, the existing mentor will be reassigned for the subsequent school year using the "Priority Transfer" process.

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

Section 17.9 ESA Mentors: Educational Staff Associates (ESAs) new to Highline and to the profession will be provided support by an ESA mentor, in their discipline whenever possible, so that support can be tailored to the specific needs of each ESA job category. ESA mentees will be paid a stipend of a minimum of five hundred dollars (\$500) payable in their first payroll, consistent with Section 17.4.B above.

ESA Mentors will also be paid a stipend of a minimum of five hundred dollars (\$500) per mentee, payable as a lump sum in the earliest payroll practicable after the mentee is assigned. Every effort will be made to ensure that ESA mentors have sufficient experience in the District to provide support to the new employee, without assigning too many mentees to any one mentor.

ESAs who agree to be ESA mentors are expected to attend a three-day Mentor 101 Academy, using release time, to participate in any structured ESA mentoring program facilitated by TLL and/or the full time Peer Mentors, and to meet with their mentee(s) several times throughout the year to provide consultation, collaboration and coaching. ESA Mentors will work closely with Peer Mentors to support staff in buildings.

Section 17.10. New Staff Liaisons: Certificated staff new to a building will be offered support by a New Staff Liaison; if this is not feasible, the HEA building representative(s) and principal will confer on how to provide support. New Staff Liaison Responsibilities include: 1) review of general school expectations and procedures, 2) addressing school specific concerns, 3) addressing urgent issues, 4) introduction to school history/context, 5) local orientation to materials and resources, 6) referral to expertise in the building/district.

New Staff Liaisons will be identified by recommendation of their principal and/or HEA building representatives and are selected by mutual agreement based on following criteria; 1) Five+ years of experience, 2) Significant training in mentoring, 3) Capacity to work 3-5 hours/month with new staff in their building and will be compensated at the extra-duty rate identified in Appendix D. New Staff Liaisons will agree to participate in a mentor training program. New Staff Liaisons will work closely with Peer Mentors to support staff in

1 buildings.
2

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 supervision
4 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 provide
9 a district team representative from the following list of options: other building
10 administrators, TOSAs, department heads, teacher mentors, or others. The staff
11 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 maintaining
14 all the required original documents needed for their certification. Portfolio
15 documents will not be placed in a staff member's personnel file, or used for
16 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 annually
19 receive ten (10 hours) pay at average per diem. Staff members, whether serving
20 as the teacher colleague or the district representative, may serve on a maximum
21 of two PGTs annually.
- 22 D. If any part of the above provisions are deemed violations of applicable sections of
23 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 in
34 obtaining and maintaining National Board of Professional Teaching Standards (NBPTS)
35 Certification, and national certification that is available to ESAs not eligible for NBPTS
36 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 based
40 program that is partnered with HSD. This will include the tuition cost of certification
41 at the partner university or the equivalent amount at another university. The
42 certification submission fee is the sole responsibility of the educator.
- 43
44 B. The same \$100,000 will be used on a first-come, first-served basis to provide
45 assistance, HSD-sponsored cohort support, and equipment for candidates for
46 National Board Professional Teaching Standards (NBPTS) Certification. Funding

1 priority will be given to first-time candidates, followed by retake candidates,
2 followed by renewal candidates.

3
4 i. The District will support a cadre of facilitators to support NBPTS
5 candidates. The District will pay the registration fee for NBPTS facilitator
6 training. Should the number of available facilitators exceed the need to
7 provide facilitation, the District and the Association will consult on selection
8 of the facilitators for the school year. Facilitator compensation will be
9 detailed in Appendix D.

10
11 ii. First-time candidates will receive a stipend for 50% of the National Board
12 assessment fee in the form of a forgivable loan upon verification of
13 registration with NBPTS and payment of NBPTS fees. With advance
14 planning, first time candidates will receive up to 3 days of release time over
15 a 3-year period. The district will pay 50% of the WEA member fee for WEA
16 Jump Start and Home Stretch.

17
18 iii. Retake candidates will receive a stipend for 50% of the National Board
19 assessment fee in the form of a forgivable loan upon verification of
20 registration with NBPTS and payment of NBPTS fees. With advance
21 planning, retake candidates will receive up to 2 days of release time. The
22 district will pay 50% of the WEA member fee for WEA Jump Start and Home
23 Stretch.

24
25 iv. Renewal candidates will receive a stipend for 50% of the National Board
26 Renewal or Maintenance of Certification assessment fee in the form of a
27 forgivable loan upon verification of the registration with NBPTS and
28 payment of NBPTS fees.

29
30 C. This same \$100,000 will be used to support ESAs not eligible for NBPTS
31 Certification in obtaining or maintaining a national certification for which they are
32 eligible. The district will provide a stipend of up to \$500 to support initial certification
33 or renewal of certification upon submission of appropriate documentation.

34 **Section 18.5. Professional Certification Recognition:**

35
36 A. NBPTS Certification: All certificated staff earning NBPTS will receive the
37 Washington State bonus for National Board Certification, and if applicable, the
38 additional bonus for working in high poverty schools. If the District fails to apply
39 for reimbursement from the state, the District will be responsible for funding the
40 bonus.

41
42 B. National Certifications for ESAs: HEA members who hold national certifications
43 other than NBPTS and are employed and working in their ESA-endorsed area will
44 be paid at an annual stipend of \$1600, unless they are already being paid a NBPTS
45 stipend. Current ESA staff who may qualify for the stipend must provide
46 documented evidence of their current national certification in their ESA
47 endorsement area to Human Resources.

ARTICLE 19
CLASSROOM TEACHER PROFESSIONAL GROWTH AND EVALUATION

Section 19.1. Introduction/General Principles:

A. Introduction:

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

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

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

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

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

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

4 B. General Principles:
5

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

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

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

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

- 36 iii. Prior to October 1st, the classroom teacher shall be notified in writing
37 whether they will be evaluated on the Comprehensive Cycle or Focused
38 Cycle. Under extraordinary circumstances, the PG&E cycle may be
39 changed mid-year in accordance with the procedures outlined in Section
40 19.7.
41

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

1 electronic file system mutually agreed-upon by the District and the
2 Association.

3
4 v. A copy (paper or electronic) of the state evaluation criteria and CDIF shall
5 be provided to each staff member within fifteen (15) working days of
6 employment. Annual electronic notification of the same shall be provided
7 to all classroom teachers in September of each school year.

8
9 vi. Instructional coaches and school-based specialists are non-supervisory
10 staff who support the improvement of instructional practices in order to
11 improve student achievement. They will not be consulted in the
12 performance and/or evaluation of HEA members.

13
14 vii. HEA members will not evaluate other HEA members.

15
16 viii. Evaluations shall be filed in the staff member's personnel file at the District
17 Human Resources Department no later than August 1.

18
19 ix. In the case of a late-hire or mid-year resignation, retirement, transfer, or
20 change in leave status of a classroom teacher or evaluator, evaluations will
21 be made as follows:

22
23 1. If an employee resigns, retires, or enters a leave status during the
24 school year, a Summative Evaluation will be completed only if all
25 components and procedures related to the appropriate PG&E cycle
26 have been met; if they have not, no Summative Evaluation will be
27 completed for that school year.

28
29 2. If an employee is hired for fewer than 90 work days during the
30 school year, observation cycles may occur, but a Summative
Evaluation will not be completed.

31
32 3. If an employee is hired after October 1, with more than 90 work days
33 remaining in the school year, Comprehensive PG&E timelines will
be adjusted as follows:

34 a. The Comprehensive Cycle Conference 1 (CCC1) must take
35 place after the notification of evaluator pursuant to Section
36 19.1.B.ii and prior to the First Observation.

37 b. The First Observation must take place within 60 work days
38 or 90 calendar days of the employee's start date, whichever
39 is earlier. The January 1 deadline referenced in Section
40 19.6.B.iv.1 does not apply.

1 4. If a classroom teacher is transferred to another position not under his
2 or her current evaluator, the teacher's annual evaluation shall be made
3 by the new evaluator at the end of the year, following procedures
4 outlined in this Article. The initial evaluator may provide written
5 observational feedback to the primary evaluator if all procedures for
6 observations outlined in subsequent sections of this Article were
7 followed.

8 5. If an evaluator, resigns, retires, transfers, or enters a leave status
9 during the school year, the classroom teacher's annual evaluation shall
10 be completed by the evaluator supervising the teacher in June of the
11 school year, using all documented observations, provided all
12 procedures and timelines outlined in this Article were followed by both
13 the former and current evaluator.

14 x. In accordance with RCW 28A.405.130, no administrator, principal, or other
15 supervisory personnel may evaluate a teacher without having received
16 training in Professional Growth and Evaluation procedures, including the
17 CDIF. Such training shall include ongoing professional development
18 designed to implement the PG&E system and maximize rater agreement.
19 Prior to October 1st of each year, HSD will provide to HEA a list of principals
20 and other administrators who have received training on the PG&E system.
21 HSD will ensure that principals hired after September 15 will be provided
22 PG&E training within thirty (30) working days of employment.

23 xi. Record-Keeping: the District shall adhere to the following:

- 24 1. The District and the Association will mutually agree on all forms,
25 electronic or otherwise, used in the PG&E process.
26
27 2. Observation reports, forms, artifacts, and other evaluation
28 documentation shall be maintained and archived in an electronic
29 file system jointly selected by the District and the Association.
30
31 3. All documents, artifacts, and other evidence to be used in
32 evaluation must be shared between the evaluator and the
33 classroom teacher. Notification must be provided when any
34 evidence is placed in a teacher's electronic PG&E file.
35
36 4. Teachers shall not be required to share personal self-assessment
37 information created for the PG&E process.
38

39 **Section 19.2. Implementation & Professional Development:** All applicable staff must
40 be on the PG&E evaluation system. Prior to being evaluated under the PG&E system, the

District shall provide professional development relevant to the framework and evaluation process.

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

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

- Crosswalk of the CDIF Components with the Eight State Evaluative Criteria
- Comprehensive Cycle Flowchart
- Focused Cycle Flowchart
- Pre-conference Suggested Protocol
- Post-Conference Suggested Protocol
- Examples of Evidence & Artifacts
- Danielson Group Extended Special Education Scenarios

Section 19.3. State Criteria & Instructional Framework:

A. State Evaluation Criteria:

The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter content and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple data elements to modify instruction and improve student learning.
7. Communicating and collaborating with parents and the school community; and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. Instructional Framework:

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.

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

Section 19.4. Definitions:

- A. Artifact shall mean any product generated, developed or used by a classroom teacher and submitted by the teacher or evaluator as evidence as part of the PGE process. With few exceptions, artifacts should not be created specifically for the PGE system, but should be a "natural harvest" of products generated in the course of the teacher's practice.
- B. Criteria shall mean one of the eight (8) state defined categories to be scored, as referenced in Section 19.3.A.
- C. Component shall mean a sub-section of a CDIF domain, each of which is aligned with one of the eight criteria. Components include the 22 Charlotte Danielson components plus the five (5) state-mandated student growth components.
- D. Critical Attributes shall mean examples of characteristics and qualities that provide guidance in distinguishing between practice at adjacent levels of performance as described in the CDIF rubric. The Critical Attributes are not to be used as a checklist when scoring components. They are examples to help determine levels of proficiency.
- E. Domain shall mean one of the four CDIF domains, including: 1) Planning and Preparation; 2) Classroom Environment; 3) Instruction; 4) Professional Responsibilities.
- F. Evidence shall mean artifacts, observation reports, documented conversations between the evaluator and teacher, or other appropriately documented observations of the teacher's knowledge and skill in relation to the eight state criteria. Lists or itemization may be accepted as evidence. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student and family input is not prohibited, but shall not be required as evidence.
- G. Not Satisfactory shall mean:

1
2 i. Level 1 – Unsatisfactory - Receiving a 1 - Unsatisfactory is not considered
3 satisfactory performance for all teachers.

4
5 ii. Level 2 - Basic - Receiving a 2 - Basic twice within a consecutive three-
6 year period is not considered satisfactory performance for classroom
7 teachers on a continuing contract with more than five years of teaching
8 experience.

9
10 H. Observation shall mean the gathering of evidence made through classroom or
11 worksite visits, or other visits, work samples, or conversations that allow for the
12 gathering of evidence of performance of assigned duties for the purpose of
13 examining evidence over time against the instructional framework rubrics.

14
15 I. Rubric shall mean the progressive, four-tier description to classify levels of
16 performance on each of the CDIF components.

17
18 J. Student Growth Data shall mean the change in student achievement between two
19 points in time. Student growth data must be based on multiple measures that can
20 include classroom-based, school-based, district-based, and state-based tools.
21 Assessments used to demonstrate growth must be appropriate, relevant, and may
22 include both formative and summative measures.

23
24 **Section 19.5. Scoring:**

25 A. Component and Criteria Scoring

26
27 i. Each component score and/or criteria score will be assigned the following
28 numeric values:

29
30 Unsatisfactory – 1

31 Basic – 2

32 Proficient – 3

33 Distinguished – 4

34
35 ii. Component Scores: Evidence will be gathered over the year to inform the
36 component scores, using a growth philosophy; if growth is made over the
37 year, the later scores will be given greater consideration in determining a
38 final component score. All components within a criterion shall be scored.

39
40 iii. Criterion Score: Component scores within a criterion will be averaged and
41 rounded to reach a final criterion score. When a final criterion score
42 includes a fractional number (for example 2.33), all scores with fractions
43 below .50 will be rounded down, and all fractions .50 or above will be
44 rounded up, for example, a score of 2.33 would receive a final criterion
45 score of 2 and a score of 2.50 would receive a final criterion score of 3.

- iv. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
- v. When there is more than one (1) component, if a 1 – Unsatisfactory is scored, the overall criterion score cannot be higher than 3 – Proficient.
- vi. Scoring shall reflect that there may be multiple methods for demonstrating any given component in the rubric.

B. Summative Performance Rating for Comprehensive Cycle

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

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

C. Student Growth Summative Score for Comprehensive Cycle

i. Student Growth Scoring:

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

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

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

ii. Student Growth Inquiry:

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

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
2. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; and,
4. Create and implement a professional development plan to address student growth areas.

Section 19.6. Comprehensive Evaluation:

A. Description:

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

B. Process:

i. Teacher Self-Assessment

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

ii. Student Growth Goal Setting

1. With the advice of the evaluator, the teacher shall determine student growth goals for Components SG-3.1, SG-6.1 and SG-8.1 and document them in the PG&E electronic file.
 2. Student growth goal-setting and goal-achievement will focus on assessments close to the classroom, and must take into account multiple measures. Classroom-based measures are recommended, and teachers may use school-wide, district-wide, and/or state-wide assessments, if they choose. Teachers shall select which assessment measures to use as part of the goal-setting process. Teachers are encouraged to consider aligning student growth goals with the Annual Action Plan, exploring how individual or team goals could work in support of a school-wide goal or area of focus. Teachers will only be required to set goals for one subject and/or section. The goal for SG-3.1 and SG-8.1, or SG-6.1 and SG-8.1, may be the same goal.
 3. A plan for the Student Growth Goals should be discussed at the Comprehensive Cycle Conference (CCC1) described in Section 19.6.B.iii, but the actual goals may be submitted to the evaluator after the pre-assessment phase is complete.
 4. The teacher must submit student growth goal results (SG-3.2 and SG-6.2) no later than May 1 unless mutually agreed-upon in writing by the teacher and evaluator.
- iii. Initial Conference – Comprehensive Cycle, Conference 1 (CCC1)
1. The Comprehensive Cycle Conference 1 (CCC1) shall be held before November 1 and prior to any scheduled observations of the teacher.
 2. The purpose of CCC1 will be to discuss the teacher's evaluation process for the year, including student growth goals (as outlined above) and potential evidence/artifacts to be collected throughout the year to assess the teacher's performance on the evaluative criteria, as well as to establish a date and time for the first scheduled observation (if not already scheduled).
 3. A pre-observation conversation may also be conducted during CCC1. If the projected timing of the First Observation does not align closely with the CCC1, a separate pre-observation meeting is encouraged, but not required.
- iv. First Observation

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

vii. Provisional Employee Observations

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

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

1. The Comprehensive Cycle Conference 3 (CCC3) will be held within ten (10) working days after the second required observation and before May 5.
2. During the CCC3, 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 CCC3 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, review any previous areas of concern, 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.

- 1
2 5. Opportunities for professional growth that are not areas of concern
3 should be discussed and may be included within the written
4 observation report.
5

6 ix. Additional Observations
7

- 8 1. Additional observations may be necessary to collect further
9 evidence of the teacher's professional practice related to the eight
10 evaluative criteria. These observations are not required to be pre-
11 scheduled, do not have to be in the classroom, and can include
12 anything the teacher may do that is directly observed in a
13 professional setting by the teacher's evaluator.
14
15 2. A series of brief observations conducted within a period of ten (10)
16 working days may be considered a single observation and
17 documented in a single written observation report provided to the
18 teacher within five (5) working days of the last observation.
19
20 3. Any observation to be used in the PG&E process as evidence must
21 be documented, and a written observation report provided to the
22 teacher within five (5) working days of the observation.
23
24 4. If an evaluator becomes a party to information that could affect a
25 classroom teacher's evaluation, such information can be used on
26 the evaluation provided the evaluator has verified the information
27 by either subsequent direct observation or investigation that verifies
28 the information to be accurate and factual. This evidence or verified
29 information shall be considered an additional observation and a
30 written report must be provided to the teacher within five (5) working
31 days of verification.
32
33 5. Any time after an additional observation a teacher may request a
34 post- observation conference to discuss the written observation
35 report.
36

37 x. Electronic Artifacts
38

- 39 1. All observations shall be conducted openly.
40
41 2. Mechanical or electronic devices shall not be used to listen to or
42 record the procedures of any class without the prior knowledge and
43 written consent of the evaluator and teacher. If any electronic audio
44 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 scored at

1 Proficient or higher the previous year, they are eligible to be evaluated using the
2 Focused option. The teacher can stay on the Focused cycle for five (5) years
3 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 they 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 evaluator's
10 decision to move the teacher to the Comprehensive Cycle must be communicated
11 in writing to the teacher prior to December 15. A teacher may elect to move from
12 Focused to Comprehensive at any time prior to February 15 by communicating this
13 decision in writing to their evaluator. Any previous observations and artifacts will
14 be applicable toward the Comprehensive evaluation, but the Comprehensive
15 Cycle procedures would apply subsequent to this notification.
16

17 B. Professional Growth Plan and Summative Scoring

18 i. A Focused Evaluation professional growth plan and related activities need
19 to be tied to one (1) of the eight (8) state evaluation criteria. If the employee
20 chooses criterion 3, 6, or 8, a student growth evaluation component is
21 included within that criterion. If the employee chooses criterion 1, 2, 4, 5,
22 or 7, they must also complete the student growth components in criterion 3
23 or 6.
24

25 ii. The professional growth plan and activities shall be proposed by the
26 teacher and mutually agreed upon with the evaluator at the Focused Cycle
27 Conference 1 (FCC1). If mutual agreement is not reached, the teacher will
28 be moved from Focused to the Comprehensive Cycle without the
29 observation cycle requirement outlined in Section 19.7.A.
30

31 iii. A group of teachers may focus on the same evaluation criteria and share
32 professional growth plans and/or activities. This collaboration should be
33 initiated by the teacher(s) and no individual shall be required to work on a
34 shared goal or plan. Group members will still receive individual summative
35 scores based on evidence of their own professional practice
36

37 iv. The role of the evaluator is to assist the teacher in developing the
38 professional growth plan and then to assist in its implementation,
39 particularly by making reasonable efforts to provide the resources to
40 implement it. Resources may include, but are not limited to: time, materials,
41 facilitation, and/or professional development.
42

43 v. A summative score for the Focused Evaluation is determined using the
44 most recent Comprehensive Summative Evaluation score. This score
45 becomes the Focused Summative Evaluation score for any of the
46 subsequent years following the Comprehensive Summative Evaluation in

1 which the certificated classroom teacher is placed on a Focused
2 Evaluation. Should a teacher provide evidence of exemplary practice on
3 the chosen Focused criterion, a level 4 (Distinguished) score may be
4 awarded by the evaluator, A score of 1 – Unsatisfactory in the student
5 growth components SG 3.2 or SG 6.2 will trigger a student growth inquiry
6 as outlined in Section 19.5.C.
7

8 C. Process

9 i. Professional Growth Plan

- 10 1. Prior to the FCC1, the teacher (or group of teachers) shall outline a
11 professional growth plan and related activities linked to at least one
12 of the state evaluative criteria.
- 13 2. If the teacher chooses criterion 1, 2, 4, 5, or 7, the teacher must
14 also complete the student growth components in criterion 3 or 6,
15 using the same process as described in Section 19.6.B.ii.
- 16 3. The teacher shall document the professional growth plan on the
17 appropriate electronic form and the student growth goal for
18 components SG-3.1 and 3.2 or SG-6.1 and 6.2, if necessary, on the
19 appropriate electronic form.
- 20 4. Procedures related to student growth are outlined in Section
21 19.6.B.ii.
- 22 5. The teacher completes a final reflection on the Professional Growth
23 Plan and submits it to the evaluator by May 15.

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

- 25
- 26 1. The Focused Cycle Conference 1 (FCC1) shall be held before
27 October 15 and prior to any scheduled observations of the teacher.
28
- 29 2. The purpose of FCC1 will be to discuss the employee's professional
30 growth plan for the year, including student growth goals and
31 potential evidence/artifacts to be collected throughout the year to
32 facilitate the scoring of the selected criteria. Employees working
33 together on a shared professional growth plan may elect to meet
34 with the evaluator as a group.
35
- 36 3. At this conference, the evaluator shall review and suggest
37 necessary revisions to the professional growth plan, as well as
38 discuss possible resources that may be allocated to support the
39 plan and related activities.

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

iii. Required Observations

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

1 and evaluative criteria. The evidence provided by the teacher shall
2 be documented and considered in the scoring of the observation. If
3 possible, this evidence shall be provided at least one (1) day prior
4 to the post-observation conference.

5 iv. Focused Cycle Conference 2 (FCC2)

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

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

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

16 vi. Focused Summative Evaluation

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

32 2. All evidence, measures and observations used in developing the
33 comments on the Focused Summative Evaluation must be based
34 on the school year in which the evaluation is conducted and must
35 be documented using the procedures contained within this Article.
36

37 3. The teacher will sign two (2) copies of the Focused Summative
38 Evaluation Report. The signature of the teacher indicates receipt
39 and does not necessarily imply that the employee agrees with its
40 contents. A signed copy of the Summative Evaluation Report shall

1 be placed in the employee's personnel file; the other shall remain
2 with the employee. The teacher may attach any written comments
3 to the final annual evaluation report, if submitted within 30 working
4 days from receipt.

5
6 vii. Summative Focused Evaluation Conference (FCC3)

7 1. The Focused Cycle Conference 3 (FCC3) will occur subsequent to
8 the preparation of the Summative Focused Evaluation Report and
9 prior to the last day of school.

10
11 2. The purpose of the FCC3 is to review and discuss the Summative
12 Evaluation Report and decide upon the appropriate evaluation
13 cycle for the subsequent year.

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

15
16 A. Notification and Requirements

17
18 i. The Association will be notified no less than ten (10) work days prior to the
19 start of the new school year when any teacher is judged below 3 - Proficient
20 on their Summative Evaluation rating the previous spring.

21 B. Support

22
23 i. When a teacher is judged below 3 – Proficient on their Summative
24 Evaluation rating, additional support shall be granted to the employee to
25 support their professional growth.

26 ii. In the event that a teacher's performance is judged to be Not Satisfactory,
27 as defined in Section 19.4, then the provisions of Section 19.9, outlined
28 below, shall apply.

29
30 iii. In the event that a teacher on a continuing contract with more than five (5)
31 years of experience receives a Summative Evaluation rating of 2 - Basic,
32 then a Professional Support Plan will be developed by the teacher and
33 evaluator and put in place no later than October 15th of the subsequent
34 school year.

35
36 1. A Professional Support Plan will identify the specific evaluative
37 areas needing growth and the desired performance expectations.
38 Additionally, the plan will provide for periodic performance feedback
39 during that school year.

40
41 2. A Professional Support Plan shall offer a minimum level of support
42 provided and funded by the district. Additional supports may be

discussed and added by mutual agreement of the teacher and evaluator. A minimum level of support will include:

- a. A mentor, experienced with the level (e.g. elementary, secondary) of the teacher and trained in the CDIF, to work with the teacher for up to 20 hours during the duration of the professional support plan.
 - b. At least three days of release time to observe and/or be observed by other teachers in the district.
 - c. Relevant professional development courses and/or materials, upon request, up to \$500.
 - d. Access to online training materials related to the CDIF.
3. No documentation related to the Professional Support Plan shall be placed in the teacher's personnel file.

SECTION 19.9. Probation:

A. Probation Notification

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

B. Probation

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

- iv. In the event that a teacher merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
 1. The evaluation report prepared pursuant to the provisions of Section 19.6 above, and,
 2. A recommended specific and reasonable program designed to assist the teacher in improving their performance.
- v. If the Superintendent concurs with the administrator's judgment that the performance of the employee is not satisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. Before being placed on probation, the Association and the teacher shall be given notice of action from the Superintendent which shall contain the following information:
 1. Specific areas of performance deficiencies identified from the instructional framework;
 2. A suggested specific and reasonable program for improvement;
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in their area or areas of deficiency.
- vi. Upon request from the teacher and/or principal, the Superintendent or Designee shall consider an extension of the probationary period. Days may be added to the probationary status if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 1st of the same year. In addition, the probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is 1 – Unsatisfactory.
- vii. A probationary plan of improvement will be developed and will include the specific evaluative criteria which must be met and the performance expectations which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the district, and the dates those supports will be put in place. A minimum level of support will include:
 1. An instructional coach, experienced with the level (e.g. elementary, secondary) of the probationary teacher and trained in the CDIF, to

work with the probationary teacher for up to 40 hours during the 60-day probationary period.

2. At least three days of release time to observe and/or be observed by other teachers in the district.
3. A second in-district administrator to observe the probationary teacher, at the request of the teacher.
4. Relevant professional development courses and/or materials, upon request, up to \$500.
5. Release to work on their POI during up to 4 PCT times that are not related to PG&E or professional development related to an area in which they have been judged Basic or Unsatisfactory. No more than two PCT times may be taken from administratively-directed PCT time. Release time to be arranged in advance between the teacher and their principal.
6. Access to online training materials related to the CDIF.

viii. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. During the probationary period the evaluator shall observe and meet with the probationary teacher at least twice a month, and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 19.6 above shall apply to the documentation of observation reports during the probationary period.
3. The probationary teacher may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in notice of probation, and their 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 they have demonstrated improvement in the areas described as deficient, and their 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 their 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
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- xiii. Action by the Superintendent
1. Following a review of the report submitted pursuant to paragraph J above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

- 1 2. A teacher who fails to successfully complete the probation process,
2 as outlined above, may have their probationary period extended at
3 the discretion of the Superintendent, provided they have not
4 received a summative evaluation rating of 1-Unsatisfactory for two
5 years in a row.

6
7 **SECTION 19.10. Non-Renewal (Discharge):**
8

9 When a continuing contract teacher with five (5) or more years of experience receives a
10 comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive
11 years, and has completed the minimum 60-day probationary period, the District shall, no
12 later than May 15th, implement the teacher notification of non-renewal (discharge) as
13 provided in RCW.28A.405.300.
14

15 The teacher who is, at any time, issued a written notice of probable cause for non-renewal
16 or discharge by the Superintendent pursuant to this Article shall have ten (10) days
17 following receipt of said notice to file any notice of appeal as provided by statute or by this
18 Agreement.
19

20 **SECTION 19.11. Provisional Employees:**
21

22 Before non-renewing a provisional teacher, the evaluator shall have made good faith
23 efforts beyond the minimum requirements of the evaluation process to assist the teacher
24 in making satisfactory progress toward remediating deficiencies.
25

26 If, after the first 90 days of the school year, an evaluator believes a provisional teacher
27 may receive less than a Proficient - 3 rating on their final summative evaluation, written
28 notice shall be provided to the teacher and the Association prior to March 1, or within thirty
29 (30) calendar days of the employee's 90th day of employment, if the employee is new to
30 the District.
31

32 Any notification of non-renewal shall be issued no later than May 15, as provided in RCW
33 28A.405.220.

34 **SECTION 19.12. Evaluation Results:**
35

36 A. Evaluation results shall be used:

- 37 i. To acknowledge, recognize, and encourage excellence in professional
38 performance.
39
40 ii. To document the level of performance by a teacher of their assigned duties.
41
42 iii. To identify specific areas for a teacher's professional growth, based on the
43 criteria included on the evaluation instrument.
44
45 iv. To document performance by a teacher judged unsatisfactory based on the
46 District evaluation criteria.

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v. As one of multiple factors in Human Resources and personnel decisions only as defined elsewhere in this agreement.

B. Evaluation results shall not be used to determine any type of base or additional compensation.

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 9 day of September 2020.

HIGHLINE EDUCATION ASSOCIATION

By: Andrea Stewart
President

Elizabeth Dech
Union Director

Shawn Hoops
Bargaining Chair

Edwin Pinski
Negotiating Team Member

David J. Pomeroy
Negotiating Team Member

John Mahi
Negotiating Team Member

Bill Cady
Negotiating Team Member

CMC
Negotiating Team Member

W. B.
Negotiating Team Member

Veronica Fairchild
Negotiating Team Member

HIGHLINE SCHOOL DISTRICT NO. 401

By: Angelica Alvarez
President, Board of Directors

S. Cipriani
Superintendent

Brian Porter
Chief Negotiator

Chad Lewis
Negotiating Team Member

Leon Jacobson
Negotiating Team Member

JS
Negotiating Team Member

W. H.
Negotiating Team Member

M. Johnson
Negotiating Team Member

James F. Edge Hollaway
Negotiating Team Member

Margaret L. Hall
Negotiating Team Member

Colin Rye
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.

**HIGHLINE SCHOOL DISTRICT
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:	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; 1.2 determines accurately and efficiently those individuals who exhibit disorders of language, speech and/or hearing; 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; 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.
2. THERAPEUTIC SERVICES:	2.1 designs a program for language, speech and hearing services within the school; 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; 2.3 conducts a program which effectively modifies the behavior characterizing the language, speech and/or hearing disorder.
3. CONSULTATIVE SERVICES:	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; 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; 3.3 uses the information of other professional team members in planning more effective remediation for a student; 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; 3.5 serves as a resource person in the area of language, speech and hearing skills.
4. PERSONAL QUALITIES:	4.1 functions effectively and cooperatively within the educational environment; 4.2 selects a variety of activities which insure continuous professional growth.

**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 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
+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.	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
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.	6.1 possesses and maintains competency in current teaching techniques; 6.2 deals with personal information and communication in an ethical manner.
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.	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.
8. PERSONAL QUALITIES RELATED TO TEACHING: The certificated classroom teacher demonstrates a competent level of knowledge and skill in personal areas related to teaching.	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.

HIGHLINE PUBLIC SCHOOLS

2020-21 - School Calendar

APPENDIX B

August 2020	September 2020	October 2020	November 2020	December 2020	January 2021																																																																																																																																																																																					
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<div>Breaks/Holidays - All Schools Closed</div> <div>Non-Student Day/Staff Work Day</div>	<div>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.</div>	<div>Emergency Make-up Days if needed per OSPI recommendation</div>	<div>Ratified: 9/9/20</div>																																																																																																																																																																																							

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
2020-21 HEA SALARY SCHEDULE

Experience		BA	BA + 45	BA + 90	MA+0 (* BA + 135)	MA + 45	MA + 90 or Ph.D.
0 Years	Base	\$53,302	\$57,729	\$62,525	\$63,904	\$68,702	\$71,794
	PLE Days	\$583	\$631	\$683	\$698	\$751	\$785
	PLE Stipend	\$4,531	\$4,907	\$5,315	\$5,432	\$5,840	\$6,103
	Total	\$58,415	\$63,267	\$68,523	\$70,034	\$75,292	\$78,681
1 Years	Base	\$54,020	\$58,551	\$63,398	\$64,615	\$69,461	\$72,533
	PLE Days	\$590	\$640	\$693	\$706	\$759	\$793
	PLE Stipend	\$4,592	\$4,977	\$5,389	\$5,492	\$5,904	\$6,165
	Total	\$59,202	\$64,168	\$69,480	\$70,813	\$76,125	\$79,491
2 Years	Base	\$54,703	\$59,384	\$64,218	\$65,330	\$70,162	\$73,268
	PLE Days	\$598	\$649	\$702	\$714	\$767	\$801
	PLE Stipend	\$4,650	\$5,048	\$5,458	\$5,553	\$5,964	\$6,228
	Total	\$59,951	\$65,081	\$70,378	\$71,597	\$76,893	\$80,296
3 Years	Base	\$55,408	\$60,174	\$64,997	\$66,008	\$70,828	\$74,010
	PLE Days	\$606	\$658	\$710	\$721	\$774	\$809
	PLE Stipend	\$4,710	\$5,115	\$5,525	\$5,611	\$6,020	\$6,291
	Total	\$60,723	\$65,946	\$71,232	\$72,341	\$77,623	\$81,110
4 Years	Base	\$56,099	\$60,998	\$65,851	\$66,719	\$71,570	\$74,776
	PLE Days	\$613	\$667	\$720	\$729	\$782	\$817
	PLE Stipend	\$4,768	\$5,185	\$5,597	\$5,671	\$6,083	\$6,356
	Total	\$61,481	\$66,849	\$72,168	\$73,120	\$78,436	\$81,949
5 Years	Base	\$56,812	\$61,834	\$66,669	\$67,442	\$72,277	\$75,544
	PLE Days	\$621	\$676	\$729	\$737	\$790	\$826
	PLE Stipend	\$4,829	\$5,256	\$5,667	\$5,733	\$6,144	\$6,421
	Total	\$62,262	\$67,766	\$73,064	\$73,911	\$79,211	\$82,790
6 Years	Base	\$57,545	\$62,683	\$67,493	\$68,182	\$72,994	\$76,276
	PLE Days	\$629	\$685	\$738	\$745	\$798	\$834
	PLE Stipend	\$4,891	\$5,328	\$5,737	\$5,795	\$6,205	\$6,483
	Total	\$63,065	\$68,696	\$73,968	\$74,722	\$79,996	\$83,593
7 Years	Base	\$58,835	\$64,123	\$69,005	\$69,568	\$74,449	\$77,827
	PLE Days	\$643	\$701	\$754	\$760	\$814	\$851
	PLE Stipend	\$5,001	\$5,450	\$5,865	\$5,913	\$6,328	\$6,615
	Total	\$64,479	\$70,275	\$75,625	\$76,242	\$81,591	\$85,292
8 Years	Base	\$60,721	\$66,307	\$71,255	\$71,751	\$76,699	\$80,198
	PLE Days	\$664	\$725	\$779	\$784	\$838	\$876
	PLE Stipend	\$5,161	\$5,636	\$6,057	\$6,099	\$6,519	\$6,817
	Total	\$66,546	\$72,668	\$78,091	\$78,634	\$84,057	\$87,891
9 Years	Base		\$68,513	\$73,578	\$73,956	\$79,021	\$82,641
	PLE Days		\$749	\$804	\$808	\$864	\$903
	PLE Stipend		\$5,824	\$6,254	\$6,286	\$6,717	\$7,025
	Total		\$75,086	\$80,636	\$81,050	\$86,602	\$90,569
10 Years	Base		\$70,834	\$75,965	\$76,277	\$81,411	\$85,147
	PLE Days		\$774	\$830	\$834	\$890	\$931
	PLE Stipend		\$6,021	\$6,457	\$6,484	\$6,920	\$7,238
	Total		\$77,628	\$83,253	\$83,594	\$89,221	\$93,315
11 Years	Base		\$73,221	\$78,464	\$78,665	\$83,910	\$87,721
	PLE Days		\$800	\$858	\$860	\$917	\$959
	PLE Stipend		\$6,224	\$6,669	\$6,687	\$7,132	\$7,456
	Total		\$80,245	\$85,991	\$86,211	\$91,959	\$96,136
12 Years	Base		\$75,533	\$81,031	\$81,148	\$86,476	\$90,404
	PLE Days		\$825	\$886	\$887	\$945	\$988
	PLE Stipend		\$6,420	\$6,888	\$6,898	\$7,350	\$7,684
	Total		\$82,779	\$88,804	\$88,932	\$94,771	\$99,077

Experience		BA	BA + 45	BA + 90	MA+U (*5 BA + 135)	MA + 45	MA + 90 or Ph.D.
13 Years	Base			\$83,661	\$83,717	\$89,105	\$93,150
	PLE Days			\$914	\$915	\$974	\$1,018
	PLE Stipend			\$7,111	\$7,116	\$7,574	\$7,918
	Total			\$91,687	\$91,748	\$97,653	\$102,085
14 Years	Base			\$86,303	\$86,362	\$91,921	\$96,000
	PLE Days			\$943	\$944	\$1,005	\$1,049
	PLE Stipend			\$7,336	\$7,341	\$7,813	\$8,160
	Total			\$94,582	\$94,646	\$100,738	\$105,209
15 Years	Base			\$88,549	\$88,606	\$94,310	\$98,496
	PLE Days			\$968	\$968	\$1,031	\$1,076
	PLE Stipend			\$7,527	\$7,532	\$8,016	\$8,372
	Total			\$97,044	\$97,106	\$103,357	\$107,945
16 through 19 Years	Base			\$90,319	\$90,377	\$96,195	\$100,466
	PLE Days			\$987	\$988	\$1,051	\$1,098
	PLE Stipend			\$7,677	\$7,682	\$8,177	\$8,540
	Total			\$98,984	\$99,047	\$105,423	\$110,104
20 through 24 Years	Base	\$60,721	\$75,533	\$90,319	\$90,377	\$96,195	\$100,466
	PLE Days	\$664	\$825	\$987	\$988	\$1,051	\$1,098
	PLE Stipend	\$5,161	\$6,420	\$7,677	\$7,682	\$8,177	\$8,540
	Longevity	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
	Total	\$69,046	\$85,279	\$101,484	\$101,547	\$107,923	\$112,604
25 through 30 or more Years	Base	\$60,721	\$75,533	\$90,319	\$90,377	\$96,195	\$100,466
	PLE Days	\$664	\$825	\$987	\$988	\$1,051	\$1,098
	PLE Stipend	\$5,161	\$6,420	\$7,677	\$7,682	\$8,177	\$8,540
	Longevity	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Total	\$71,546	\$87,779	\$103,984	\$104,047	\$110,423	\$115,104

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 9, 2020

PAY RATE INFORMATION FOR CERTIFICATED SUBSTITUTES

The following rates are in effect for the 2020-21 school year

		Monday - Friday
a	Daily Substitutes	\$176.17
b	After 40 Nonconsecutive Days	\$196.90
c	Half-Day	½ of the Daily Rate + \$6.00
d	Emergency Sub Rate	\$143.26
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 be moved to Row b and receive the After 40 Nonconsecutive Days rate.

The daily rate for substitutes who are retirees of the Highline School District will be consistent with Row b – “After 40 Nonconsecutive Days.”

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.

PAY RATE INFORMATION FOR CERTIFICATED ANNUAL SUBSTITUTES'

Annual substitutes will be compensated as follows, reflective of a 0.85 FTE contract. Compensation will be a percentage of Base Salary, not to include Professional Learning and Enrichment (PLE).

Experience	BA	BA+45 (MA=45)	BA+90
0-2 years	85% of BA Step 0	85% of BA/45 Step 0	85% of BA/90 Step 0
3-6 years	85% of BA Step 3	85% of BA/45 Step 3	85% of BA/90 Step 3
7+ years	85% of BA Step 7	85% of BA/45 Step 7	85% of BA/90 Step 7

1 Annual substitutes will be moved to the contractual rate of pay after the twentieth consecutive
 2 day in the same assignment, retroactive to the first day of that assignment. They will be paid
 3 the contractual rate for the duration of that assignment. The contractual rate of pay is taken
 4 from the current teacher salary schedule and placement is based upon education and years
 5 of experience. Experience verifications from other school districts or educational institutions,
 6 along with official transcripts are required in order to calculate placement

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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: Summer School Instructors (Regular Education or Extended School Year) receive the Extra Duty Rate outlined in Appendix D 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 and/or within two (2) weeks of the first student day; these five (5) days will be paid at the rate of 1/36 of base salary, 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 and/or within two (2) weeks of the first student day; these ten (10) days will be 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

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

K. Extra Duty: Staff members who are employed for extra work beyond the contractual work year will be paid at the rate of \$38.86 per hour for the following: teaching students or adults, leading or facilitating an activity, preparing and delivering 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. Shared Leadership Team Fund: Each school will receive a fund to be divided equally among certificated members of its Shared 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 HEA staff for developing/integrating new curriculum or programs. The building staff shall annually review the process for accessing this fund. 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:	
iii. <400 =	\$2,000
iv. 400 – 499 =	\$2,500
v. 500 – 599 =	\$3,000
vi. >600 =	\$3,500

The District shall reserve at least two (2) PD substitute codes available each school day for use within the funds provided by this section except when pre-identified days require the reservation of all PD sub codes for accommodating a district wide initiative or the request for a PD substitute code has been made less than two (2) weeks in advance.

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: Secondary counselors will be paid at the rate of 1/36 of base salary per week for an additional five (5) days service completed during the summer, prior to the first student day. Each counselor in school buildings with an average counselor caseload greater than 300 students per the formula outlined in Section 4.15.1.ii as of the last student count day of the previous year may be paid for an additional two (2) days service completed during the summer, prior to the first student day. Changes to

the distribution of days within a building may be requested by a building by June 1 and will be reviewed for potential approval by the HEA-HSD Labor-Management Team by June 15. Compensation for the five days will be paid in a lump sum on the September pay warrant if documentation of the days worked is submitted before September 10. If this deadline is missed, documentation may be provided in October for payment on the October or November warrant

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.
- 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.

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

- a. 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.
- b. 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.
- c. 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)

APPENDIX D

Z. 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:

- a. Sum of $((1\frac{1}{2} \text{ hours} \times \text{number of students})/2) \times \text{"individual hourly rate"}$ figured each semester.
- b. All other FACSE teachers will receive five (5) days at per diem, multiplied by the teacher's FACSE FTE.

AA. 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.

Section E.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.)

Letter of Agreement
between
Highline Education Association
and
Highline School District
ACT Time
Effective school year 2020-2022

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.

During the 2020-21 school year, Adapted PE teachers may receive their ACT time through either a 4:1 or release day model. Beginning in the 2021-22 school year, Adapted PE teachers will receive their ACT time through a 4:1 model.

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.



Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/7/20

Date



Dr. Sandra L. Hunt
President
Highline Education Association


9/9/20

Date

Letter of Agreement
between
Highline Education Association
and
Highline School District
Dual Language Committee
Effective school year 2020-2022

The joint bargaining teams have identified questions related to dual language programs that require further discussion and the expertise of our joint Dual Language Committee. The bargaining teams ask the Committee to prioritize these questions and present recommendations to the bargaining teams on some or all of these questions prior to March 1, 2021, and the remainder by March 1, 2022:

- **Vision:** How can we strengthen Highline's DL goals (Bilingualism/biliteracy, high academic achievement in both languages, sociocultural competence) in all aspects of the DL program (materials, curricula, trainings, etc.)?
- **DL Curriculum:** How can we increase DL teacher access to necessary curriculum?
- **Secondary DL:** What is the vision for growth of the dual language program in secondary schools? What support structures need to be implemented for that growth? How can the staffing and scheduling impacts of that growth be anticipated and mitigated? What staffing is necessary to adequately support DL teachers and students while considering the impacts on all stakeholders?
- **DL Assessment:** How can we best assess DL students in both languages? What kind of time and resources are required for such assessments? How can we ensure such time and resources are provided?



Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/9/20
Date



Dr. Sandra L. Hunt
President
Highline Education Association

9/9/20
Date

**Letter of Agreement
between
Highline Education Association
and
Highline School District
Fostering Equity and Anti-Racism
Effective school year 2020-2022**

The District (HSD) and Association (HEA) share a commitment to high quality educational outcomes for all students and to disrupting institutional racism and inequity, consistent with Board Policy 0010. To enhance and improve our collective efforts to provide equitable and inclusive working and learning environments for all students, families, staff and communities, this Letter of Agreement outlines steps to be taken during the duration of this agreement to co-create, enact, and evaluate new equitable practices, policies, and procedures that foster racial/cultural affirmation and promote a culture of belonging. The parties share an intent to include successful practices, policies, and procedures arising from these efforts in the negotiations for a successor Collective Bargaining Agreement (CBA), District operating principles, and/or Board Policy, as appropriate.

Establish a Highline Equity and Anti-Racist Team (HEART)

- **Composition**
 - 4 members selected by HPS;
 - 4 members selected by HEA;
 - 4 members from classified employee groups;
 - 4 members from the community using a selection criteria and process developed by the Team at their initial meeting.
- **Charge**
 - In collaboration with the student Behavior Support Team and HSD Teaching & Learning, recommend anti-racist professional learning from the lens of historically marginalized groups.
 - Work with the Instructional Materials Committee (IMC) to recommend intentional selection and inclusion of teachings in content area classes of important cultural/historical events for historically marginalized communities.
 - Develop guidelines for the structure, tasks/charges, and support for School/Site-Based Equity Teams (SBETs) for implementation in 2021-22. The District will provide \$25,000 district-wide to support SBETs in 2021-22.
 - Select/create a framework or tool for School/Site-Based Equity Teams to use to conduct an equity analysis and an anti-racist analysis at their worksites.
 - Plan an annual meeting for district-wide training and collaboration amongst and between School/Site Based Equity Teams.
 - Develop ongoing charges for the HEART to be recommended for inclusion in CBA language.

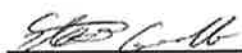
Pilot Innovative Practices to Foster Diversity in the Workforce

- In an effort to provide more stability and support for teachers new to the profession and/or new to Highline, Section 8.9 of the CBA will be modified to exempt teachers with a Provisional Continuing Contract, unless there are no teachers with the same certification and endorsements on a Non-provisional Continuing Contract.

- In collaboration with HEA leadership through the District-Level Labor-Management Team, HSD Human Resources will design and pilot a predictable Early Volunteer Transfer Process consistent with Sections 8.8 and 8.9 of the CBA to facilitate opportunities for earlier career teachers to have more stability in their worksites. An outline of this process will be shared with all HEA-represented employees no later than January 15, 2021.

Providing Additional Support for Educators of Color and from Other Historically Marginalized Communities

- HEA and HSD will continue to support voluntary Educator Affinity Groups with additional compensation. Details and guidelines will be shared no later than October 31, 2020.
- During the 2020-21 school year, in collaboration with the HEART, HEA and HSD will develop additional mentoring opportunities for educators of color and those from historically marginalized communities who are in their first three years of employment, including building upon structures of the affinity groups, for implementation no later than 2021-22.


 Dr. Steve Grubb
 Chief Talent Officer
 Highline School District

9/9/20
 Date



 Dr. Sandra L. Hunt
 President
 Highline Education Association

9/9/20
 Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Joint Assessment Review Committee (Highline Assessment Team)
Effective School Year 2020-2022


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.



Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/9/20

Date



Dr. Sandra L. Hunt
President
Highline Education Association

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Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Middle School Health/PE Class Sizes
Effective School Year 2020-2022

With the transition of sixth grade into middle school, approximately 20 hours of 6th grade Health curriculum content has been integrated in PE, Science, and/or Advisory classes. Health instruction for 7th and 8th grades may include stand alone Health classes and/or the integration of Health content into other classes (PE, Science, and/or Advisory). The curricular impact of this integration for 7th and 8th grades will be reviewed throughout the duration of this agreement.


Therefore, the Highline School District (HSD) and Highline Education Association (HEA) agree, for the duration of this agreement, to suspend the larger class size language for 7th and 8th grade PE classes that will include integrated Health content. If the Health content included in 6th grade PE exceeds eight (8) hours during first semester, this agreement will also apply to second-semester 6th grade PE classes. For schools that maintain stand-alone Health classes at one or more grades, the larger class size allowance for PE will remain for those grade levels with stand-alone Health.

For integrated Health/PE classes, however, class size ratios will be consistent with other subject areas, reflected by the strikethrough of PE provisions in Section 4.16.D. below. Again, this change does not apply to 7th and 8th grade PE classes that do not include Health content, nor to 6th grade PE classes, so long as the Health content remains less than eight (8) hours per semester.

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.~~

When a successor agreement is negotiated, HEA and HSD will examine the amount of Health content integrated into combined Health/PE classes and address appropriate class-size ratios accordingly.



Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/9/20
Date



Dr. Sandra L. Hunt
President
Highline Education Association

9/9/20
Date


Letter of Agreement
between
Highline Education Association
and
Highline School District

Overload Mitigation Process for Speech Language Pathologist
Effective school year 2020-2021


The District and the Association agree to continue the current practice of overload calculation for Speech Language Pathologists (SLPs) through academic year 2020-21, as outlined below.

The District will allocate FTE so as to provide an average caseload of 44:1 using caseload counts monitored consistently through April-June of previous school year between the special education administrator and SLP Designee/s. Individual caseloads may vary above or below 44. Additional staffing will be provided to ensure coverage of full ECSE classrooms. The SLP designee/s and special education administrator will determine assignments after consultation with the SLPs. In the case where the average ratio exceeds 44:1 and caseloads cannot be balanced among the SLP's, increases in FTE will be added to the nearest .5 FTE.

The parties also agree to work through the Special Education Committee and/or the HEA/HSD Labor Management Team to develop and recommend contract language for SLP mitigation to the Joint Bargaining Teams to be negotiated as a contract reopener in spring 2021 for implementation in academic year 2021-22. If the parties are not able to reach agreement in reopener negotiations, the current practice of calculating overload mitigation will remain in place until a successor agreement is negotiated.


Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/9/20
Date



Dr. Sandra L. Hunt
President
Highline Education Association

9/9/20
Date

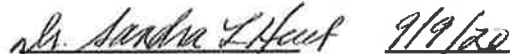
Letter of Agreement
between
Highline Education Association
and
Highline School District
Peer Mentors
Effective school year 2020-2021

The Highline School District ("District") and the Highline Education Association ("Association") recognize that the District is likely to experience lower-than-usual numbers of new hires during the 2020-2021 academic year. In order to maximize Title funds, the parties agree that the District may reduce the number of peer mentors required in Article 17 by 1.0 FTE for this academic year only, provided active average caseloads for peer mentors do not exceed 25 mentees.

In the event that the active average caseloads for the existing four (4) peer mentors exceed 25 per mentor, the District will post an additional 1.0 FTE peer mentor. In the event there is difficulty filling the position, the District will collaborate with the Association to appoint a mutually agreed upon specialist to assist with the peer mentor program on an interim basis for the balance of the school year. In addition, HEA and HSD agree that the work of peer mentors will continue to focus on mentoring and supporting certificated staff new to the profession. Support of additional certificated staff who may require additional mentoring will only be requested if average caseloads provide capacity for such assistance.


Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/9/20
Date


Dr. Sandra L. Hunt
President
Highline Education Association

9/9/20
Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Ready K!

The Highline Education Association (HEA) and Highline School District (HSD) have a shared interest in implementing a transitional kindergarten program, consistent with OSPI guidelines and contingent upon continued availability of state funding, to support kindergarten readiness for Highline students. Highline's transitional kindergarten will be known as *Ready K!* Except as outlined below, all provisions of the Collective Bargaining Agreement (CBA) apply to *Ready K!* just as they would to other kindergarten classes.

1. **Pro-rated Calendar and Contract Year.** *Ready K!* teachers will be hired on a pro-rated contract of .508 FTE, reflective of a 94-day calendared work year. 92 of those days will be considered student days, including two days for WA KIDS Family Connections; the remaining two days will be considered non-student District Initiative Days (DID). Teachers will also receive .508 prorated PLE (Professional Learning & Enrichment) days and stipends. The calendar for *Ready K!* will be determined collaboratively between HSD and HEA using the following parameters, and may be adjusted as a result of emergency/inclement weather closures:

- The first *Ready K!* student day will be determined by applying the .508 *Ready K!* contract to District School Calendar, taking into account the number of days needed for DID and PLE.
- Two DID days will be scheduled during the five (5)-day period prior to the first *Ready K!* student day.
- One self-directed PLE day will be scheduled during the five (5)-day period prior to the first *Ready K!* student day.
- The first two student days of the *Ready K!* calendar will be used for WA-KIDS Family Connections.
- The last *Ready K!* student day will be consistent with the HSD School Calendar for all students, unless impacted by emergency/inclement weather closures. For example, in the case of an emergency closure day that occurs prior to the start of *Ready K!*, *Ready K!* staff and students would not work on the emergency make-up day.

2. **Class Size.** The class size for *Ready K!* will be 17:1 per day as the "Soft Cap" referenced in CBS Section 4.16.C. The "Hard Cap" for *Ready K!* will be 18:1, reflecting that *Ready K!* class size may not exceed 18:1. In addition, teachers will *not* receive overload mitigation (per Section 4.19) if their *Ready K!* class is at 18:1, rather than 17:1 or below.

3. **Paraprofessional Support.** Each *Ready K!* classroom will be allocated six hours of paraprofessional support to assist at lunch, recess, and in the classroom.

4. **Report Cards and Progress Reports.** In lieu of traditional report cards as outlined in Section 3.3.D, *Ready K!* students will receive WA KIDS progress reports at the Winter and Spring grading periods.

5. **Professional Growth & Evaluation (PG&E).** As classroom teachers, *Ready K!* teachers will participate in the Comprehensive PG&E process as outlined in Article 19, as required by state law. Teachers will be evaluated by the Director of Pre-K and Elementary Success. Teachers will be encouraged to create nested student growth goals as a *Ready K!* team, consistent with Section 19.6.B.ii. Due to the modified contract year and calendar, certain Comprehensive PG&E timelines and dates in Section 19.6 will be adjusted as follows.

- Comprehensive Cycle Conference (CCC) 1 to be completed by Feb 15th.
- CCC 2 to be completed between Feb 15 – March 31st.
- CCC 3 to be completed between April 1st – May 15th.
- Artifacts due June 1 (Note: PCTs may be focused on the Danielson Framework/artifacts).
- Dates for CCC 4 and the Summative Evaluation are consistent with the CBA.

6. **Flex Time.** *Ready K!* teachers may be required to contribute up to ten (10) hours of Flex Time, per Section 4.1.C, as allocated by the building principal and SLT at their worksite.


7. **Family Engagement Nights.** *Ready K!* teachers will be expected to attend one Family Engagement Night per month, which will be focused on student data. Preparation for these events will be included in regular PCTs, but extra service contracts will be provided for time actually spent at the events.

8. **PCT.** The allocation ratios for Professional Collaboration Time (PCT) for *Ready K!* teachers will be consistent with Section 4.4. However, the schedule of PCTs and the 50% administratively directed time will be determined by the Director of Pre-K and Elementary Success or other designee in the Teaching, Learning & Leadership Department, rather than by their building principal. In addition, for the 25% collaboratively-directed time, *Ready K!* teachers will be expected to work with their *Ready K!* teacher team, which may necessitate notification of their building principals that they are leaving their usual worksite.

9. **Staff meetings.** *Ready K!* teachers will attend staff meetings at their usual buildings, consistent with Section 4.1.F.

10. **SEBB.** *Ready K!* teachers on a .508 FTE contract are considered SEBB eligible. HSD Human Resources will work with teachers individually to address any issues related to benefits coverage arising from their modified contract year.

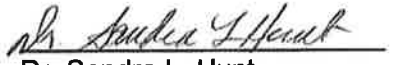
11. **Continuing Conversations.** The parties shall continue to monitor the implementation and *Ready K!* through regular District-level labor-management meetings, and will address any additional complications or anomalies with a problem-solving approach.



Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/7/20

Date



Dr. Sandra L. Hunt
President
Highline Education Association

9/9/20

Date

Letter of Agreement
between
Highline Education Association
and
Highline School District
Replace Section 16.2
Effective school year 2020-2022

For the term of the current collective bargaining agreement (2020-2022), HEA and HSD agree to replace Section 16.2 with the following:

Section 16.2. Labor/Management Meetings: Frequent and purposeful communication is one tool for meeting the common and separate interests of the District and Association. For that reason, HEA and HSD representatives (usually the HEA President, UniServ Director and District Human Resources administrator) will continue to meet on a recurring basis throughout the school year to monitor implementation of this Agreement, identify new issues that have arisen after the completion of negotiations, and seek solutions to problems that do not require changes in the collective bargaining agreement. At the beginning of each school year, the Labor/Management team will identify an annual schedule with meetings occurring at least monthly (and often more frequently). The Labor/Management team may consult with or invite other subject-matter experts to join the meetings as determined necessary or helpful.

Section 16.3. Modifications/Reopeners: This Agreement may be modified at any time by mutual agreement of the parties. In addition, the parties agree to reopen provisions of this agreement in the spring of 2021 for bargaining on the following topics:

- A. Subsequent legislative action, including changes in funding formulas, which significantly impact the wages, hours or working conditions of employees in this bargaining unit;
- B. The 2021-22 work year calendar, including but not limited to the perpetual calendar language in the current Agreement and the scheduling of secondary conferences;
- C. Recommendations from the Joint Committee on Special Education for changes to the SLP mitigation formula; and
- D. Recommendations, if any, for contract language changes from the Joint Committee on Dual Language programs.

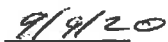
The HEA bargaining team shall be provided release time for all meetings scheduled during the student day. These meetings shall be intended to further develop or refine the collaborative bargaining process and the skills necessary for same, and to discuss and resolve problems and issues either or both teams believe to be appropriate.

Section 16.4. Successor Agreements: 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.

Section 16.5 No Strike/No Lockout: 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.



Dr. Steve Grubb
Chief Talent Officer
Highline School District



Date



Dr. Sandra L. Hunt
President
Highline Education Association



Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Secondary Counselor Schedule Adjustment 2020-2021

The Highline School District and Highline Education Association recognize that the public health crisis caused by COVID-19 has impacted Highline secondary schools' master schedule planning. As a result, HEA and HSD have agreed that secondary counselors will each have five (5) workdays prior to the first day of school to perform summer work. This time replaces the 10 hours per 100 students formula identified in Appendix D. This work will be paid at the rate of 1/36th of base pay per week. Only time worked after June 19th counts toward the time worked, and the dates/times of work will need to be documented. Processes for this will be communicated at a later date.

In addition, HEA and HSD have agreed on a method for allowing secondary counselors to "comp" up to two days of work to address master schedule changes due to remote learning plans, if this is needed and the counselors choose to do so. Please follow the directions below.


Counselors may identify 7 or 14 hours prior to the first student instructional day (September 9) to work on master schedules outside of normal work hours, and then select two days after the start of the first quarter for students to be non-work "comp" days in exchange. Record those non-work dates in the chart below.


If for any reason a counselor has not used their "comp" days by Nov 24, 2020, the days will automatically be taken on Nov. 24 and 25 with Nov. 25 being the deadline and date of last resort.

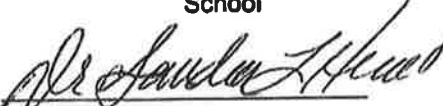
The following counselors have voluntarily agreed to adjust their work hours as above and "comp" their time during the 2020-21 school year in order to provide time to redesign the school's master schedule. Each worksite/school that employs a "comp" schedule will submit the following table with all information included for each counselor who volunteers.

Counselor's Names	Counselor Signatures	Hours to be worked	Dates "comped" out

Principals – Please scan and submit a completed form to Chris Larsen (christina.larsen@highlineschool.org) no later than September 9, 2020.

Principal Name

Dr. Steve Grubb
Chief Talent Officer
Highline School District

Principal Signature

Date
8/18/20

School

Dr. Sandra Hunt
President
Highline Education Association

Date
8/18/20
Date

Letter of Agreement
between
Highline Education Association
and
Highline School District

Special Education Joint Committee
Effective school year 2020-2022

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: special education delivery models, staffing and workload issues, 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.



Dr. Steve Grubb
Chief Talent Officer
Highline School District



Date



Dr. Sandra L. Hunt
President
Highline Education Association

Date

Letter of Agreement
between
Highline Education Association
and
Highline School District
Student Behavior Support Team
Effective school year 2020-2022

The District and Association shall form a Student Behavior Support Team (SBST) for the purpose of supporting effective implementation of culturally-responsive student engagement; identification and elimination of existing barriers and practices that hinder equity; and implementation of instructional strategies that minimize exclusions of students from educational environments. During the 2020-21 school year, the committee shall initially consider five specific topics/initiatives:

1. The types of data that would be helpful for pursuing the three goals of the committee identified above, the staff members and systems necessary to gather such data, and a plan for how such data will be gathered and used. The Team shall specifically consider what training may be necessary to ensure the consistency and accuracy of this data.
2. Developing and distributing fact sheets and videos accessible upon demand to all Highline educators explaining (a) changes in state law regarding exclusionary practices; (b) the process for special education referrals; and (c) accessing other social-emotional support for students.
3. Developing and distributing a tool for the staff at each school building to inventory their current need and capacity for additional professional development in concepts identified by the Team as critical to an effective, just and equitable student behavior support system such as trauma informed practices, de-escalation techniques, restorative justice, social emotional learning, culturally-responsive student engagement and multi-tiered systems of support. (See also the professional development resource identified for the 2020-21 school year below.)
4. The training, skills and capacity of current specialists employed by the District (e.g., counselors, school psychologists, social workers, mental health and behavioral specialists); training, skills and capacity of specialists not currently employed by the District; and the redeployment of existing types of staff to lead and support effective, just and equitable District- and building-level systems of student behavior support. The Team shall consider whether and how job descriptions for positions might change to support this work, and the impact of such changes on existing workload and District financial resources.
5. How to embed the work identified above within the broader District efforts around race and equity.

The SBST will have equal representation from the District and Association. District and Association leaders will collaborate to appoint co-chairs to lead the committee. The committee shall have representation from building-level and district-level administration, general education classroom teachers, special education staff, and certificated specialists. The Team shall begin

its work no later October 1, 2020, (or such other date mutually agreed-upon) and shall periodically provide updates on its progress to the District and Association bargaining teams. The future work and continuation of the Team shall be reviewed by the bargaining teams in the spring of 2021.

The District will support the work of the SBST with an allocation \$25,000 in the 2020-21 school year and \$225,000 in the 2021-22 school year to provide professional learning for schools in their areas of need identified in the 2020-21 school year as described in numbered paragraph 3 above. The method for distributing this resource shall be developed by the SBST.



Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/9/20

Date



Dr. Sandra L. Hunt
President
Highline Education Association

9/9/20

Date


Letter of Agreement
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Support for IEPs Submitted for Safety Net Funding
Effective school year 2020-2022


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.


Dr. Steve Grubb
Chief Talent Officer
Highline School District

9/9/20
Date


Dr. Sandra L. Hunt
President
Highline Education Association

9/9/20
Date

MEMORANDUM OF UNDERSTANDING 2020-21 REOPENING SCHOOLS

Part A: Instructional Expectations & Assurances

In March 2020, Highline's dedicated educators and support staff were faced with the challenging task of rethinking schools in response to an emerging global pandemic. As we move forward into the 2020-21 school year, based on guidance from the Governor and OSPI, expectations and working conditions must be modified as described below in order to provide a more rigorous instructional model focused on serving the social, emotional and educational needs of all students, and particularly those who are furthest from educational justice.

1. Staff will provide services during the scheduled workday: 8:00-3:30 (Secondary) & 8:45-4:15 (Elementary). Building level schedules will vary within the scheduled day.
 - a. Directed work will take place during the 7.5 hour workday, exclusive of the 30 minute duty free lunch.
 - b. Professional responsibilities as managed by individual staff may fall outside of the 7.5 hour day; when or if necessary, administration will collaborate with the employee to find mutually agreeable meeting times to conduct business (e.g., observation cycles, etc.).
2. Within the 7.5 hour workday, staff will have individually-directed planning time, team-directed collaborative time, and other noninstructional time (before and after school), as outlined in the charts below in order to support the instructional responsibilities of their job.

Elementary Model Minutes			
M,T,Th,F		W	
75	WAC (external planning)	60	staff meeting/PL
45	internal planning	60	internal planning
30	class meeting	150	collaborative planning
240	instruction	30	lunch
30	lunch	120	instruction
30	Wrap-up/family connection	30	class meeting
450	total	450	total

Secondary Model Minutes			
M,T,Th,F		W	
60	WAC (external plan)	90	staff meeting/PL
60	internal planning	60	internal planning
30	advisory/family connection	35	advisory
270	instruction	150	collab planning
30	lunch	30	lunch
		85	small group instruction
450	total	450	total

3. All teachers will provide both synchronous and asynchronous instruction using the district approved platforms which include, but are not limited to, Seesaw, Google Classroom, and Zoom.
4. The District will provide a menu of activities that provide guidance within each category of minutes in the models above, and will include a suggested number of synchronous minutes online with students by grade band.
5. Start times for synchronous instruction will be established within the daily school schedule so that it is predictable for families.
6. When introducing new material, staff will use screencasts, videos, recordings, or online lessons ("flipped learning") to increase access to instruction.
 - a. Lessons may be pre-created or be recorded during synchronous instruction.
 - b. The district will provide recording platforms which will protect the privacy of students and staff, and training for use of such platforms.
 - c. Recordings will be maintained for ongoing use through the remainder of the school year and then deleted.
 - d. Recordings may be submitted as artifacts for the purposes of evaluations, but will not be used as observations for performance evaluation unless requested by the educator.
7. Teachers will respond to all family and student communications (e.g., email and phone calls) within 24 hours during business days and by the end of the school day whenever possible, with the understanding that interpreter involvement may take longer.
8. The District will provide a streamlined process for educators to access interpreters, particularly for identified roles with more frequent use or need for interpreters.
9. During a three-period day, secondary preps will be limited to no more than 2 when at all possible. When not possible, the building principal will consult with the teacher regarding the situation and the HEA president will be informed.
10. Advisory structures at buildings may differ; however, assignment of advisory students should promote and sustain relationships throughout the year.
 - a. Advisory classes will not exceed 25 students per class. When possible, advisory class sizes should be smaller to facilitate deeper relationships and using all certificated staff for advisory is one way to do that. Exceptions to the class size are allowable when explicitly for the intention of meeting the above stated goal and maintaining specific site advisory program integrity (e.g., teacher has advised same group of students since Freshman year).
 - b. Special education teachers will not be assigned advisory students who are not a part of the teacher's case management load. Principals will consult with special education teachers regarding the make-up of their advisory. If a teacher of students

with IEPs has a caseload greater than 25, then the teacher and principal (or designee) shall collaboratively decide which students from the caseload will most benefit from inclusion during advisory.

- c. Advisory will not count toward the preps limit and total daily student count during the 2020-2021 school year.
- 11. CBA elementary class size limits will be maintained.
 - 12. Class size limit and daily limits for the secondary three period day will abide by the following guidelines.
 - a. Individual class sizes should be 24-27 (28 triggers workload mitigation under Section 4.19.B.ii of the CBA) students so that transition into hybrid will cause the least disruption to class rosters except for performance based classes in which size influences the success of the class. These classes may exceed the class size limit without overload compensation upon teacher request and notification of the HEA president.
 - b. Daily class counts excluding advisory should not exceed 73 (74 triggers workload mitigation under Section 4.19.B.iii of the CBA) students per quarter except for performance based classes in which size influences the success of the class. These classes may exceed the daily limit without overload compensation upon teacher request and notification of the HEA president.
 - c. Similar equitable adjustments shall be made for other secondary class size/daily load numbers in the CBA, as long as such numbers are consistent with any requirements for health and safety of staff and students.
 - 13. The District will publish definitions of what counts as “attendance” consistent with OSPI requirements, what that means for student expectations and equity for all students, and how that will be documented by teachers and other school staff in a manner that minimizes the impact on instructional time and focus.
 - 14. **Technology access and support.** The District will involve staff in deliberations and apprise staff of decisions concerning the availability of technological resources including software, hardware, delivery platforms, etc. related to the delivery of instruction during the remote and hybrid learning models, including resources for equitable access to universal design tools. The District will communicate the process for staff to request assistance and support for technological resources.
 - 15. **Progress Reports, Grading and Assessment.** The District will involve staff in deliberations and apprise staff of decisions concerning grading, assessment and reporting of student progress. Given the complexity and time involved in implementing the District’s modified educational program and the need to prioritize the creation of an equitable learning environment within this modified program, assessments will be utilized as determined jointly by District and building administrators and staff teams/groups except as required by law. The Highline Assessment Team (HAT) may be accessed as appropriate for issues related to assessments during our modified educational model.

Part B: Evaluation

1. **Setting Expectations**
 - a. Understanding that during a year when the mode of teaching and leading may change quickly and multiple times, a formative stance will be most useful.
 - b. Recognizing that the opportunities for providing/substantiating evidence in the usual ways may be restricted, and that with this, the absence of evidence for an indicator or component should not be cause for lowering a score.
 - c. Acknowledging teachers' and school leaders' specific contexts (issues with internet access, health concerns, children at home) when working remotely, and the impacts these contexts have on their work.
 - d. Honoring the importance of setting up (reasonable) expectations for teachers and school leaders at the outset, and then ensuring robust supports are provided for them to meet these expectations.
2. For teachers who are scheduled for a Focused evaluation, the teacher and evaluator shall proceed with the regular Focused evaluation.
3. For teachers and principals in years two and beyond who are scheduled for a comprehensive evaluation, the teacher and evaluator will decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. The remaining six criteria will be scored by assigning the score received in the most recent Comprehensive evaluation. The two criteria will be proposed by the teacher and mutually-agreed upon with the evaluator. The teacher can be moved to a regular Comprehensive cycle (all 8 criteria) if the evaluator or teacher provides notice in writing by December 15.
4. For teachers in their first year of teaching in the District on a Comprehensive evaluation, the teacher and evaluator shall (a) use the traditional Comprehensive process (all 8 criteria); or (b) determine at least two criteria to be formally scored using evidence provided during the 2020–21 school year, and the remaining criteria will be scored "Basic" as default score. Evaluators will use the language "default scores due to the circumstances of the COVID-19 pandemic" where applicable.
5. For teachers on a plan of improvement, the District and Association shall determine modifications, if any, to the evaluation process on a case-by-case basis.
6. For all evaluations during the 2020-21 school year, evaluators will not use drop-in visits as meeting the minimum observation minutes for the evaluation process.

Part C: Work Year Calendar

1. For the 2020-21 school year, on the Collaboration day scheduled on November 6, in addition to collegial collaboration, this day may be used for other employee-directed work to prepare for and develop connections with new cohorts of students and families.

2. Three waiver days have been identified at the start of the school year (September 3, 4 and 8). Half of the time (10.5 hours) will be for family connection and half of the time (the other 10.5 hours) will be for District-provided professional development for distance learning. Employees may trade out up to 10.5 hours of the District-provided professional development for distance learning completed in August for equal work time on September 3, 4 and/or 8.

Part D: Safety & Health

1. **Priority Commitments:** Staff and student safety is the top priority of both HEA and HSD in the reopening of schools for the 2020-21 academic year, whether we are inviting staff and students back into school buildings for an in-person educational model or inviting only staff back into school buildings to access materials and/or teach students remotely. District-wide health and safety protocols will be designed to comply with requirements and guidance from all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.
2. **Plan Development:** Each school building will have a worksite-specific reopening plan which describes the modifications and protocols being adopted to limit, control and mitigate COVID-19 exposure for a safe and healthy work environment at that building. The Plan will be developed in conjunction with District operations staff and, based on current knowledge and public health guidance, will include, but not be limited to, modifications or protocols for the following topics:
 - a. Building access points and walking patterns;
 - b. Use of shared spaces (e.g., offices, bathrooms, staff rooms), shared equipment (e.g., copy machines, refrigerators), and shared teaching materials (e.g., manipulatives, textbooks, technological devices);
 - c. Building access for volunteers, visitors and other guests;
 - d. Staff and student screening and exclusion, and student isolation and supervision if symptomatic at the school site;
 - e. Communication and responses regarding staff or student exposure events consistent with District protocols;
 - f. Responses to staff or student breaches of safety protocols;
 - g. Availability and access to all personal protective equipment (PPE) required for an employee's assignment, including alternative equipment necessary to accommodate student or staff disabilities;
 - h. Cleaning schedules and protocols between student or staff use of shared spaces (including classrooms, bathrooms, etc., and access to sanitizing supplies);
 - i. Maximum occupancy and air quality standards for rooms in which staff and/or students are expected to work;
 - j. Classroom furniture necessary to implement current public health requirements;
 - k. Student and staff expectations for handwashing and use of sanitizer;
 - l. Reporting mechanisms for concerns regarding plan content and compliance; and
 - m. Communication of the building plan and anticipated timing of updates to the plan.
3. **Plan Communication:** The Plan will be communicated to employees and the families of students assigned to a District work site at least two weeks before such staff or students are expected to report to that site. Communications with staff, student and families will be available in the home language of the targets of the communication. Updates or amendments to the Plan may be important as scientific knowledge about the coronavirus grows and guidance from public health authorities is modified. Such changes to the site-

specific plan will be communicated to staff and students as soon as they are adopted and effective.

4. **Plan Training:** All staff, including substitutes, will be required to complete training on each of the elements in the Plan relevant to the employee's assignment, including opportunities for walk-throughs. All students, including those who enroll after the first day of returning to school, will be taught to comply with each element of the Plan relevant to students. Such instruction shall include, but not be limited to, opportunities to increase and assess student understanding of the protocols before and upon return to school buildings.
5. **Plan Responsibility:** Each work site shall have an administrator and an HEA-appointed safety representative (COVID co-captains) who will share responsibility for monitoring, adjusting, and training on the Plan implemented at each site. Drafts of the Plan shall be shared with each site's safety committee (Section 4.8.O of the CBA) prior to publication to staff and students in order to solicit feedback, improvements, and ideas for successful implementation.
6. **Problem-solving Topics:** The District and HEA agree to review screening protocols for students, when the opportunity for hybrid models for instruction emerge, to ensure compliance with the latest public health guidance.

Part E: Leaves & Reassignments

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

1. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedures or law:
 - a. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 - b. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - c. Leave for illness/injury/disability;
 - d. Shared leave;
 - e. Personal leave and/or vacation leave (only available under the terms of some CBAs);
 - f. Washington Paid Family Medical Leave (PFML);
 - g. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - h. Unpaid leave of absence for the period of the temporary disabling condition;
 - i. Long-term disability benefits; and
 - j. Unemployment benefits.

2. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedures or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
 - b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - c. Leave for illness/injury/disability;
 - d. Personal leave and/or vacation leave (only available under the terms of some CBAs);
 - e. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - f. Unpaid leave of absence for the period of the quarantine; and
 - g. Unemployment benefits.
3. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
 - b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
 - c. Leave for illness/injury/disability or emergency;
 - d. Shared leave;
 - e. Personal leave and/or vacation leave (only available under the terms of some CBAs);
 - f. Washington Paid Family Medical Leave (PFML);
 - g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - h. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - i. Unemployment benefits.
4. **Higher Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may

access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:

- a. Appropriate accommodations to meet the employee's needs at the assigned worksite, or if such accommodations are not feasible, an alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
- b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
- c. Leave for illness/injury/disability or emergency;
- d. Personal leave and/or vacation leave (only available under the terms of some CBAs);
- e. Unpaid leave of absence for the 2020-21 school year; and
- f. Unemployment benefits.

5. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:

- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
- b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- c. Leave for illness/injury/disability or emergency;
- d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
- e. Unpaid leave of absence for the 2020-21 school year.

6. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:

- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
- c. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;
- d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
- e. Unpaid leave of absence for the 2020-21 school year.

7. **Employees Who Cannot Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, may upon presentation of appropriate documentation from the employee's health care provider access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
 - b. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
 - c. Leave for illness/injury/disability;
 - d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
 - e. Unpaid leave of absence for the 2020-21 school year.

8. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
 - b. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
 - c. Unpaid leave for the 2020-21 school year, if an acceptable replacement can be found within sixty (60) calendar days.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150.

9. **Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to do so, may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below); and
 - b. Personal leave and/or vacation leave (only available under the terms of some CBAs).
10. **Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee different job responsibilities or available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- a. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
- b. Employees quarantined due to possible exposure to COVID-19;
- c. Employees caring for someone with COVID-19/suspected COVID-19;
- d. Higher risk employees or employees with a higher risk individual in the employee's household;
- e. Employees with children impacted by school closure;
- f. Employees who cannot wear a mask or other required PPE;
- g. Employees who fall within a group identified by the CDC as needing extra precautions;
- h. Employees who choose to not work at a district work site due to concern for safety; and
- i. Employees who choose to not wear a mask or other required PPE.

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

11. **Alternative Work Assignments Provision Two:** To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:

- a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
- b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
- c. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
- d. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
- e. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
- f. Such employees shall not without appropriate compensation be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
- g. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
- h. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit; and

- i. This provision applies exclusively to the assignments and job duties of HEA-represented employees, unless agreed to by other bargaining units. HEA-represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).
12. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider under the terms of the CBA, District procedure or law. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. The parties also agree to meet and review any necessary changes to this agreement if or when legally-applicable definitions of “high risk employees” change or expire.


Part F: Problem-Solving Process

1. HEA and HSD recognize that the challenges faced by educators, students and families during this crisis are constantly evolving. Working more closely together in a nimble, powerful problem-solving mode has been, and will be, our most successful method for supporting our educators and families during this crisis. For issues which are unanticipated or require additional information unavailable to us at the time this MOU was negotiated, the parties agree that we must continue more frequent conversations to determine the best solutions to problems as they arise. The team which developed this MOU (the impact bargaining team) will reconvene in September and periodically thereafter to discuss issues which have arisen since the last time we met, and at least two weeks prior to a transition between remote and hybrid educational models. Distance learning and hybrid educational model issues will be a standing topic for all labor-management meetings, and the labor-management team may call for additional ad hoc meetings of the impact bargaining team at any time.
2. The following issues have been identified as topics we are committed to monitoring and adjusting our expectations or solutions for as necessary during the first quarter of the school year:
 - Expectations for the use of time in the elementary and secondary distance learning models described in Part A above;
 - Workload impacts of, and use of non-teaching staff for, tracking attendance and connecting with students who are absent;
 - Timing of and transition between phases of educational models (e.g., remote to hybrid).
3. The District values, encourages, and recognizes the importance of staff professionalism in implementing the District’s modified educational program to best meet the needs of their students. The District acknowledges this professional discretion and commitment will result in practices that vary from one teacher to another within the parameters of the District’s guaranteed and viable curriculum.

4. The parties recognize the complexity and difficulty in implementing the District's modified educational program and express our commitment to continued collaboration, seeking balance in program design, and maintaining reasonable expectations for all staff in their respective roles.
5. Consistent with our commitment to solve problems at the lowest-level possible, we share an expectation that administrators and staff will work closely to solve situational problems and address specific workload concerns by taking concrete steps intended to address these concerns. In the event this does not resolve the problem or concern, these staff/administrator groups will reach out to the HEA-HSD labor management team for support in reaching a solution.


Part G: Conclusion

This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID crisis. This MOU applies to all HEA represented employees. All matters arising under this MOU shall be governed by and construed under and in accordance with the laws of the State of Washington. If any part of this Memorandum is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. This Memorandum of Understanding will remain in place for the duration of the 2020-2021 year or until such time as normal school operations resume. All other provisions of the Collective Bargaining Agreement remain in full effect.



Dr. Steve Grubb
Chief Talent Officer
Highline School District

8/20/20
Date



Dr. Sandra L. Hunt
President
Highline Education Association

8/20/20
Date