

Collective Bargaining Agreement
for

2016-2017

AND

2017-2018

between

Hockinson Education Association and the
Hockinson School District

1	TABLE OF CONTENTS	
2	TITLE PAGE	
3	Purpose	1
4	Preamble	1
5	Witnesseth	1
6	ARTICLE I: ADMINISTRATION	
7	Section A. Exclusive Recognition.....	1
8	Section B. Status of the Agreement	2
9	Section C. Contract Compliance	3
10	Section D. Agreement Administration	3
11	Section E. Conformity to Law.....	3
12	Section F. Distribution of Agreement	4
13	Section G. Duration and Renegotiation	4
14	ARTICLE II: BUSINESS	
15	Section A. Association Rights and Privileges.....	5
16	Section B. Citizen Advisory Committees	6
17	Section C. Payroll Procedures	6
18	ARTICLE III: PERSONNEL	
19	Section A. Individual Right.....	9
20	Section B. Just Cause.....	11
21	Section C. Academic Freedom	11
22	Section D. Staff Protection.....	11
23	Section E. Assignments and Transfers	12
24	Section F. Teacher Duties.....	15
25	Section G. Personnel Files	16
26	Section H. Instructional Work Assignments of Educators	17
27	Section I. Class Size	17
28	Section J. Work Year Calendar	19
29	Section K. Workday	20
30	Section L. Kindergarten Conference Release Time	21
31	Section M. Planning Time	21
32	Section N. Hiring Practices	22
33	Section O. Classroom Visitation	22
34	Section P. Certificated Staff Evaluation	23
35	Section Q. Communication with Building Administrators	42
36	Section R. Student Discipline Procedures	42
37	Section S. Professional Enhancement Fund and Optional Use Fund.....	42
38	Section T. Special Supplemental Contract Opportunities.....	44
39	Section U. National Board Certification and/or Pro Cert.....	44
40	Section V. School Nurse	44

41	Section W. School Counselors.....	44
42	Section X. Special Education.....	45
43	Section Y. Job Sharing	45
44	Section Z. Highly Capable Program Teachers	46
45	Section AA. Layoff and Recall in the Event of Major Crisis	46
46	Section AB. Internet Use.....	50
47	ARTICLE IV: WAGES AND BENEFITS	
48	Section A. Salary Schedule	50
49	Section B. Education Credits for Salary Schedule Placement	51
50	Section C. Salary Credit for Military Service	51
51	Section D. Co-curricular and Extra-curricular Salary Addendum.....	51
52	Section E. Insurance and Benefits.....	52
53	Section F. Time, Responsibility and Incentive Contracts	53
54	Section G. District Directed Days	54
55	Section H. Alternative Supplemental Contract Rate.....	54
56	ARTICLE V: LEAVES	
57	Section A. Health Leave	54
58	Section B. Bereavement Leave	55
59	Section C. Personal Leave	55
60	Section D. Association Leave	56
61	Section E. Military Leave.....	56
62	Section F. General Leave.....	56
63	Section G. Family Leave/Childcare Leave	57
64	Section H. Adoption Leave.....	57
65	Section I. Jury Duty and Subpoena Leave	57
66	Section J. Sabbatical Leave.....	57
67	Section K. Sick Leave	58
68	Section L. Leave Sharing.....	59
69	Section M. Emergency Leave	60
70	Section N. Federal Family Leave Act	61
71	Section O. Unpaid Religious Holiday.....	61
72	ARTICLE VI: GRIEVANCE PROCEDURES	
73	Section A. Grievance Procedure	61
74	ARTICLE VII: MEMO OF UNDERSTANDING (MOU)(none at this time).....63	
75	APPENDICES	
76	Appendix A. Assignment of Wages Form.....	A
77	Appendix B. Counselor Evaluation Report.....	B
78	Appendix C. Media Specialist Evaluation Report.....	C
79	Appendix D. Certificated Non-Classroom Teacher Evaluation Long and Short Forms	D

80	Appendix E. 2016-2017 Salary Schedule.....	E
81	Appendix F. Co-curricular and Extracurricular Contracts	F
82	Appendix G. HEA Benefits Plan	G
83	Appendix H. Qualified Plan Benefits	H
84	Appendix I. TRI Hour Verification Form	I
85	Appendix J. Certificated Employee Grievance Review Request Form.....	J

86 **PURPOSE**

87

88 It is the purpose of this Agreement to prescribe certain rights and obligations of the Hockinson
89 Education Association, the members of the bargaining unit, and the administration and
90 Directors of the Hockinson School District and establish procedures governing the relationships
91 between the Hockinson School District and the members of the Hockinson Education
92 Association bargaining unit.

93

94 **PREAMBLE**

95

96 THIS AGREEMENT made and entered into this 24th day of October 2016, by and between the
97 Board of Directors of the Hockinson School District, County of Clark, State of Washington,
98 hereinafter referred to as the "District" or "Board", and the Hockinson Education Association,
99 hereinafter referred to as the "Association", includes all of the following articles and provisions:

100

101 WITNESSETH

102

103 WHEREAS, the Board and the Association recognize and declare that providing a quality
104 education for the children of the Hockinson School District is their mutual aim and that the
105 character of such education depends predominately upon the quality and morale of the
106 teaching service, and

107

108 WHEREAS, the members of the teaching profession are qualified to advise the formulation of
109 policies and programs designed to improve educational standards, and

110

111 WHEREAS, the Board has an obligation pursuant to Washington State Law, RCW Chapter 41.59
112 to negotiate with the Association as the representative of employees hereinafter designated,
113 and

114

115 WHEREAS, the parties have reached certain understandings which they desire to confirm in this
116 Agreement,

117

118 NOW, THEREFORE, in consideration of the following mutual covenant it is hereby agreed as
119 follows:

120

121 **ARTICLE I: ADMINISTRATION**

122

123 **SECTION A. EXCLUSIVE RECOGNITION**

124

125 The Board recognizes the Association, pursuant to RCW Chapter 41.59 as the exclusive
126 negotiating representative for all certificated personnel employed or to be employed by the
127 Board exclusive of the Superintendent, the Board's designated negotiators, building principals
128 and other administrators. The Board will not negotiate with or recognize any "employee

129 organization" other than the Association as representing the certificated employees of the
130 District. Any challenges to this recognition shall be pursuant to the provisions set forth in
131 applicable laws. When used hereinafter, the term "certificated employee/employee" shall mean
132 any employee holding a regular teaching certificate and/or special certificate of the state with
133 exception of the Superintendent, building principals, and other administrators. Unless the
134 context in which they are used clearly requires otherwise, words used in this Agreement
135 denoting gender shall include both the masculine and feminine; and words denoting number
136 shall include both the singular and the plural.

137

138 DEFINITIONS

139

140 When used herein, the following terms shall have the following meanings:

141

142 Certificated educational employee, employee, staff member: an employee of the District as
143 defined in the Exclusive Recognition provision of this Agreement.

144

145 Board's designated negotiators, Board's designated representatives: those individuals
146 representing the Board who shall actively participate in the collective bargaining process
147 provided for in this Agreement.

148

149 Association representatives, consultants: those individuals who are brought in by the
150 Association as negotiators or consultants for the negotiations process, grievances or Association
151 business.

152

153 Board: The Board of Directors of the Hockinson School District.

154

155 District: The Hockinson School District No. 98.

156

157 Association: The Hockinson Education Association.

158

159 SECTION B. STATUS OF THE AGREEMENT

160

161 Through this Agreement certain rights and functions are accorded and ascribed to the
162 Association which are in addition to the rights and functions provided for in the rules,
163 regulations, policies, resolutions and practices of the District. These rights and functions are
164 afforded to the Association as the legal representative for all certificated employees covered
165 under this Agreement. Said rights and functions are not common to any other organization
166 within the District. Other privileges afforded the Association and its constituent organizations
167 shall not be granted to a minority organization seeking to represent certificated employees
168 officially represented by the Association.

169 This Agreement shall become effective when ratified by the Board and Association and executed
170 by authorized representatives thereof and may be amended or modified only with mutual
171 consent of the parties.

172 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the
173 District which shall be contrary to or inconsistent with its terms.

174
175 Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted
176 and/or applied so as to eliminate, reduce, or otherwise detract from current individual salaries,
177 certificated employee benefits, or other provisions in effect prior to the effective date of this
178 Agreement.

179
180 **SECTION C. CONTRACT COMPLIANCE**

181
182 All individual certificated educational employee contracts shall be subject to and consistent with
183 Washington State Law and the terms and conditions of this Agreement. The District will not
184 solicit execution of any individual certificated educational employee agreement in violation of
185 Washington State law or in such manner or at such time as shall constitute an unfair labor
186 practice as provided in Washington law.

187
188 If any individual certificated educational employee agreement contains any language
189 inconsistent with the Agreement, this Agreement during its duration shall be controlling.

190
191 The District and the Association agree that they shall not, directly or indirectly engage in or assist
192 in any unfair labor practice as defined in Washington State law, or/and as defined by the Public
193 Employees Relations Commission rules, precedents and practices, as provided in Washington
194 law.

195
196 **SECTION D. AGREEMENT ADMINISTRATION**

197
198 Association representatives chosen and designated by the Association shall meet with the
199 Superintendent at meetings scheduled as the need arises. Purpose of the meetings will be to
200 review and discuss current school problems, District programs and plans, actions or non-actions
201 of the Board, administration, and/or the Association as well as administration of the Agreement.
202 The Association will choose representatives and notify the Superintendent by September 15,
203 who these representatives will be.

204
205 **SECTION E. CONFORMITY TO LAW**

206
207 This Agreement shall be governed according to the Constitution and Laws of the State of
208 Washington. If any provision of this Agreement, or any application of this Agreement to any
209 certificated employee or group of certificated employees covered hereby shall be found
210 contrary to law, such provision or application shall have effect only to the extent permitted by
211 law, that is, only that provision or portion of a provision necessary shall be revised to conform
212 to law, such revision shall be accomplished by the association and the district reopening
213 bargaining on this issue only. All other provisions or applications of the Agreement shall
214 continue in full force and effect. This provision applies to laws enacted by the Washington State

215 Legislature, rules promulgated by the Office of the Superintendent of Public Instruction and the
216 State Board of Education as equally as to Washington State Supreme Court and other court
217 findings.

218

219 **SECTION F. DISTRIBUTION OF AGREEMENT**

220

221 Within thirty (30) days following ratification and signing of this Agreement the contract will be
222 made available to all employees on the District’s website.

223

224 All certificated employees new to the District shall be notified where to locate the contract on
225 the District’s website. Prior to posting on the website and not later than fifteen (15) days after
226 ratification by both the Association membership and Board, the District and the Association
227 shall sit down together and proofread the Agreement. The Association and the District shall be
228 responsible for accurate wording. Any errors discovered after distribution shall be corrected
229 within five (5) days after either party finds the error and notifies the other party of such error.

230

231 **SECTION G. DURATION AND RENEGOTIATION**

232

233 This Collective Bargaining Agreement shall be effective September 1, 2016 and shall continue in
234 full force and effect for two (2) years until August 31, 2018. The parties agree to reopen the
235 contract for the purpose of negotiating legislative actions, if any, of the Washington Legislature
236 impacting members of the bargaining unit.

237

238 This Agreement constitutes all of the agreements between the District and the Association and
239 no modifications shall be made in this Agreement during its term except under the provisions
240 of the RENEGOTIATION PROVISIONS OF THIS AGREEMENT.

241

242 If agreement on the renewal or modification is not reached prior to the expiration date, this
243 Agreement shall continue in force until a successor Agreement is ratified.

244

245 **RENEGOTIATION**

246

247 This Agreement can be altered, changed, added to, deleted from or modified for a specific item
248 or purpose during its period only through the mutual consent of the District and the Association.
249 Requests for renegotiation must be in writing and must include a summary of the proposed
250 alterations, changes, additions, deletions, and/or modifications.

251 The parties shall enter into negotiations for a successor agreement as soon as possible after
252 exchange of proposals. Requests for initial renegotiation sessions for a successor agreement
253 must be in writing. Negotiations shall commence as soon thereafter as possible by mutual
254 arrangement and at times mutually agreeable to the negotiators named by each of the parties.
255 Proposals for alterations, changes, additions, deletions and/or modifications will be exchanged
256 at the initial negotiating session.

257
258 All efforts shall be made to schedule negotiations meetings so as not to interfere with
259 educational responsibilities of participants.


260
261 IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 24th day of
262 October, 2016.

263
264 ATTEST:

265 FOR-THE ASSOCIATION:


FOR THE BOARD:

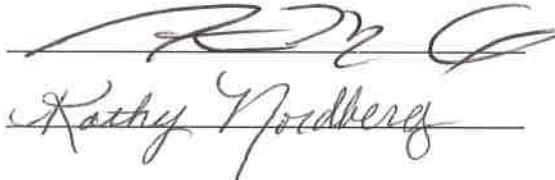
266 
267 _____
268 President



Negotiator

269 
270 _____
271 
272 _____
273 _____





274
275
276 **ARTICLE II: BUSINESS**

277
278 **SECTION A. ASSOCIATION RIGHTS AND PRIVILEGES**

279
280 The Association and its representatives shall have the right to post notices of their activities and
281 matters of organization concern on a bulletin board in the faculty lounge or adjacent faculty
282 mailboxes in each building.

283
284 The Association and its representatives may use certificated employees' school mailboxes and
285 the District e-mail for communications to certificated employees. School mailboxes and the
286 District e-mail may not be used to solicit political contributions, to assist a campaign for election
287 of a person to an office or for the promotion of or opposition to a ballot proposition. This shall
288 include freedom from any censorship or screening by District representatives prior to
289 distribution. The Association and/or its officers and representatives shall have the responsibility
290 to ensure that all materials placed in mailboxes, or posted on bulletin boards by representatives
291 of the Association are not partisan political and conform to legal requirements.

292 The Association may use District school buildings for meetings and to transact official business
293 on school property at all reasonable times provided that this shall not interfere with normal
294 school operations or other scheduled building activities as determined by checking with the
295 principal or designee.

296
297 The District will make available upon request of officers or authorized representatives of the
298 Association any and all information, statistics and records which are relevant to negotiations, or
299 are necessary for the proper conduct of professional Association business. Any request by the
300 Association that will necessitate extensive use of staff and data processing time beyond that
301 normally allocated and budgeted in developing and producing information, statistics and
302 records normally utilized by the District must be carefully evaluated and approved by the District
303 to keep expenditures within budgeted allocations.

304
305 The District will make available to the Association upon request information concerning the
306 District, including but not limited to: two (2) copies of the preliminary and final budgets, annual
307 and monthly financial reports, audits, data regarding known budget requirements and
308 allocation information regarding the preliminary budget prior to its adoption, agendas, and
309 minutes of all Board meetings, monthly student enrollment data reports, and upon written
310 request, available information which is necessary for the Association to process a grievance.

311
312 The District shall provide to the Association an updated list of newly employed certificated
313 employees as shown on the monthly Personnel Report to the Board.

314
315 The Association will be provided a minimum of thirty (30) minutes of uncompensated time at
316 the District's new hire orientation/meeting and at the All District Directed day to inform new
317 employees about Association business.

318
319 The Association representatives will be able to make announcements prior to or at conclusion
320 of regularly scheduled building staff meetings.

321
322 **SECTION B. CITIZEN ADVISORY COMMITTEES**

323
324 When the District seeks advisory assistance by appointing groups of qualified citizens to study
325 school matters and to submit their findings and recommendations to the Superintendent or the
326 School Board, the Association shall be informed and shall have the opportunity to appoint
327 representatives of the Association to participate as full members of such committees.

328
329 **SECTION C. PAYROLL PROCEDURES**

330
331 **PAYMENT**

332
333 Certificated employees contracted for the full school year shall be paid in twelve (12) equal pay
334 periods.

335 Certificated employees contracted for less than the full year shall be paid prorated for the
336 remaining months of the contract year.

337
338 Certificated employees will have electronic payroll deposits and access their payment
339 information electronically through Skyward Employee Access. Direct electronic payroll deposits
340 shall be issued on the last banking day of the month.

341
342 Pro-rata payments of changes of salary, special assignment payroll, and requests for special
343 payments, that are received in the payroll office on or before the 15th of each month will be
344 processed with the current monthly payroll and paid on the last banking day of the month. An
345 exception will be December when items will be due in the payroll office two weeks prior to the
346 last certificated employee working day. Payment requests received after these dates will be
347 processed and paid with the following month's payroll.

348
349 **CONTRACT CHANGES**

350
351 The deadline for receipt of transcripts in the personnel department for salary adjustments for
352 the current school year is October 10 or the last school day prior if October 10, is a non-school
353 day. The deadline for earning such credit is October 1. Credits earned after October 1, or
354 transcripts received after October 10 may not be counted for salary purposes until the following
355 year.

356
357 If Certificated Employee contracts, corrected on the basis of credits submitted, are issued
358 subsequent to October 10, the corrected salary shall be paid, retroactive to September.

359
360 Errors in salary amount which result in under or over payment must be corrected as soon as
361 possible. It is the mutual responsibility of the employee and the employer to rectify errors.
362 When an overpayment is made, arrangements shall always be made only after discussion with
363 the employee to avoid hardships.

364
365 **PAYROLL DEDUCTIONS**

366
367 The District shall show on the monthly pay warrant stub, the record of current deductions for
368 membership dues, assessments, representation fees, mutually agreed upon insurance
369 programs, as shown in the Insurance provision of this Agreement, retirement contributions, tax-
370 sheltered annuities, deferred compensation programs, United Way and deductions to financial
371 institutions.

372
373 The District and Association shall cooperate to rectify errors in payroll deductions.

374 DUES, DEDUCTIONS, AND REPRESENTATION FEES

375

376 The Association and its affiliates (WEA and NEA) shall have the exclusive rights of automatic
377 payroll deduction of membership dues, assessments, and representation fees for employees in
378 the bargaining unit.

379

380 The deduction of membership dues, assessments, and representation fees, shall be made
381 monthly from regular pay warrants. The District agrees to remit monthly all monies so deducted
382 to the Association or the organization designated by the Association. The District and
383 Association shall agree to cooperate to rectify errors in payroll deductions.

384

385 The District shall, upon request of the Association, provide the Association with a copy of
386 organizational dues deduction authorization of any employees. Membership in the Association
387 is not compulsory. Employees have the right to join, not to join, maintain or drop their
388 membership in the Association as they see fit. Neither party shall exert any pressure on, or
389 discriminate against, any employee as regards to such matters.

390

391 In the event that any employee fails to sign and deliver an Assignment of Wages Form (attached
392 hereto as Appendix A) as provided by the District, the Board agrees to deduct from the salary of
393 such employee a representation fee in an amount equal to membership dues and assessments;
394 provided, however, that employees who have joined the Association and paid by means other
395 than payroll deductions, as verified by the Association, shall not be subject to this deduction.
396 Representation fee deductions shall be handled and transmitted by the District in the same
397 fashion as membership deductions as provided for in this Article.

398

399 CHARITABLE ORGANIZATION DEDUCTIONS

400

401 Any employee claiming a bona fide religious objection shall notify the Association and the
402 District of such objection in writing within ten (10) days of commencement of employment.

403

404 Pending determination of any bona fide religious objection, the District agrees to deduct from
405 the salary of the employee claiming such objection an amount equivalent to the Association
406 dues and assessments; provided, however, the said monies shall not be transmitted until such
407 times as the District is notified that a final determination pursuant to the Act has been made.

408

409 In the event that it is finally determined that the employee does not have a bona fide religious
410 objection, the District agrees promptly to remit to the Association all monies being held. In the
411 event that an employee has been determined to have a bona fide religious objection to the
412 payment of a representation fee or fair share fee, said employee shall pay an amount of money
413 equivalent to regular dues and fees to a designated non-religious charitable organization as
414 heretofore established by the Association. Within ten (10) days of the commencement of
415 employment or determination of bona fide religious objection whichever occurs later, said
416 employee may sign and deliver to the District an Assignment of equal to the dues and

417 assessments of the Association including the National Education Association and the
418 Washington Education Association and payment in installments as previously transmitted to
419 said designated charitable organization. The District agrees to remit to the Association each
420 month a list of certificated employees on behalf of whom charitable deductions have been
421 made.

422
423 The implementation of this Agreement shall be in compliance with the provisions of Chapter
424 288, Washington Laws, 1975, First Extraordinary Session as amended.

425
426 The provisions of this article shall be governed and construed according to the Constitution and
427 Laws of the State of Washington. If any provision of this article, or any application of this article
428 to any certificated employee or groups of certificated employees shall be found contrary to law,
429 such provision or application shall have the effect only to the extent permitted by law, and all
430 other provisions or applications of the article shall continue in full force and effect. Any
431 provisions of this article which may be contrary to law at the time of making of this Agreement,
432 but which become lawful during the life of this Agreement, shall take effect upon their
433 lawfulness.

434
435 **HOLD HARMLESS**

436
437 The Association agrees to hold the District harmless from all claims or actions resulting from
438 errors in salary deduction; provided that such errors in deductions are clearly the result of
439 misinformation supplied to the District by the Association or the individual member.

440
441 **ARTICLE III: PERSONNEL**

442
443 **SECTION A. INDIVIDUAL RIGHTS**

444
445 Pursuant to RCW 41.59 hereinafter referred to as the Act, the Board hereby agrees that every
446 employee as herein defined shall have the right freely to organize, join and support the
447 Association for the purpose of engaging in collective bargaining or negotiation and other
448 concerted activities for mutual aid and protection. As a duly elected body exercising
449 governmental power under cover of law of the State of Washington, the Board undertakes and
450 agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the
451 enjoyment of rights conferred by the Act or other Laws of Washington or Constitutions of
452 Washington and the United States that it will not discriminate against any employee with
453 respect to hours, wages, or any terms or conditions of employment by reason of his/her
454 membership in the Association, his/her participation in any activities of the Association or
455 collective bargaining with the Board, or his/her institution of any grievance, complaint or
456 proceeding under this agreement or otherwise with respect to any terms or conditions of
457 employment.

458 Employees shall be entitled to full rights of citizenship. There shall be no discipline or
459 discrimination with respect to the employment of any person because of such person's age, sex,
460 marital status, race, creed, color, national origin, domicile, families with children, sexual
461 orientation, or the presence of any sensory, mental, or physical disability or the use of a trained
462 dog guide or service animal by a disabled person, political activity or lack thereof, or the
463 presence of any sensory, mental or physical handicap, unless based upon a bona fide
464 occupational qualification, providing that the prohibition against discrimination because of such
465 handicap, shall not apply if the particular disability prevents the proper performance of the
466 particular worker involved. The private and personal life of any employee is not within the
467 appropriate concern or attention of the Board.

468
469 Nothing contained herein shall be construed to deny or restrict to any employee such rights as
470 he/she may have under applicable laws and regulations provided that nothing shall be in
471 violation of any affirmative action law or ruling. The rights recognized hereunder shall not be
472 exclusive, but are in addition to those provided elsewhere.

473
474 **PROCEDURE IN HANDLING COMPLAINTS**

475
476 Complaints regarding an employee will be handled in the following sequence until the matter is
477 resolved:

- 478
479 1. Under all reasonable circumstances the Complainant will meet with the employee to try and
480 solve the issue in a collaborative manner.
- 481
482 2. The Complainant will meet with the building principal to present the concern.
- 483
484 3. Beginning with this step, the employee shall be notified that they may bring union
485 representation. A three-way conference will be held between the complainant, employee and
486 building principal, if appropriate. If the complainant refuses to attend the scheduled meeting,
487 the complaint shall not be used as a basis for disciplinary action against the employee nor shall
488 it affect his/her evaluation.
- 489
490 4. The complaint will be reported to the principal and will be signed by the complainant. If there
491 is no written and signed complaint the matter will be closed.
- 492
493 5. The principal will notify the employee that there is a written and signed complaint and will
494 give the employee an unredacted and signed copy.
- 495
496 6. The building principal will begin the investigation process if necessary. Should the
497 investigation imply that there should be disciplinary action, Just Cause will be followed as
498 outlined in Section B.

499 **SECTION B. JUST CAUSE**

500

501 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in
502 rank, discharge, non-renewals, terminations or other actions which adversely affect the
503 employee) without just cause. Such discipline shall be in private.

504

505 The District agrees to follow a policy of progressive discipline which shall include verbal warning,
506 written reprimand, suspension without pay, and when required by circumstances, discharge or
507 non-renewal as final action. When circumstances dictate due to concerns for the health,
508 welfare, or safety of pupils or staff members, discipline may begin with suspension followed by
509 dismissal.

510

511 All information forming the basis for any discipline shall be made available in writing to the
512 employee and upon approval and/or request of the employee, to the Association.

513

514 Whenever an employee is questioned by a supervisor for the purpose of seeking information
515 which may be used as the basis for a written reprimand, suspension, discharge or nonrenewal,
516 the employee shall be advised that he/she is entitled to request and to have present a
517 representative of the Association or legal representative at any meeting relating to such
518 discipline. The District shall have the right to an additional representative or legal counsel at
519 such meeting.

520

521 **SECTION C. ACADEMIC FREEDOM**

522

523 Academic freedom shall be guaranteed to all employees, and no special limitations shall be
524 placed upon study, investigation, presenting and interpreting facts and ideas concerning man,
525 human society, the physical and biological world and other branches of learning subject to
526 accepted standards of professional responsibility within the guidelines of the Board.

527

528 The responsibilities include a commitment to democratic tradition, a concern for the welfare,
529 growth and development of children, and an insistence upon objective scholarship.

530

531 Any mechanical or electrical device installed in any classroom shall be used for communication
532 purposes only. No one will listen to or record procedures in any classroom without prior
533 knowledge and approval of the affected employee.

534

535 **SECTION D. STAFF PROTECTION**

536

537 The District shall hold harmless and defend an employee of the District from claims for damages
538 arising from any civil or criminal suit caused or alleged to have been caused in whole or in part
539 by the employee while performing duties as an employee in the District under the provisions of
540 the District's insurance, provided the employee was acting within the scope of his or her
541 employment; and further provided that the District shall not be obligated to assume any costs

542 or judgments held against the employee when such damages are proved to be due to the
543 employee's negligence, violation of law, or criminal act as determined by a court of law or the
544 Office of Superintendent of Public Instruction.

545
546 The use of an employee's personal equipment for instructional purposes must have the prior
547 written approval of the principal or supervisor. Losses or damage to such approved equipment
548 or property while on school property shall be paid by the District, to the extent of its applicable
549 insurance coverage, the amount to be determined by an insurance adjuster. The employee must
550 exhaust his or her own insurance recovery possibilities before being eligible for reimbursement
551 under this provision. Further, the employee must report his/her loss in writing to the
552 administration within twenty (20) days after the damage or loss.

553
554 The District agrees to take appropriate steps as required by the Federal Occupational Safety and
555 Health Act, to correct safety and health hazard and deficiencies relating to school property,
556 activities and procedures. The Association and its members agree that they will support and
557 assist the District and the insurance company in their efforts to be informed of and to correct
558 safety and health hazards and deficiencies.

559
560 **SECTION E. ASSIGNMENTS AND TRANSFER ASSIGNMENTS**

561
562 The assignments of employees covered by this Agreement shall be in accordance with
563 Washington Law. The District shall conform to the requirements of Affirmative Action by not
564 discriminating on the basis of age, prior experience, disability, marital status, creed, national
565 origin, color, race, religion, sex or domicile.

566
567 All continuing employees shall be advised of their grade level and/or subject assignments, for
568 the forthcoming year by June 1, of any given year. If the Legislative Session should run beyond
569 June 1, then the staff will know within five (5) days of the close of the Session what their grade
570 level and/or subject assignments will be for the forthcoming year. In the event of a reduction in
571 force, assignments shall be determined as soon as reasonably possible.

572
573 Schedules of employees who are assigned to more than one building shall be arranged in
574 consultation with the employee and the supervisor so that there is a minimum of interschool
575 travel. Such employees shall be notified about any changes in their schedules no later than the
576 last working day of any given year except in unanticipated situations.

577
578 The District will rely on a Letter of Reasonable Assurance for continued employment in the
579 Hockinson School District. If an employee secures a position with another district for the next
580 school year, the employee will be automatically released from their contract if they notify the
581 district in writing by June 20.

582
583 Any employee who is required to move from one building to another or one classroom to
584 another may request assistance for moving/relocating that must be approved by the

585 appropriate supervisor(s) and will be compensated for three (3) days at the moving/relocation
586 rate.

587

588 For all assignments and transfers, the following definitions will apply:

- 589 1. Reassignments – any time an employee in the building willingly moves into an existing
590 position within that building.
- 591 2. Open Positions – any newly created position in a building that did not exist in the
592 previous school year or one that could not be filled by reassignment.
- 593 3. Voluntary Transfers – when an employee initiates a reassignment or accepts an open
594 position.
- 595 4. Involuntary Transfers – when an employee is reassigned or moved into another position
596 without the employee requesting the transfer.

597

598 REASSIGNMENTS

599

600 Reassignments within a building will not be considered open positions. All qualifications being
601 substantially equal between employees, the senior qualified employee requesting the position
602 in the building, based upon district seniority, shall be given the reassignment. Staff within a
603 building will receive notice of the opening and be given five (5) days to express interest in the
604 reassignment.

605

606 OPEN POSITIONS/VOLUNTARY TRANSFERS

607

608 Posting and closing dates for all open positions, including specialized vacancies and extra-
609 curricular positions, shall be normal District business days during the school year and summer
610 both. Saturdays, Sundays and legal holidays are thus excluded. Days in extended holiday periods
611 other than Saturdays, Sundays, and legal holidays may be used as posting or closing dates.

612

613 The District may post internally and externally at the same time for positions . Posting of open
614 positions shall be accomplished by placing the job announcement on the District website and
615 by an email which will be sent to all bargaining unit members. Interested internal candidates
616 need only submit a letter of interest within the first five (5) days of posting. External applicants
617 will only be considered after the internal five (5) day window, if needed. All assignments of
618 employees are made under the direction of the Superintendent with the approval of the Board
619 consistent with the following:

620

- 621 1. If there are two or more qualified in-District candidates for an opening, the most
622 qualified in-district candidate will be given the position. All qualifications being
623 substantially equal, the most senior candidate will be offered the position. All in-District
624 candidates not chosen for the position will receive a letter of explanation stating the
625 reason(s). The reason(s) given in the letter must be based on the qualifications stated in
626 the job posting.

627 2. If there is only one qualified in-district candidate for an opening, the district may post
628 the position, and interview outside candidates with the in-district candidate. If the in-
629 district candidate is not chosen he or she will be given a letter of explanation stating the
630 reason(s). The reason(s) given in the letter must be based on the qualifications stated in
631 the job posting.

632
633 3. Qualifications will be determined by the criteria stated in the job announcement,
634 which may include, but not be limited to, educational training and certification, highly
635 qualified teacher requirements, educational employment experience, related
636 employment experience and educational program needs. For the purposes of this
637 section, seniority will be defined as first, total experience in the District and second, total
638 experience as defined by placement on the salary schedule.

639
640 4. The District and the Association may agree to the special placement of a bargaining
641 unit member for unique circumstances.

642
643 Prior to public disclosure, the District shall notify each unsuccessful applicant for transfer or
644 reassignment that the position has been filled. After such notice, these employees are
645 encouraged to discuss their candidacy with the appropriate administrator if they so desire.

646
647 INVOLUNTARY TRANSFERS

648
649 When it becomes necessary to transfer an employee who has not requested a transfer, such
650 transfer shall be made only after a meeting between the employee involved and the principal
651 or supervisor. At this meeting the employee shall be given the reason(s) for the involuntary
652 transfer.

653
654 All involuntary transfers need to be recorded in writing.

655
656 If there are assignment options available, the employee will be notified, and be given the
657 opportunity to select the available position he/she prefers for which he/she is qualified. In the
658 event that an employee was involuntarily transferred due to a grade level staff reduction and/or
659 elimination of a position and the previously held position subsequently reopens, the
660 involuntarily transferred employee shall have the first right of refusal to return to the previously
661 held position for the next three (3) years.

662
663 No continuing employee may be involuntarily transferred for performance deficiency reasons
664 unless such deficiencies have been properly addressed in the written evaluation and the
665 employee has been given an additional school year to address and correct the noted concerns.
666 (Provisional employees are excluded from this provision.)

667 K-5 employees may be assigned to a position either one grade level higher or lower than their
668 current assignment no more than once every three (3) years if district or building needs
669 necessitate it based on enrollment. This will be considered an involuntary transfer.

670

671 No employee shall be involuntarily transferred for arbitrary or capricious reasons.

672

673 **SECTION F. TEACHER DUTIES**

674

675 **PROFESSIONAL**

676

677 Necessary non-teaching work assignments such as record keeping shall be kept at a minimum.
678 However, this agreement shall not preclude any employee from volunteering to participate in
679 other school activities beyond the workday.

680

681 It is also understood that specialist and resource personnel shall not be required to teach or
682 cover classes in the absence of the regular classroom teacher.

683

684 **NON-PROFESSIONAL**

685

686 Employees shall not be requested or required to perform ongoing non-work related
687 assignments, including, but not limited to, food distribution, supervision of cafeterias,
688 supervision of playgrounds, bus duty, collecting money from students, duplicating materials,
689 and other clerical and/or custodial functions. This is not to preclude employees from
690 volunteering for such assignment.

691

692 The Association encourages all staff members to participate in school sponsored functions to
693 better or maintain the quality of these functions, to better or maintain the relationship between
694 staff and community and to encourage participation of the students for their enjoyment, i.e.,
695 carnival, dances, sports events.

696

697 Employees shall not be required to drive students to activities which take place away from the
698 school building. They may do so only with the approval of their principal or immediate
699 supervisor. The employee, supervisor and superintendent shall sign the District's Travel Request
700 Form prior to the scheduled date of travel. When school is not in session the Superintendent's
701 signature will suffice. In such event, the District shall indemnify the employee for all personal
702 liability for any automobile accident which may occur in connection with such trip to the extent
703 permitted by law.

704

705 Employees shall be compensated for all driving done in their own automobiles at the current
706 IRS rate for business mileage, provided that they have received approval from their supervisor.

707 **SECTION G. PERSONNEL FILES**

708

709 Employees or former certificated employees shall upon request have the right to inspect all
710 contents of their complete personnel file kept within the District as well as employment
711 references originating in the Hockinson School District that are sent from the District, except
712 where the certificated employee has expressly requested a closed or confidential college
713 placement file, in accordance with Washington law. Upon a reasonable request, a copy of any
714 documents contained therein shall be afforded the employee at District expense. No secret,
715 duplicate, alternate, or other personnel files shall be kept anywhere in the District. A separate
716 file for processed grievances shall be kept apart from the employee's personnel file.

717

718 The employee personnel file shall be reviewed in a private place provided by the District.
719 Anyone at the employee's or personnel director's request may be present at this review.

720

721 Each employee's personnel file shall contain the following minimum items of information: All
722 evaluation and related reports and written disciplinary notices, copies of annual contracts,
723 teaching certificate, a transcript of academic records and correspondence between the
724 employee and the District.

725

726 Any derogatory material not shown to a certificated employee shall not be allowed as evidence
727 in any grievance or any disciplinary action against such certificated employee.

728

729 No evaluation, correspondence, or other material making derogatory reference to an
730 employee's competence, character or manner, shall be kept or placed in the personnel file
731 without the certificated employee's knowledge and exclusive right to attach his/her own written
732 comments. Such written responses shall be made within fourteen (14) calendar days of the date
733 on the materials in question and shall become a part of the written personnel records, to
734 become attached and made a part thereof.

735

736 Disagreement by an employee with the appropriateness of the content of materials filed in the
737 employee's personnel file may be a matter to be pursued through the negotiated Grievance
738 Procedure.

739

740 No material from a file can be released without prior notice of at least three business days to
741 the employee.

742

743 Upon request by the employee, the Superintendent or his/her official designee shall sign an
744 inventory sheet to verify contents of the personnel file at the time of inspection by said
745 certificated employee.

746

747 The Association and the District agree that any derogatory information, including letters of
748 discipline, in the employee's personnel file not required by law, shall be removed from the
749 employee's personnel file after three (3) years at the request of the employee, provided the

750 employee has not been further disciplined for a similar offense during that time and/or the
751 reprimand was not for student or staff abuse.

752
753 Material from parents or guardians introduced and substantiated through due process student
754 discipline cases may be included in an appropriate record file of those available to the employee
755 if legal requirements regarding such hearings permit. All material referring to or mentioning any
756 employee contained in any student due process hearing file shall be destroyed after three years
757 from the date of hearing unless Washington State rules, regulations or a hearing officer requires
758 records remain intact for a longer period.

759
760 Written evaluation of employees made in accordance with the Evaluation Procedures in this
761 Agreement shall be the only evaluation placed in any employee's personnel file.

762

763 **SECTION H. INSTRUCTIONAL WORK ASSIGNMENTS OF EDUCATORS**

764

765 Instructional work assignments customarily performed by certificated educational employees
766 of the District in its own facilities shall continue to be performed by the District and its
767 certificated employees.

768

769 There shall be no subcontracting for teaching services in the instruction of students for the term
770 of the Agreement, and all instructional assignments presently performed with students or to be
771 performed with students shall be performed by the certificated educational employees of the
772 District. An exception to instructional assignments shall be made for those classified aides
773 employed by the District in categorical programs. These aides shall be under the supervision of
774 a certificated employee while working with pupils in an instructional assignment. The
775 Association recognizes there may be a need for the District to contract with outside agencies
776 for SLP, Nurses, PT, OT, Psychologist(s) and other specialized services when unable to find
777 candidates for these positions.

778

779 **SECTION I. CLASS SIZE**

780

781 The Hockinson School District Board of Directors acknowledges that the size of the class load
782 should be held to a manageable size, and further, that small class loads tend to increase student
783 achievement and teacher morale. Therefore, the District shall make every reasonable effort to
784 maintain the following optimum class maximums:

785

786 K = 22

787 1 = 23

788 2 = 24

789 3 = 25

790 4 - 5 = 28

791 6 - 8 = 28

792 Cap of 30 students per period with maximum daily contacts of 140 students based on a
793 five period day.* PE cap of 35 students per period with maximum daily contacts of 160
794 students based on a five period day.*

795 9 - 12 = 30

796 Cap of 32 students per period with maximum daily contacts of 150 students based on a
797 five period day.* PE cap of 35 students per period with maximum daily contacts of 175
798 students based on a five period day.*

799

800 *(Exceptions to these limits will be middle and high school music and drama classes.)

801

802 In consultation between the building administrator and affected employee class overload shall
803 be reduced by one of the following:

804

805 1. Reassigning students.

806

807 2. Hiring additional certificated employees.

808

809 3. Paying an overload stipend of \$10.00 per additional student per student day
810 (elementary level) and \$2.00 per period per student per student day (secondary level).

811

812 Within five (5) days of notification by the certificated employee of the class overload situation
813 (excluding the first five (5) days of school), steps will be taken to reassign students or
814 compensate the certificated employee for the overload.

815

816 In grades K-5, during years of Wednesday early releases, specialists required to teach beyond
817 forty (40) sessions in a week will be compensated for one-half hour (.5) per session at per-diem
818 rate. In grades K-5, during years without Wednesday early releases, specialists required to teach
819 beyond forty-two (42) sessions in a week will be compensated for one-half hour (.5) per session
820 at per-diem rate.

821

822 Elementary Certificated Teacher Librarians may be assigned up to twenty-one (21) prep
823 coverage periods per week. If they are required to teach beyond twenty-one (21) sessions a
824 week they will be compensated for one-half hour (.5) per session at per diem rate.

825

826 The principal and staff will make every effort to assure that special needs pupils are distributed
827 equitably among all certificated employees in a grade level.

828

829 Special Education case load will follow the guidelines in Article III, Section X.

830 **SECTION J. WORK YEAR CALENDAR**

831

832 Each employee shall be given a 180-day base contract.

833

834 No deviation from the indicated workdays shall be made except by mutual agreement between
835 the District and the Association.

836

837 The typical student day shall be shortened by at least three (3) hours on a minimum of ten (10)
838 days mutually agreed upon by the District and the Association to provide for preparing and
839 holding parent conferences. These conferences shall be held during the usual working day of
840 the certificated employee and in the school the child attends. To meet the needs of students
841 and parents, other conferences may be mutually scheduled.

842

843 In the 2016-2017 and 2017-2018 school years students shall be dismissed at least one (1) hour
844 early every Wednesday to provide for staff collaboration time. The purpose of this time is for
845 collaboration with colleagues at the building or district level regarding students, curriculum,
846 instruction and assessments.

847

848 Two (2) collaboration days per month will be used for District or Building directed purposes with
849 the exception of four (4) months which will have one (1) collaboration period. The third
850 Wednesday of each month, will be designated for vertical teaming. The remaining Wednesdays
851 will be used for teacher directed grade level/subject collaboration within each building. The
852 District or Building directed days will be established by the end of the previous school year.

853

854 The following rules will be included in developing the Hockinson School District annual calendar:

855

856 1. One (1) non-student attendance day at the end of the first semester.

857

858 2. A winter holiday of a minimum of ten (10) weekdays and including three (3) weekends.

859

860 3. A spring holiday of five (5) consecutive weekdays during the first full week of April.

861

862 4. Legal holidays as provided in RCW.28A.150.050.

863

864 5. A non-contracted day for participation in the statewide October in-service day
865 program.

866

867 6. The Wednesday before Thanksgiving will be a non-contract day.

868

869 All state and national holidays are exclusive of the workdays. Employees shall not be expected
870 to work on these holidays nor shall there be compensation for these days.

871 Additional non-compensated days off shall include those days specified in the school calendar
872 approved by the Board as staff non-attendance days. These will include but not be limited to
873 additional days at Thanksgiving, winter break and spring break. These dates may be changed
874 when unusual weather or other circumstances require altering the school calendar. School
875 calendar changes will be made by mutual consent of the District and the Association.

876

877 **SECTION K. WORKDAY**

878

879 Certificated employees shall begin their workday thirty (30) minutes before the student school
880 day begins and shall continue until thirty (30) minutes after the student school day ends in
881 accordance with Washington law. The length of the certificated employee working day shall be
882 seven and one-half (7 1/2) hours including lunch.

883

884 Employees required to travel between schools by automobile as part of their professional
885 assignments shall be scheduled to provide sufficient time for such travel and shall be
886 compensated for mileage at the current IRS rate of reimbursement. Employees required to
887 travel during their prep period shall be compensated for the prep time lost at their per diem
888 rate.

889

890 Every effort shall be made to schedule faculty/building meetings so that part time employees
891 may be included without creating an interruption to or an extension of their contracted
892 schedules.

893

894 All employees shall have a duty-free lunch period of not less than thirty (30) continuous minutes
895 per workday as provided by Washington law.

896

897 Employees shall be in their room no later than fifteen (15) minutes prior to the beginning bell
898 for the student day unless performing official duties. Each K-5 certificated employee shall be
899 given a fifteen (15) minutes duty-free relief period each day of the work week except in
900 emergency situations.

901

902 Certificated employees shall be permitted to leave the job site during the lunch period. The
903 employee shall notify the office upon departure and return.

904

905 A certificated employee will be able to leave the job site directly after the close of the student
906 school day in order to attend classes, professional or activity meetings, or personal
907 appointments; such as doctor, dentist, etc. A certificated employee shall notify the principal or
908 supervisor of his/her need to leave after the close of the student school day.

909

910 A certificated employee will be able to leave when there exists an emergency situation which
911 requires a certificated employee to leave the job prior to school's end. Such arrangements shall
912 be made with the principal or his/her designee and will be charged to appropriate leave if the
913 time required exceeds one (1) hour.

914 Certificated employees will be allowed to leave the job site immediately after the student school
915 day on any day which begins a holiday period, or any day in which they have been requested to
916 return to a scheduled evening meeting, i.e., P.W.T., holiday programs, etc.

917
918 Certificated employees will make every reasonable effort to attend open house and evening
919 conferences. Certificated employees are encouraged to attend other school programs in
920 relation to their teaching positions.

921
922 School personnel will arrive thirty (30) minutes before the start of the student school day on
923 late start days that are due to inclement weather.

924
925 **SECTION L. KINDERGARTEN CONFERENCE RELEASE TIME**

926
927 This section applies if the District offers half-day kindergarten.

928
929 Half-time certificated employee (One (1) half-day session of kindergarten per day) will receive
930 two (2) days (half session each) of release time for the purpose of conferencing. Half-time
931 certificated employees will also receive one half-day (1/2) of release time 1-2 weeks prior to
932 conference week for the purpose of testing.

933
934 Full-time certificated employees will receive five (5) (half-days) of release time for the purpose
935 of conferencing. Full-time certificated employees will also receive one (1) full day of release time
936 1-2 weeks prior to conference week for the purpose of testing. This release time is for all
937 conference periods.

938
939 **SECTION M. PLANNING TIME**

940
941 Planning time shall be provided for all members of the bargaining unit. Those employed for less
942 than a full-time basis will receive planning time in proportion to their contract.

943
944 Grades K-5: Full-time employees shall receive an average of at least thirty-five (35) minutes of
945 continuous planning time daily during the student day. This shall be on a weekly basis, and is in
946 addition to recesses, which certificated employees will not be required to monitor, except in
947 emergency situations.

948
949 Grades 6-12: Full-time certificated employees will receive one regular class period daily during
950 the student day for the purpose of planning.

951
952 Provisions of this section do not apply if the school day is interrupted by a late start, early release
953 or unplanned, unforeseen events.

954 Certificated employees may voluntarily forgo their planning time when so requested by their
955 principal for the purpose of assuming additional duties. In this situation the certificated
956 employees will be compensated for their extra time at per diem.

957
958 It is understood that certificated employees shall not be required to teach or "cover" classes
959 during their planning time, except in emergency situations. This is not to preclude certificated
960 employees from doing so on a voluntary basis.

961
962 In the event of a levy loss, reduction of basic education or categorical funding (if relevant), or
963 other emergency financial situation that substantially impacts the District's ability to maintain a
964 quality education program, the District may provide notice to the Association on or before each
965 June 15, that the amount of planning time provided for in this section must be immediately
966 renegotiated for the ensuing school year. If no such notice is provided, the planning time
967 provision shall be guaranteed for the ensuing school year.

968
969 **SECTION N. HIRING PRACTICES**

970
971 It is agreed that the Principal/Director will notify an Association Building Representative of the
972 date and time of the interview. Up to two (2) certificated employees, will be selected by the
973 Association to interview any and all applicants being considered to fill certificated employee
974 positions in the District. The certificated employees shall be selected from different grades or
975 subject areas, that is, not all interviewers may be from the same grade or subject area.

976
977 The interview shall take place on school district premises, at a time other than designated class
978 time, and one which will be convenient to all participating parties.

979
980 The committee will use the same prepared questions and criteria for all applicants considered
981 for a specific position. The committee will provide a prioritized list of recommended candidates
982 to the District.

983
984 The recommendations of the committee are advisory only and are in no way binding upon the
985 hiring authority. The Association should have the right to present opinions.

986
987 **SECTION O. CLASSROOM VISITATION**

988
989 To provide citizens of the District the opportunity to visit classrooms with the least interruption
990 to the teaching process, the following guidelines are set forth:

- 991
992 1. All visitors to a school and/or classroom shall inform the principal, and if the visit is to
993 a classroom, the time will be arranged after the principal has conferred with the
994 certificated employee.

995 2. The certificated employee shall be afforded the opportunity to confer with the
996 classroom visitor before and/or after the visitation.

997

998 **SECTION P. CERTIFICATED STAFF EVALUATION**

999

1000 To ensure confidentiality administrators will do all typing, copying, filing and handling of
1001 employees' evaluations.

1002

1003 This entire section shall be opened for renegotiation upon District receipt of written
1004 administrative rule changes from Washington State relating to staff evaluations.

1005

1006 **A. CLASSROOM TEACHERS**

1007

1008 The evaluation procedure shall recognize high levels of performance and encourage
1009 improvement in specific, identifiable areas through the systematic assessment of the
1010 instructional program. It shall be understood by the parties that the purpose of this evaluation
1011 procedure is to improve the instructional program being offered by the District.

1012

1013 EVALUATION

1014

1015 Reason and Purpose: The District and the Association acknowledge that state statute and sound
1016 principles of school administration require systematic objective evaluation of each certificated
1017 staff member's professional performance. The purpose of the evaluation procedures set forth
1018 herein shall be to improve the educational program by improving the quality of instruction.

1019

1020 Instructional Framework and Evaluation Rubric

1021

1022 The parties have adopted the evidence-base instructional framework: Danielson. The teacher
1023 evaluation rubric and student growth rubric utilizing the Danielson Instructional framework are
1024 included herein:

1025

1026 Applicability

1027

1028 This evaluation system only applies to classroom teachers who spend more than fifty (50)
1029 percent of the workday providing academically focused instruction and grades for students, and
1030 whose duties are consistent with the state criteria for teachers and the District's framework and
1031 rubrics. All other staff shall continue to be evaluated in accordance with the current provisions
1032 in the collective bargaining agreement or the professional standards within their certification.
1033 By way of example, the following certificated staff members are not considered a "classroom
1034 teacher" for purposes herein; teacher librarians, instructional coaches, curriculum specialists,
1035 intervention specialists, deans, TOSAs and CSP certified staff, including speech and language
1036 pathologists or audiologists, school counselors, school nurses, school occupational therapists,
1037 school physical therapists, school psychologists and school social workers.

1038 Introduction

1039

1040 The parties agree that the following evaluation system is to be implemented in a manner
1041 consistent with good faith and mutual respect, and as defined in RCW 28A.405.110.

- 1042 ● An evaluation system must be meaningful, helpful, and objective;
- 1043 ● An evaluation system must encourage improvements in teaching skills, techniques, and
1044 abilities by identifying areas needing improvement;
- 1045 ● An evaluation system must provide a mechanism to make meaningful distinctions and
1046 acknowledge, recognize, and encourage superior teaching performance; and
- 1047 ● An evaluation system must encourage respect in the evaluation process by the persons
1048 conducting the evaluations and the persons subject to the evaluations through
1049 recognizing the importance of objective standards and minimizing subjectivity.

1050 Additionally, the parties agree that the evaluation process is one which will be implemented
1051 with collaboration between the administrator and the employee, as described in WAC 392-191-
1052 025.

1053 The purposes of evaluation of certificated classroom teachers, as identified in WAC 392-191A-
1054 050, will be, at a minimum:

- 1055 ● To acknowledge the critical importance of teacher and leadership quality in impacting
1056 student growth and support professional learning as the underpinning of the new
1057 evaluation system;
- 1058 ● To identify, in consultation with classroom teachers, principals, and assistant principals,
1059 particular areas in which the professional performance is distinguished, proficient, basic
1060 or unsatisfactory;
- 1061 ● To assist classroom teachers who have identified areas needing improvement in making
1062 those improvements.

1063

1064 Required Evaluations

1065

1066 All employees, including new employees, shall be evaluated annually; such evaluations to be
1067 completed no later than May 31 of the year in which the evaluation takes place.

1068 If an employee resigns or takes a leave of absence during the school year, a final evaluation shall
1069 be completed prior to the resignation/leave date whenever possible.

1070 If the administrator contemplates recommending that the employee be placed on probation, a
1071 plan of assistance, a formal observation and a conference will occur prior to that decision.

1072

1073 Definitions

1074

1075 “Artifacts” shall mean any products generated, developed, or used by a certificated teacher.
1076 Artifacts should not be created specifically for the evaluation system or at the direction of the
1077 evaluator. Additionally, agreed-upon tools or forms used in the evaluation process may be
1078 considered as artifacts. An individual artifact may serve as evidence for more than one criterion.

1079 “Evidence” means observed practice, products or results of a certificated classroom teacher that
1080 demonstrate knowledge and skills of the educator with respect to the four-level rating system.
1081 Evidence should not be created specifically for the evaluation system or at the direction of the
1082 evaluator. Evidence should primarily be gathered from the essential work that effective
1083 teachers are already doing.

1084
1085 “Observe” or “observation” means the gathering of evidence made through classroom worksite
1086 visits, or other visits, work samples, or conversations of assigned duties for the purpose of
1087 examining evidence over time against the instructional or leadership framework rubrics.

1088
1089 “Student growth data” means relevant and available multiple measures of student
1090 achievement.

1091
1092 “Student growth” means the change in student achievement between two (2) points in time.

1093
1094 “Student achievement” measures will be mutually agreed to between the educator and the
1095 administrator.

1096
1097 “Student growth rubrics” are identified in Criterion 3 and 6.

1098
1099 CONFIDENTIALITY: All information regarding evaluation or probation status shall remain
1100 confidential within the parameters of the administrative process. No such information shall be
1101 made public without the employee's consent; except as required by law.

1102
1103 General Evaluation Agreements

1104
1105 The evaluator shall be the principal of a school to which the classroom teacher is assigned or an
1106 administrative designee holding an administrator’s credential. The evaluator shall be designated
1107 prior to beginning the process. The evaluator shall assist the teacher by providing support and
1108 resources.

1109
1110 Instructional coaches, curriculum specialists, intervention specialists, and other certificated
1111 teaching staff will not evaluate or give input into the evaluation process. These roles are
1112 designed to support teachers and student learning and cannot be effective if they aren’t
1113 confidential in their roles.

1114
1115 As per RCW 28A.405.130 no administrator, principal, or other supervisory personnel may
1116 evaluate a teacher without having received training in the evaluation procedures. In addition,
1117 before evaluating classroom teachers using the evaluation systems required under RCW
1118 28A.405.100, principals and administrators must engage in professional development designed
1119 to implement the revised systems and maximize rater agreement.

1120 The District will ensure confidentiality and security for all evaluation documents, including
1121 electronic documents, consistent with state and public disclosure requirements and guidelines.
1122

1123 Observations noted by the administrator will occur during the course of the employee's
1124 normally assigned duties and responsibilities.
1125

1126 An employee shall have the right to have an advocate of his/her choice present during an
1127 evaluation conference upon request.
1128

1129 Annual Summary performance scores shall be determined in accordance with the scoring
1130 described in Comprehensive Evaluation Performance Scoring and Ratings.
1131

1132 The degree of student achievement as measured by state standardized tests will not be used in
1133 any way to evaluate employees. The degree of student achievement as measured by other
1134 standardized tests may only be used upon request by the employee.
1135

1136 Procedures for Evaluations

1137

1138 ● Transparency: All aspects of the evaluation procedure, including observations shall be
1139 conducted openly and with full knowledge of the employee.

1140 ● Notification: An administrator shall hold an annual certificated staff meeting, or
1141 individual conferences, to review evaluation criteria and procedures the administrator
1142 shall follow in evaluating employees. All forms required in this evaluation process will be
1143 included in the contract or be available on-line.

1144 ● Self-Assessment (Step 1): Prior to the Pre-Observation Conference, the employee will
1145 complete an initial Self-Assessment. The employee will establish a personal growth plan
1146 based upon Self-Assessment results. The employee and his/her administrator will
1147 collaboratively agree on the goals and the plan.

1148 ● Goal Setting and Planning Conference (Step 2): The employee and the evaluator shall
1149 meet in a goal setting conference. The purpose is to:

- 1150 ○ Provide an opportunity for self-assessment;
- 1151 ○ Identify personal professional goal areas for the evaluation including evidence to
1152 be gathered or considered;
- 1153 ○ Identify student growth goals and measures.

1154 ● Optional Mid-year Review: The administrator and the employee may review the
1155 components of each criteria, with the corresponding evidence/artifacts that have been
1156 generated to that point in the school year. Components or criteria yet to be observed,
1157 or without evidence/artifacts will be noted for focus in the second half of the school
1158 year. A discussion regarding any components of the criteria below proficient at that time
1159 will include a review of the evidence/artifacts, review of the rubrics, and a discussion of
1160 what is needed to meet the proficient rating.

1161 ● Artifacts and Evidence: The employee and the administrator will collect and share
1162 artifacts and evidence necessary to complete the evaluation. The employee may provide

1163 additional artifacts and evidence to aid in the assessment of the employee’s professional
1164 performance against the instructional framework rubric, especially for those criteria not
1165 observed in the classroom. Any evidence submitted shall be used to determine the final
1166 evaluation score. All evidence, measures, artifacts and observations used in developing
1167 the final summative evaluation score must be a product of the school year in which the
1168 evaluation is conducted.

1169

1170 Observation Procedures

1171

1172 1. General: All observations shall be conducted openly and are to be conducted so as not
1173 to interfere unreasonably with the normal teaching-learning process. Scheduling of
1174 formal observations will be mutually agreed upon by the employee and evaluator. If an
1175 informal observation is scored below proficient, the employee may request an additional
1176 observation.

1177

1178 2. Frequency and Length:

1179

1180 a. All employees newly employed by the District shall be observed for the purpose of
1181 evaluation at least once for a total observation time of thirty (30) continuous minutes
1182 during the first ninety (90) calendar days of their employment.

1183

1184 b. During each school year, each employee (including new employees) shall be
1185 observed for the purpose of evaluation at least twice in the performance of his/her
1186 assigned duties. Total observation time for each employee for each school year shall
1187 be not less than sixty (60) minutes.

1188

1189 c. Employees in the third year of provisional status must be observed at least three (3)
1190 times in the performance of his/her assigned duties. The total observation time for
1191 the school year must not be less than ninety (90) minutes.

1192

1193 d. In addition to the required observations, administrators may make additional
1194 observations at any time during the school year.

1195

1196 3. Informal Observations:

1197

1198 a. An informal observation is a documented observation that is not required to be pre-
1199 scheduled.

1200

1201 b. An administrator may conduct any number of informal observations.

1202

1203 c. Informal observations do not have to be in the classroom. Department or collegial
1204 meetings may be used for informal observations.

- 1205 d. All informal observations to be used for evaluation purposes shall be documented in
1206 writing using an observation report form. Observation notes will be shared in the
1207 online evaluation system.
1208
- 1209 e. A copy of the observation report shall be given to the employee within three (3) days
1210 after preparation or ten (10) working days after the observation, whichever is less,
1211 otherwise the observation cannot be used in the evaluation.
1212
- 1213 f. Any time after an informal observation an employee may request a post conference
1214 to discuss the informal observation. The purpose of the informal post observation
1215 conference is to discuss the observation. It may also include a review of the
1216 evaluator's and/or teacher's evidence related to the evaluative criteria specific to
1217 the observation, and/or additional evidence to aid in the assessment of the teacher's
1218 performance related to those evaluative criteria not observed in the lesson or
1219 classroom. If it is mutually agreed upon by teacher and evaluator that sufficient
1220 evidence exists for a proficient or higher rating for specified criterion, no further
1221 evidence is necessary.
1222

1223 4. Formal Observations:
1224

- 1225 a. A formal observation is a documented observation that has been pre-scheduled and
1226 mutually agreed upon prior to the observation.
1227
- 1228 b. Every employee will have a minimum of one (1) formal observation.
1229
- 1230 c. Pre-Observation Conference: The pre-observation conference shall be held prior to
1231 the formal observation. The employee and administrator will mutually agree when
1232 to conference. The purpose of the pre-observation conference is to discuss the
1233 employee's goals and to discuss such matters as the professional activities to be
1234 observed, their content, objectives, strategies, and possible observable evidence to
1235 meet the scoring criteria.
1236
- 1237 d. The administrator will document all formal observations using the format in the
1238 online evaluation system. A copy of the observation report shall be given to the
1239 employee within three (3) days after preparation or ten (10) working days after the
1240 observation, whichever is less, otherwise the observation cannot be used in the
1241 evaluation.
1242
- 1243 e. Post-Observation Conference:
1244
- 1245 i. The post-observation conference will be held at a mutually agreed time no
1246 later than ten (10) working days after the formal observation unless there is
1247 agreement by the employee and administrator to extend the timeline.

1248 ii. The purpose of the post observation conference is to discuss the observation
1249 and to align the observation notes to scoring criteria. It may also include a review
1250 of the evaluator’s and/or teacher’s evidence related to the evaluative criteria
1251 specific to the observation, and/or additional evidence to aid in the assessment
1252 of the teacher’s performance related to those evaluative criteria not observed in
1253 the lesson or classroom. If it is mutually agreed upon by teacher and evaluator
1254 that sufficient evidence exists for a proficient or higher rating for specified
1255 criterion, no further evidence is necessary.

1256
1257 iii. If there is an area of concern, the administrator will identify
1258 criteria/components of concern. Collaboratively, they will discuss possible
1259 options to remedy the concern(s) and document in the observation report.

1260
1261 5. Summative Evaluation Conference:

1262
1263 a. After completion of the required observations and any required remediation and/or
1264 probation procedure, the evaluator shall complete a Summative Evaluation summary. It
1265 will include a rating for each criterion, a student growth rating, and an overall summative
1266 performance rating.

1267
1268 b. The administrator and employee shall meet to discuss the employee’s summative score.
1269 The summative score, including the student growth score, must be determined by an
1270 analysis of evidence and artifacts. This analysis will assess the employee’s performance
1271 over the course of the year or the period covered by the Summative Evaluation.

1272
1273 c. The employee and administrator are expected to collaborate in the review of evidence
1274 and artifacts as needed for each criterion to be scored.

1275
1276 d. The employee will sign two (2) copies of the Summative Evaluation. The signature of the
1277 employee does not, however, necessarily imply that the employee agrees with its
1278 contents.

1279
1280 e. Employees shall have the right to attach additional comments or a rebuttal to the
1281 Summative Evaluation.

1282
1283 Comprehensive Evaluation:

1284
1285 1. The Summative Evaluation assesses all eight evaluative criteria. Student growth and all
1286 criteria contribute to the Annual Summary performance rating.

1287
1288 2. The following categories of the classroom teachers shall receive a Summative Evaluation:

- 1289
- 1290
- 1291
- 1292
- 1293
- 1294
- 1295
- 1296
- Classroom teachers who are provisional employees under RCW 28A.405.220;
 - Classroom teachers who received a Summative Evaluation performance rating of unsatisfactory or basic in the previous school year
 - Classroom teachers who are on probation.
3. All other classroom teachers shall receive a Summative Evaluation at least once every four years.

1297 Focused Evaluation:

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- 1330
1. A Focused Evaluation must be completed when a Summative Evaluation is not required by the evaluator or the classroom teacher. Classroom teachers who received a comprehensive overall Summative Evaluation performance rating of Level 3-Proficient or above in the previous school year may complete a Focused Evaluation with approval from their principal by September 30. A teacher may be transferred from a Focused Evaluation to a Comprehensive Evaluation prior to December 15 at their request or at the discretion of the evaluator.
 2. Criteria Selection: An employee and evaluator shall collaborate in the selection of one of the eight criteria plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the employee's evaluator and may have been identified in a previous Summative Evaluation as benefiting from additional attention or as identified in the self-assessment. A group of employees may focus on the same evaluation criteria and share professional growth activities.
 3. The Focused Evaluation shall include the student growth rubrics of the selected criterion. If Criterion 3 or 6 are selected, evaluators shall use those student growth rubrics. If Criterion 1, 2, 4, 5, 7 or 8 is selected, Criterion 3 or 6 student growth rubrics will be used to meet the student growth annual requirement.
 4. All classroom teachers are observed for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. As appropriate the evaluation of classroom teachers may include the observation of duties that occur outside of the classroom setting.
 5. A summative score is determined using the most recent comprehensive Summative Evaluation score. This score becomes the focused Summative Evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level four (distinguished) score may be awarded by the evaluator.

1331 6. An employee shall receive an overall summative performance rating based upon the
1332 evidence for the selected criterion and the student growth rubrics used in the
1333 evaluation. A teacher with a summative performance rating of basic or unsatisfactory
1334 shall be evaluated through the Comprehensive Evaluation process for the succeeding
1335 two school years.

1336

1337 Provisional Employees:

1338

1339 1. "Provisional Employees" are those who are within their first three (3) years of
1340 employment with the District, except for those who have at least two (2) years of
1341 certificated employment with another school district in the state of Washington. Those
1342 with such experience shall be provisional only during their first year of employment with
1343 the District.

1344

1345 2. All Provisional Employees who are new to the profession and whose performance is
1346 determined to be Proficient (Level 3) or Distinguished (Level 4) at the end of their second
1347 year of employment in the District may be removed from provisional status by the
1348 Superintendent.

1349

1350 3. If a Provisional Employee's job performance is unsatisfactory, the District will notify the
1351 Employee as soon as possible. Unless the employee chooses to opt out, the District will
1352 then notify the Association. The District will provide applicable support that may include:
1353 professional development, peer support, mentoring/coaching, peer observations, and
1354 other strategies designed to improve instructional practice.

1355

1356 Evaluation Documents:

1357

1358 Only the final Summative Evaluation document, along with any comments submitted by the
1359 employee shall be kept in the personnel files.

1360

1361 Evaluation Results:

1362

1363 1. Evaluation results shall be used:
1364 ● To acknowledge, recognize, and encourage excellence in professional performance;
1365 ● To document the level of performance by a teacher of his/her assigned duties;
1366 ● To identify specific areas in which the employee may need improvement according
1367 to the criteria included on the evaluation instrument;
1368 ● To document performance by a teacher deemed unsatisfactory based on established
1369 evaluation criteria;
1370 ● As one of the multiple factors in Human Resources and personnel decisions, only as
1371 defined in RCW 28A.405.100(8a).

1372

1373 2. Evaluation results shall not be:

- 1374
- 1375
- 1376
- 1377
- 1378
- 1379
- 1380
- Shared or published with any identifying information, except as required by law;
 - Shared or published without notification to the individual and Association, unless otherwise requested by the individual;
 - Used to solely determine assignment, placement, or job status of a teacher except as defined elsewhere in this agreement;
 - Used to determine any type of base or additional compensation.

1381

1382

1383

1384

3. The evaluation ratings of classroom teachers shall not be based on comparison to the evaluation ratings of other teachers in the District. Comparisons of evaluation ratings are only allowed as described in Article III, Section AA.

1385 Comprehensive Evaluation Performance Scoring and Ratings

1386

1387 Criterion Scoring: A classroom teacher shall receive a performance rating for each of the eight

1388 (8) evaluative criteria. Criteria shall include:

- 1389 (1) Centering instruction on high expectations for student achievement;
- 1390 (2) Demonstrating effective teaching practices;
- 1391 (3) Recognizing individual student learning needs and developing strategies to address
- 1392 those needs;
- 1393 (4) Providing clear and intentional focus on subject matter content and curriculum;
- 1394 (5) Fostering and managing a safe, positive learning environment;
- 1395 (6) Using multiple student data elements to modify instruction and improve student
- 1396 learning;
- 1397 (7) Communicating and collaborating with parents and the school community; and
- 1398 (8) Exhibiting collaborative and collegial practices focused on improving instructional
- 1399 practice and student learning.

1400

1401 Criterion-level ratings shall be based upon the preponderance of evidence. This evidence will

1402 consider the growth of the classroom teacher over time and the relevancy of the criterion to

1403 the classroom teacher’s work assignment.

1404

1405 Overall Summative Rating: The overall summative performance rating is determined by totaling

1406 the eight (8) criterion-level ratings as follows:

- 1407 a. 29-32 - Distinguished
- 1408 b. 22-28 - Proficient
- 1409 c. 15-21 - Basic
- 1410 d. 8-14 – Unsatisfactory

1411

1412 Note: The overall summative performance rating of Distinguished will be altered if the

1413 evaluation contains a low student growth score.

1414

1415 Student Growth Rating

1416 Embedded in the instructional framework are five (5) components designed as student growth
1417 components. These components are embedded in criteria as 3.1, 3.2, 6.1, 6.2 and 8.1. Student
1418 growth will be taken from multiple sources, and must be appropriate and relevant to the
1419 teacher’s assignment. Student growth data may include formative and summative assessment
1420 data. Student achievement data that does not measure growth between two points in time
1421 shall not be used to calculate a teacher’s student growth criterion score.

1422
1423 Upon completion of the overall summative scoring process, the evaluator will total the ratings
1424 for each of the five student growth components to determine a student growth rating as
1425 follows:

- 1426 a. 18-20 - High
- 1427 b. 13-17 - Average
- 1428 c. 5-12 - Low

1429
1430 The student growth rating will be factored into the final summative performance rating as
1431 follows:

- 1432 a. A student growth score of “1” in any of the rubrics will result in an overall Low Student
1433 Growth rating.
- 1434 b. A teacher who receives a Distinguished rating and a Low Growth rating will receive an
1435 overall evaluation rating of Proficient.

1436
1437 **Low Student Growth Rating**
1438 Within two months of receiving the low student growth score or at the beginning of the
1439 following school year, the teacher and the evaluator shall engage in a student growth inquiry
1440 process and initiate one or more of the following:

- 1441 a. Examine student growth data in conjunction with other evidence including observation,
1442 artifacts, and other students and teacher information based on appropriate classroom,
1443 school, school district and state-based tools and practices;
- 1444 b. Examine extenuating circumstances which may include one or more of the
1445 following: Goal setting process, content and expectations, student attendance, extent
1446 to which standards, curriculum and assessment are aligned;
- 1447 c. Schedule monthly conferences focused on improving student growth to include one or
1448 more of the following topics: Student growth goal revisions, refinement, and progress;
1449 best practices related to instruction areas in need of attention; best practices related to
1450 student growth data collection and interpretation;
- 1451 d. Create and implement a professional development plan to address student growth
1452 areas.

1453
1454 Support for Employees with Basic and Unsatisfactory Ratings

- 1455
- 1456 1. If an employee with more than five (5) years of experience receives an Annual
1457 Summary performance score of Unsatisfactory, the employee shall be placed on
1458 probation.

1459 2. If an employee with more than five (5) years of experience receives an Annual
1460 Summary performance score of Basic, the employee must be formally observed before
1461 October 15 the following year. If the first Formal Observation in that following year
1462 results in ongoing and specific performance concerns, a plan of assistance will be
1463 completed prior to completion of the Comprehensive Annual Summary. A
1464 collaboratively agreed upon plan of assistance will include supports such
1465 as: professional development, peer support, mentoring/coaching, peer observations,
1466 and other strategies designed to improve professional standards. If the evaluator and
1467 employee are unable to agree upon a mutually acceptable plan, the evaluator shall
1468 prepare and deliver an improvement plan to the employee.

1469
1470 3. No employee who receives an Annual Summary performance of Basic shall be placed
1471 on probation unless a plan of assistance has been given to the employee in the current
1472 school year.

1473
1474 4. As provided by law, an employee on a continuing contract who has been assigned to
1475 teach outside of his/her endorsements shall not be subject to nonrenewal or probation
1476 based on evaluations of his/her teaching effectiveness in the out-of-endorsement
1477 assignment.

1478
1479 Probation

1480
1481 1. If, at any time after October 15, an administrator determines that the performance of
1482 an employee under his/her supervision is not judged satisfactory based on the
1483 established evaluation criteria, the evaluator and the teacher will meet to write a report.
1484 The report shall include the following:

- 1485
- 1486 • Specific areas of performance deficiencies identified from the instructional
 - 1487 framework;
 - 1488 • A specific and reasonable program plan, developed collaboratively and designed for
 - 1489 his/her improvement.

1490
1491 2. The following Summative Evaluation performance ratings based on the evaluation
1492 criteria mean a classroom teacher's work is not judged satisfactory:

- 1493
- 1494 • Unsatisfactory (Level 1); or
 - 1495 • Basic (Level 2) if the classroom teacher is a continuing contract employee under RCW
 - 1496 28A.405.210 with more than five (5) years of teaching experience and if the Level 2
 - 1497 Annual Summary performance rating has been received for two (2) consecutive
 - 1498 years or for two (2) years within a consecutive three-year (3) time period.

1499 3. The employee shall have the right, upon request, to a confidential conference with the
1500 principal prior to any decision by the Administration to place the employee on probation.

- 1501 4. The evaluator shall place the employee in probationary status for a period of not less
1502 than sixty (60) working days.
- 1503
- 1504 5. Procedure during Probationary Period:
- 1505
- 1506 a. Limit on Transfer or Reassignment during Probationary Period: During the period of
1507 probation, the employee may not be transferred from the supervision of the original
1508 evaluator. Improvement of performance or probable cause for nonrenewal must
1509 occur and be documented by the original evaluator before any consideration of a
1510 request for transfer or reassignment as contemplated by either the individual or
1511 district.
- 1512
- 1513 b. Plan Review: During the probationary period the evaluator shall meet with the
1514 employee at least twice monthly to supervise and make a written evaluation of the
1515 progress made by the employee. The evaluator may recommend to the
1516 Superintendent, prior to the completion of probation, that probation should be
1517 terminated due to the remediation of the deficiency(ies) as stated in the
1518 probationary notice.
- 1519
- 1520 c. Procedures to be included for Observable Deficiencies
- 1521 i. Pre-Observation Conference: A pre-observation conference shall be conducted
1522 between the probationary employee and the evaluator after each formal
1523 observation at which time the parties shall discuss the areas of criteria that will be
1524 observed by the evaluator.
- 1525
- 1526 ii. Additional Observation Requirements: Any formal observations conducted by the
1527 evaluator shall not be less than twenty (20) continuous minutes in length, shall be
1528 structured so as not to interfere unreasonably with the normal teaching learning
1529 process of the class, and shall be conducted with the full knowledge of the
1530 probationary employee.
- 1531
- 1532 iii. Post-Observation Conference: Following each formal observation, a post-
1533 observation conference between the evaluator and the employee shall occur. At that
1534 time a copy of the evaluator-completed form and working notes shall be provided to
1535 the employee. The parties shall discuss the contents of the form and the progress
1536 being made with respect to the deficiency(ies) specified in the notice of probationary
1537 status, along with written recommendation for improvement and future
1538 remediation efforts. Employees are encouraged to work collaboratively with the
1539 administrator to develop recommendations.
- 1540
- 1541 iv. Informal Observation: The evaluator may conduct any reasonable number of
1542 informal observations under the same procedures as in the regular evaluation
1543 process (including documentation).

1544 d. Collegial Assistance: A probationary employee shall have the right to request an
1545 observation or other appropriate help from one (1) or more fellow employees during
1546 the probationary period for the purpose of obtaining constructive suggestions to
1547 overcome specific deficiency(ies). Release time for this purpose shall be granted by
1548 the District, upon mutual agreement of the requesting employee and the evaluator.
1549

1550 6. Evaluator's Post-Probation Summative Evaluation to the Superintendent:
1551

1552 a. The evaluator shall submit a Summative Evaluation which shall specify the number
1553 of observations and include all evaluation forms utilized in the evaluation process.
1554 This evaluation shall be submitted to the Superintendent, the Association and
1555 Employee at the end of the probationary period. The evaluation shall identify the
1556 performance of the probationary employee and shall set forth one (1) of the
1557 following recommendations for further action:

- 1558 • That the employee has demonstrated sufficient improvement in the stated areas
1559 of deficiency to justify the removal of the probationary status; or
- 1560 • That the employee has demonstrated sufficient improvement in the stated areas
1561 of deficiency to justify the removal of the probationary status accompanied by a
1562 letter identifying areas where further improvement is required; or
- 1563 • That the employee has not demonstrated sufficient improvement in the stated
1564 areas of deficiency and action should be taken to non-renew the employment
1565 contract of the employee.
1566

1567 7. Action by the Superintendent: Following a review of the Evaluator's Post-Probation
1568 Summative Evaluation, the Superintendent shall determine which of the alternative
1569 courses of action is proper and shall take appropriate action as outlined below:
1570

1571 a. Days may be added if deemed necessary to complete a program for improvement and
1572 evaluate the employee's performance, as long as the probationary period is concluded
1573 before May 15 of the same school year.
1574

1575 b. The probationary period may be extended into the following school year if the
1576 employee has five or more years of teaching experience and has an Annual Summary
1577 performance rating as of May 15 of less than Level 2.
1578

1579 c. Alternative Assignment: Immediately following the completion of a probationary
1580 period that does not produce performance changes detailed in the initial notice of
1581 deficiencies and improvement program, the employee may be removed from his or her
1582 assignment and placed into an alternative assignment for the remainder of the school
1583 year. This reassignment may not displace another employee nor may it adversely affect
1584 the probationary employee's compensation or benefits for the remainder of the
1585 employee's contract year. If such reassignment is not possible, the District may, at its
1586 option, place the employee on paid leave for the balance of the contract term.

1587 d. Lack of necessary improvement during the established probationary period as
1588 specifically documented in writing with notification to the employee constitutes grounds
1589 for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

1590

1591 Non-Renewal:

1592

1593 1. Per RCW 28A.405.100(4)(c), when a continuing contract employee with five (5) or
1594 more years of experience receives an Annual Summary performance rating below Level
1595 2 for two (2) consecutive years, the school district shall, within ten (10) working days of
1596 the completion of the second summative comprehensive evaluation or May 15,
1597 whichever occurs first, implement the employee notification of discharge as provided
1598 in RCW 28A.405.300.

1599

1600 2. The employee who is, at any time, issued a written notice of probable cause for non-
1601 renewal or discharge by the Superintendent pursuant to this Section shall have ten (10)
1602 calendar days following receipt of said notice to file any notice of appeal as provided by
1603 statute and retains all rights and timelines as provided by this Agreement.

1604

1605 B. CERTIFICATED NON-CLASSROOM TEACHERS

1606

1607 The evaluation procedure shall recognize high levels of performance and encourage
1608 improvement in specific, identifiable areas through the systematic assessment of the
1609 instructional program. It shall be understood by the parties that the purpose of this evaluation
1610 procedure is to improve the instructional program being offered by the District.

1611

1612 1. EVALUATION

1613

1614 a. Responsibility for Evaluation: Within each school the principal or designee shall be
1615 responsible for the evaluation of non-classroom certificated employees assigned to that school.
1616 An employee assigned to more than one school shall be evaluated by one principal with input
1617 from the other principals from each school. The administrative organization plan of the School
1618 District shall be used to determine lines of responsibility for evaluation for any non-classroom
1619 certificated employee who is not regularly assigned to any school. Any Superintendent, principal
1620 or other supervisor may designate other supervisory certificated staff members to assist in the
1621 observation and evaluation process. Prior to the beginning of the evaluation process, the
1622 administrators of each building shall meet with the staff to review and discuss the evaluation
1623 procedure and criteria.

1624

1625 b. Evaluation Criteria: All non-classroom certificated employees shall be evaluated in
1626 accordance with the criteria set forth in the addendum attached to this agreement, which is
1627 hereby made a part of this policy. Student standardized test scores (including criterion
1628 referenced tests) will not be used in any way to evaluate non-classroom certificated employees.

1629 Evaluations required or permitted hereunder shall be documented on the evaluation report
1630 forms attached to this agreement as Appendix B, C, and D.

1631
1632 c. Required Evaluations:

1633
1634 1. All non-classroom certificated employees newly employed by the School District shall
1635 be evaluated within the first ninety (90) calendar days of the commencement of their
1636 employment.

1637
1638 2. All non-classroom certificated employees, including new non-classroom certificated
1639 employees, shall be evaluated annually, such evaluations to be completed no later than
1640 June 1, of the year in which the evaluation takes place.

1641
1642 3. If a non-classroom certificated employee is transferred to another position not under
1643 the supervisor's jurisdiction, an evaluation shall be made at the time of transfer.

1644
1645 4. If a non-classroom certificated employee resigns during the school year, a final
1646 evaluation shall be completed prior to the resignation date.

1647
1648 d. Additional Evaluations: In addition to the evaluations required under paragraph 2c, principals
1649 and other supervisors may make evaluations at any time during the school year. Evaluations
1650 may cover individual observations or such periods of time as may be identified in the evaluation
1651 report.

1652
1653 e. Constraining Factors: Each evaluation report shall note if there are constraining factors
1654 present in the evaluation setting. (Such factors may include, but are not limited to: case load,
1655 availability of supplies and materials, physical facilities, adequate preparation time,
1656 administrative support in dealing with discipline problems, existence of District course and
1657 curriculum guidelines.)

1658
1659 f. Long Form Observation Criteria: Minimum Observation Criteria: During each school year each
1660 non-classroom certificated employee shall be observed for the purpose of evaluation at least
1661 twice in the performance of his or her assigned duties. Total observation time for each non-
1662 classroom certificated employee for each school year shall be not less than sixty (60) minutes.
1663 A minimum of one (1) observation for a total observation time of thirty (30) minutes shall be
1664 required in connection with the evaluation of non-classroom certificated employees under
1665 paragraph 2c.

1666
1667 g. Short Form Evaluation Criteria: After a non-classroom certificated employee has four (4) years
1668 of satisfactory long form evaluations, certificated staff members may have the option of
1669 receiving a short form evaluation. The short form of evaluation must include a thirty (30) minute
1670 observation during the school year with a written summary. The regular long form evaluation
1671 process must be followed at least once every three (3) years and either the non-classroom

1672 certificated employee or evaluator may request that the regular evaluation process be followed
1673 in any given school year. The short form evaluation process may not be used as a basis for
1674 determining that a non-classroom certificated employee's work is unsatisfactory or as probable
1675 cause for the non-renewal of a non-classroom certificated employee's contract.

1676

1677 The District's short form evaluation form is identified in Appendix D.

1678

1679 h. Evaluation Procedures:

1680

1681 1. Prior to the required observation under paragraph 2c., the evaluator and the non-
1682 classroom certificated employee shall meet to mutually understand the intent of the
1683 evaluation, possible constraining factors, the goals and objective of the non-classroom
1684 certificated employee to be observed during the evaluation, and to establish the date
1685 for the evaluation.

1686

1687 2. Following each observation, or series of observations under 2c., the principal or other
1688 evaluator shall promptly document the results thereof using the evaluation report form
1689 attached to this policy. The non-classroom certificated employee shall be provided with
1690 a copy of the evaluation report within three (3) days after such report is prepared and
1691 the non-classroom certificated employee may discuss the report with the evaluator.

1692

1693 3. Following the completion of each evaluation report required under paragraph 2c., a
1694 meeting shall be held between the principal or other supervisor and the non-classroom
1695 certificated employee to discuss the report. The non-classroom certificated employee
1696 shall sign the District's copy of the evaluation report to indicate that he/she has received
1697 a copy of the report. The signature of the non-classroom certificated employee does not,
1698 however, necessarily imply that the non-classroom certificated employee agrees with
1699 the contents of the evaluation report. If the non-classroom certificated employee
1700 chooses, he/she may attach a rebuttal to the evaluation within fourteen (14) calendar
1701 days of the post conference date.

1702

1703 4. Each evaluation report required under paragraph 2c., shall be promptly forwarded to
1704 the School District's personnel office for filing in the non-classroom certificated
1705 employee's personnel file. Evaluation reports other than those required under
1706 paragraph 2c., shall not be filed in the non-classroom certificated employee's personnel
1707 file unless either the supervisor or the non-classroom certificated employee elects to the
1708 contrary. If the supervisor elects to include the evaluation in the personnel file, the non-
1709 classroom certificated employee may attach a rebuttal within fourteen (14) calendar
1710 days of the post-conference date.

1711

1712 5. In the event that any evaluation report for non-classroom certificated employees in
1713 their first year of their assignment after receiving their certificate indicates that the non-
1714 classroom certificated employee's overall performance has been unsatisfactory, the

1715 principal or other supervisor and the non-classroom certificated employee shall attempt
1716 to develop a mutually agreeable written plan designed to improve the non-classroom
1717 certificated employee's effectiveness in the deficient areas. In connection with the
1718 development of such plan, consideration should be given to utilizing the services of
1719 available supervisory resource persons to observe the non-classroom certificated
1720 employee's performance and make recommendations for improvement. If the
1721 supervisor and non-classroom certificated employee are unable to agree upon a
1722 mutually acceptable plan, the supervisor shall prepare and deliver such improvement
1723 plan to the non-classroom certificated employee.
1724 The intent of this language is to afford non-classroom certificated employees in their first
1725 year on provisional status, some extra assistance. However, non-classroom certificated
1726 employees in their second and last year of provisional status, including those non-
1727 classroom certificated employees who transfer to Hockinson from another district in
1728 Washington, are excluded from these provisions. The definitions of provisional status in
1729 RCW 28A.405.220 guide this section.
1730

1731 2. PROBATION

1732
1733 a. Supervisor's Report: In the event that a principal or other supervisor determines on the basis
1734 of the evaluation criteria that the performance of an non-classroom certificated employee
1735 under his/her supervision is unsatisfactory, the supervisor shall follow the guidelines and
1736 timeline in RCW 28A.405.100. The report shall include a recommended specific and reasonable
1737 program designed to assist the non-classroom certificated employee in improving his/her
1738 performance.
1739

1740 b. Establishment of Probationary Period: If the Superintendent concurs with the supervisor's
1741 judgment that the performance of the non-classroom certificated employee is unsatisfactory,
1742 the Superintendent shall place the non-classroom certificated employee in a probationary
1743 status in the times and manner provided under RCW 28A.405.100. The non-classroom
1744 certificated employee shall be given written notice of the action by the Superintendent. Notice
1745 shall contain the following information which is detailed in the statute:
1746

1747 1. Specific areas of performance deficiencies.

1748
1749 2. A suggested specific and reasonable program for improvement.

1750
1751 3. A statement indicating the duration of the probationary period and that the purpose
1752 of the probationary period is to give the non-classroom certificated employee the
1753 opportunity to demonstrate improvement in his/her areas of deficiency.
1754

1755 c. Right to Representation: Upon receipt of the notice placing the non-classroom certificated
1756 employee in a probationary status, the non-classroom certificated employee shall have the right

1757 to have, upon request, an Association representative present at all subsequent meetings
1758 relating to his/her probationary status.

1759

1760 d. Evaluation during the Probationary Period:

1761

1762 1. At or about the time of the delivery of a probationary letter, the principal or other
1763 supervisor shall hold a personal conference with the probationary non-classroom
1764 certificated employee to discuss performance deficiencies and the remedial measures
1765 to be taken. When appropriate, the supervisor shall authorize one additional supervisory
1766 certificated non-classroom employee to evaluate the probationer and to aid the non-
1767 classroom certificated employee in improving his/her areas of deficiency.

1768

1769 2. During the probationary period, the principal or other evaluator shall meet with the
1770 probationary non-classroom certificated employee at least twice monthly to supervise
1771 and make a written evaluation of the progress, if any, made by the non-classroom
1772 certificated employee. The provisions of paragraph 2h, two (2) and three (3) shall apply
1773 to the documentation of evaluation reports during the probationary period.

1774

1775 3. The probationary non-classroom certificated employee may be removed from
1776 probation at any time if he/she has demonstrated improvement to the satisfaction of
1777 the principal or other supervisor in those areas specifically detailed in his/her notice of
1778 probation.

1779

1780 e. Supervisor's Post-Probation Report: Unless the probationary non-classroom certificated
1781 employee has previously been removed from probation, the principal or other supervisor shall
1782 submit a written report to the Superintendent at the end of the probationary period. The report
1783 shall identify whether the performance of, the probationary non-classroom certificated
1784 employee has improved, and which shall set forth one of the following recommendations for
1785 further action:

1786

1787 1. That the non-classroom certificated employee has demonstrated sufficient
1788 improvement in the stated areas of deficiency to justify the removal of the probationary
1789 status, or

1790

1791 2. That the non-classroom certificated employee has demonstrated sufficient
1792 improvement in the stated areas of deficiency to justify the removal of the probationary
1793 status if accompanied by a letter identifying areas where further improvement is
1794 required, or

1795

1796 3. That the non-classroom certificated employee has not demonstrated sufficient
1797 improvement in the stated areas of deficiency and action should be taken to non-renew
1798 the employment agreement of the non-classroom certificated employee.

1799 f. Action by the Superintendent: Following a review of any report submitted pursuant to
1800 paragraph 3e, the Superintendent shall determine which of the alternative courses of action is
1801 proper and shall take appropriate action to implement such determination. In the event that
1802 the Superintendent determines that the non-classroom certificated employee has not
1803 demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent
1804 shall make a determination of probable cause of the non-renewal of the non-classroom
1805 certificated employee's contract and shall provide written notice thereof to the non-classroom
1806 certificated employee on or before the date specified in RCW 28A.405.

1807

1808 **SECTION Q. COMMUNICATION WITH BUILDING ADMINISTRATORS**

1809

1810 A building level communication team (not to exceed four (4) persons) will be selected by the
1811 Association members in each building to meet on a scheduled basis (a minimum of four (4)
1812 meetings per school year) with each building principal. The purpose of these scheduled
1813 meetings will be to foster two-way communication and resolve issues in a format that is more
1814 personal than regular staff meetings and less formal than the grievance process. The time, place
1815 and duration of such meetings will be mutually agreed upon by the building principal and the
1816 building team. Any records or minutes of such meetings, if kept, will be furnished to both the
1817 Association and the principal. It is the responsibility of the members to schedule meetings with
1818 their building administrator.

1819

1820 **SECTION R. STUDENT DISCIPLINE PROCEDURE**

1821

1822 The maintenance of reasonable order and discipline is necessary for the creation and
1823 continuation of an acceptable learning and teaching environment. Procedures in Chapter 180-
1824 40 WAC, School District Policy Series 3000 et.al. and building or student handbooks shall be
1825 followed.

1826 All staff shall be notified as soon as possible of any major disciplinary action for students that
1827 they serve.

1828

1829 Administration and staff will review and update each building's discipline and attendance
1830 procedures prior to the start of the student school year.

1831

1832 **SECTION S. PROFESSIONAL ENHANCEMENT FUND AND OPTIONAL USE FUND**

1833

1834 The District will provide \$900.00 per certificated employee. This fund is not intended to supplant
1835 annual building supplies and materials budgets provided by the district. An employee may
1836 request in writing by August 10 their desire to roll unused enhancement funds over into the
1837 next year solely for professional development. Roll overs can be made to a max of \$1,800 in
1838 rolled funds. This in addition to a current year allotment would provide the employee with a
1839 maximum expenditure of \$2,700. Should the employee terminate his/her employment without
1840 expending their rolled professional development funds, the funds will be transferred to the

1841 pool. This fund is to be used for professional development activities and other optional charges
1842 and reimbursements as listed below including taxes and benefits:

1843

1844 1. College tuition and textbooks

1845

1846 2. Registration for workshop, conference, or seminar

1847

1848 3. Travel expenses to workshop, conference, or seminar

1849

1850 a. Transportation

1851

1852 b. Meals

1853 c. Lodging

1854

1855 4. College credit fees associated with workshop, conference, and seminar

1856

1857 5. Clock hour fees

1858

1859 6. Substitute costs for professional development

1860

1861 7. National Board for Professional Teaching Standards (National Certification) and/or ProTeach
1862 (Professional Certification) costs

1863

1864 8. Extra supplemental work hours at per diem (maximum of \$900)

1865

1866 9. Professional supplies, materials and enhancements for classroom use which remain the
1867 property of the district, with principal signature

1868 Credits or clock hours must be approved in writing by the Superintendent prior to enrolling. All
1869 provisions of this section must be in accordance with the State Allocation Model and other
1870 applicable laws. It shall be the teacher's responsibility to verify that transcripts for credits/clock
1871 hours taken are in their personnel file.

1872

1873 Each employee's unused amount will be pooled so that members using more than their granted
1874 amount could be reimbursed from the pool for individual expenditures exceeding their granted
1875 amount. Reimbursement and charges will be up to the maximum available in the pool.

1876

1877 If total expenditures for members exceed the pool, all members will then be reimbursed a
1878 portion of their expenses for staff development expenses #s 1-7 in this section (S) on a pro rata
1879 basis until the pool money is utilized. Reimbursement for excess expenditures above the grant
1880 amount will take place in August of each year following the school year in which expenses
1881 occurred for classes taken prior to August 1. All claims for reimbursement must be submitted
1882 to the district office by August 15.

1883 Expenses for classes taken in August may be reimbursed either in August (claim submitted by
1884 August 15) or in the following school year. However, the expenditures shall become a part of
1885 total dollars available for the fiscal year in which reimbursement occurs. Maximum dollars
1886 available for the Association in any year will not be exceeded. The pool will be non-cumulative
1887 from year to year.

1888
1889 Certificated employees will be paid at their per diem rate for District sponsored mandatory in-
1890 service days. Certificated employees may be compensated for voluntary participation in staff
1891 development or other approved work from this fund.

1892

1893 **SECTION T. SPECIAL SUPPLEMENTAL CONTRACT OPPORTUNITIES**

1894

1895 It is agreed that \$20,000 will be allocated each school year for individual staff or staff teams to
1896 apply for supplemental work time to evaluate, plan and implement programs and procedures
1897 pertaining to improving student achievement, approved in advance by the Superintendent or
1898 his/her designee. The hours will be paid at the District's curriculum rate with a \$1,500 ceiling on
1899 any one individual's activity. The application window will be open May 1 – May 31 each year for
1900 the following school year. Recipients will be announced by email prior to summer break.
1901 Payment for recipients will be made in the school year for which the award was made.

1902

1903 **SECTION U. NATIONAL BOARD CERTIFICATION AND/OR PRO CERT**

1904

1905 Two (2) District-paid days of release time shall be provided to certificated employees working
1906 toward National Board Certification, National Board Certification Renewal, and/or Professional
1907 Certification during their candidacy period. In the event that the candidate fails to complete the
1908 certification process by the deadline specified by the program, the certificated employee will be
1909 required to reimburse the District for the substitute costs of these days.

1910

1911 **SECTION V. SCHOOL NURSE**

1912

1913 The Hockinson School District shall provide the services for one (1) qualified school nurse. This
1914 person shall provide a systematic method of medical record keeping. The school nurse will be
1915 provided as money is available, and all effort shall be made to secure extra funds prior to hiring
1916 or discharging.

1917

1918 **SECTION W. SCHOOL COUNSELORS**

1919

1920 Grades 6-12 counselors shall receive forty (40) hours of supplemental contract hours to be paid
1921 on an annual contract, prorated based on FTE. These hours are to be used before, during and
1922 after the school year to orient, forecast, and schedule students, as well as provide assistance
1923 with college and/or scholarship applications.

1924 **SECTION X. SPECIAL EDUCATION**

1925

1926 Special Education teachers shall receive ten (10) hours of supplemental contract hours to be
1927 paid on an annual contract, prorated based on FTE.

1928 Case Load Language

1929

1930 Any license issued by department of health for the purposes of billing Medicaid services will be
1931 paid by the district.

1932

1933 Special Education IEP Caseloads are as follows:

1934

1935 Preschool – 20

1936 Resource – 30

1937 Developmental Resource- 18

1938 18-21 Program – 18

1939 SLP – 50 (consult counts as .5)

1940 OT – 65 (consult counts as .5)

1941 PT-65 (consult counts as .5)

1942

1943 **SECTION Y. JOB SHARING**

1944

1945 1. Sharing will be mutually agreed upon by the participating staff and administrator.

1946

1947 2. Participant agrees to full-time work if the other job-sharing teacher resigns or does not wish
1948 to continue until the District secures a satisfactory replacement or until the end of the current
1949 school year. The District will make a good faith effort to secure a replacement.

1950

1951 3. Participant will attempt to serve as a substitute for the other job-sharing certificated
1952 employee in the event of absence.

1953

1954 4. Participants are expected to attend staff meetings, parent-teacher conferences, curriculum
1955 days, and in service as required by the building principal.

1956

1957 5. Job-shares will be expected to participate on school committees in a manner which will be
1958 equitable to both persons.

1959

1960 6. Time worked on non-student staff days will be on a half-day basis or as agreed to with the
1961 school principal.

1962

1963 7. Sick and personal leave will be half of that provided for full-time employees.

1964

1965 8. The District retains the authority to determine if, when, and the number of job shares that
1966 will be permitted.

1967 9. Participants must notify the District in writing by March 15, of their intention of continuing or
1968 not continuing in the job share for the following year. If not notified the District will expect
1969 participants to continue in the job share.

1970
1971 a. 7 and 8 subject to salary restrictions imposed by state laws and regulations.

1972
1973 **SECTION Z. HIGHLY CAPABLE PROGRAM TEACHERS**

1974
1975 In filling the position, the District shall follow all internal hiring procedures as outlined in Article
1976 III Section E.

1977
1978 Highly Capable Program teachers can choose to opt out after two (2) consecutive years of
1979 service in this capacity.

1980
1981 **SECTION AA. LAYOFF AND RECALL IN THE EVENT OF MAJOR CRISIS**

1982
1983 Prior to May 15, or later if the legislature is still in session, the Board of Directors, upon the
1984 recommendation of the Superintendent, shall determine whether the financial resources of the
1985 District will be adequate to permit the District to maintain its education programs and services
1986 substantially at the same level for the following school year. If it is determined that such
1987 financial resources are not reasonably assured for the following school year, the Board, upon
1988 recommendation of the Superintendent, shall adopt a reduced educational program. No
1989 provision of this agreement shall be constructed as abrogation of RCW 28A.405 nor any of the
1990 District's responsibilities under the cited statutes.

1991
1992 Certificated employees with valid contracts will not be laid off during any school year. All layoffs
1993 will be effectuated at the start of the following year. In the event of lay off, the Board shall
1994 provide written notice to all affected certificated employees on or before May 15, of the school
1995 year preceding the year in which lay off would occur. If the Omnibus Appropriations Act has not
1996 passed the legislature by the end of the regular legislative session for that year, then notification
1997 shall be no later than June 15.

1998
1999 In the event that the Board anticipates a layoff of certificated employees, the Board will notify
2000 the Association at least forty-five (45) calendar days before June 15. It is recognized that
2001 individuals or groups may wish to donate funds. The District will not accept restricted donations
2002 to support a particular sub function or activity. Donations which are unrestricted as to use may
2003 be accepted by the District for the general fund upon approval of the Board. When revenues
2004 are categorical and depend upon actual expenditures rather than budget amounts, every effort
2005 will be made to maintain those programs to the limit of their categorical support.

2006
2007 In the event of lay off, the following criteria will be used in sequential order as described below:

2008
2009 1. Seniority as recognized by the State for salary purposes

- 2010 2. Seniority in the District
- 2011 3. Credits
- 2012 4. Flexibility
- 2013 5. Summative TPEP Rating
- 2014 6. Lottery

2015
 2016 A position opening does not exist if staff available, including staff on the recall list established
 2017 under Section AA, and projected staff needs for the ensuing school year are equal at any given
 2018 level. This applies also to any combination classes formed between grade levels.

2019
 2020 In the event that an employee is selected to fill the specialized vacancy/position, the vacancy
 2021 thereby created will not be subject to the provisions of this section.

2022
 2023 SENIORITY AS RECOGNIZED BY THE STATE FOR SALARY PURPOSES

2024
 2025 See definitions and scope in WAC 392.121.245

2026
 2027 SENIORITY IN THE DISTRICT

2028
 2029 Length of service shall be defined as the continuous time from the first date of employment in
 2030 the District.

2031
 2032 CREDITS

2033
 2034 In the event of more than one individual employee having the same seniority ranking after
 2035 applying the above provisions, all employees so affected will be ranked in accordance with the
 2036 total number of education credits beyond the BA degree submitted to the District as of March
 2037 15 of the then current school year and which are applicable to the salary schedule.

2038
 2039 FLEXIBILITY

2040
 2041 In the event of more than one individual employee having the same number of credits after
 2042 applying the above provisions all employees having the most fitting teaching experience and
 2043 course credits to fulfill particular program needs shall be selected; and all employees so
 2044 affected, together with the Association, shall be notified of the criteria used in making the
 2045 selection.

2046
 2047 SUMMATIVE TPEP RATING

2048
 2049 In the event of more than one individual employee having the same number of years of
 2050 seniority, credit, and flexibility, all employees so affected will be ranked in accordance with the
 2051 Summative Evaluation Rating.

2052 LOTTERY

2053

2054 In the event that more than one employee shall have the same fitting teaching experience and
2055 course credits, selection shall be made by lottery conducted by the Superintendent and the
2056 Association President to determine position on the seniority list. The Association and all
2057 employees so affected shall be notified in writing of the date, place, and time of the drawing.
2058 The drawing shall be conducted openly and at a time and place which will allow affected
2059 employees and the Association to be in attendance.

2060

2061 In the event of an anticipated lay off, the Board will publish and distribute to all employees, and
2062 the Association, a seniority list ranking each employee from greatest to least seniority at least
2063 forty-five (45) days prior to May 15. Such list shall include each employee's seniority criteria
2064 used to determine his or her placement on the list.

2065

2066 Any employee may, in writing, and within five (5) days of receipt of the list, file with the
2067 Superintendent and the Association his/her objections to the ranking order. The employee may
2068 request consideration for the modification of the ranking. Said individual must include in the
2069 request a full statement as to the facts on which the employee contends that the list should be
2070 modified. If the Superintendent rejects the individual's request for modification of the list, he
2071 shall do so thereof. Any further appeal of placement shall be pursuant to the grievance
2072 procedure of this Agreement.

2073

2074 A finalized list shall be provided to the Association by May 15 of each year in which the list is
2075 made, and shall include all corrections. In no event will personnel outside the bargaining unit
2076 be included on the seniority list in the event of a lay off.

2077

2078 All grievances with respect to the placement on the seniority list shall be resolved before any
2079 employee shall be notified concerning lay off.

2080

2081 In the event it becomes necessary to lay off employees the following procedure will be
2082 implemented:

2083

2084 1. Staff selection to fill all staffing requirements will be made from the seniority list in
2085 descending order from highest to lowest position; provided that where teaching assignments
2086 require any special certification by State regulations, such assignments shall be filled by the next
2087 most senior certificated employees currently holding such special certificates.

2088

2089 2. Certificated employees shall be first assigned to all full-time teaching positions consistent
2090 with their individual seniority and shall not be obligated to any part-time teaching position, but
2091 may choose to accept such a position on a voluntary basis without jeopardizing his/her recall
2092 status for any full-time position which may become available.

2093 3. In the event a certificated employee is assigned outside his/her major area as a result of lay
2094 off, the Board shall provide such help necessary to obtain temporary certification. The annual
2095 evaluations of certificated employees so affected shall bear the notation that the assignment
2096 upon which they are being evaluated is an emergency assignment outside of their major area.
2097

2098 4. Individual certificated employees not slotted into a teaching position will be notified of lay
2099 off in accordance with aforementioned provisions of this Article, and will be recalled as
2100 requirements permit.
2101

2102 RECALL PROCEDURE

2103

2104 In the event that a vacancy occurs, existing certificated employees shall first be placed or
2105 assigned, and then the certificated employees who were laid off shall have the opportunity to
2106 fill any available positions before the board employs any additional personnel to fill certificated
2107 assignments. Employee selections to fill all staffing requirements will be made from the seniority
2108 list in descending order from highest to lowest position; provided that where teaching
2109 assignments require any special certification by State regulations, such assignments shall be
2110 filled by the next most senior employee currently holding such special certificates.
2111

2112 Employees shall be recalled to full-time teaching positions provided that such employees shall
2113 have the option of accepting or rejecting any part-time teaching position that may exist without
2114 jeopardizing his/her recall status for any fulltime position which may become available.

2115 The Board shall give written notice of recall from lay off by sending a registered or certified
2116 letter to said employee at his/her last known address, if he/she cannot be reached by phone. It
2117 shall be the responsibility of each employee to notify the District of any change of address. The
2118 employee's address as it appears on the District's records shall be conclusive when used in
2119 connection with lay off, recalls, or other notices to the employees.
2120

2121 Any employee so notified shall respond within seven (7) calendar days from receipt of said
2122 notice whether the employee accepts or rejects the position. If an employee rejects a position
2123 for which he/she is certificated to teach and such position is offered consistent with the
2124 aforementioned provisions of this Article, the certificated employee shall be considered to have
2125 resigned from the employ of the District and all benefits shall cease at that time. The District's
2126 obligation for recall runs until the last day before the start of the third year following receipt of
2127 the layoff notice. This means the District's obligation for recall runs for two full school years
2128 following receipt of the layoff notice.
2129

2130 LAYOFF BENEFITS

2131

2132 All positions of substitute teachers shall be offered to certificated employees on recall, in
2133 rotating order-of-application on the basis of qualifications which the employee determines in
2134 advance and with proper certification before other persons are offered such positions.

2135 It is understood and agreed that although employees properly laid off pursuant to the terms
2136 hereof and in compliance with applicable law may not have a continuing contract guaranteeing
2137 them a teaching position and a salary for the forthcoming fiscal year, each laid off certificated
2138 employee shall be considered as to have employment status with the District for purposes of
2139 retaining seniority ranking; retaining accumulated sick leave, and retaining sabbatical eligibility
2140 credits. A laid off employee shall be considered to have employment status with the District
2141 until he/she submits written resignation or fails to accept a position pursuant to the RECALL
2142 PROCEDURE herein.

2143

2144 **SECTION AB. INTERNET USE**

2145

2146 The parties recognize that the Internet is a vast resource capable of providing enhanced
2147 information gathering and communication skills to assist in educational, employment related,
2148 and Association endeavors. The parties further acknowledge that the internet is a service
2149 provided by the K-20 public utility and is open to public disclosure policies.

2150

2151 Bargaining unit member's use of the Internet is appropriate under all of the following
2152 circumstances:

2153

2154 1. Support of the Academic Program

2155 2. Communication with parents

2156 3. Association Activities

2157 4. Reasonable personal usage to the extent that such use does not violate express
2158 prohibitions of WAC 292-110-010 and does not interfere with the bargaining unit
2159 member's assigned duties and responsibilities.

2160

2161 Bargaining unit members agree that the Internet may not be used for commercial for profit
2162 purposes.

2163

2164 **ARTICLE IV: WAGES AND BENEFITS**

2165

2166 **SECTION A. SALARY SCHEDULE**

2167

2168 The District will provide salary increases, to the extent actually funded by the state, consistent
2169 with the provisions and intent of the State Operating Appropriations Act in effect at the time
2170 the compensation is payable and administrative regulations relating to salaries for K-12
2171 certificated employees in Washington State. Maximum salary and compensation shall not
2172 exceed the amount actually funded by the state set forth in the State Operating Appropriations
2173 Act and state administrative regulations relating to salaries for K-12 certificated personnel in
2174 Washington State. Salary and compensation shall include total wages paid as per individual
2175 contracts (excluding supplemental contracts) and total insurance costs as per state regulations
2176 when insurance costs exceed the maximum amount allowed by these regulations.

2177 It is the intent of the parties to pass through any salary increases actually funded by the state
2178 and to comply with the limitations imposed by Washington State statute. The District will flow
2179 through to the bargaining unit members the full salary amount to which they are entitled under
2180 state law. No provision of the Agreement shall be interpreted or applied so as to place the
2181 district in breach of the salary limitations imposed by the state of Washington.
2182

2183 All certificated employees in the bargaining unit will be placed on the state L.E.A.P. salary
2184 schedule based on individual experience and education. The District will thus utilize the L.E.A.P.
2185 salary schedule for determination and payment of salaries to all members.
2186 Yearly salary schedule will be included as Appendix E.
2187

2188 **SECTION B. EDUCATION CREDITS FOR SALARY SCHEDULE PLACEMENT**

2189
2190 Credits for education for placement on the salary schedule shall be applicable within the
2191 guidelines of WAC 392.121.
2192

2193 **SECTION C. SALARY CREDIT FOR MILITARY SERVICE**

2194
2195 Intervening military service credit of up to two (2) years will be given to certificated employees
2196 returning from military leave of absence provided the maximum two (2) years of experience
2197 credit for Military Leave has not already been granted and provided application to return to
2198 service with the District is in conformity with the provisions of RCW 73.16.033 and 73.16.035.
2199

2200 All veterans whose school employment is disrupted by service in the armed forces shall receive
2201 salary with seniority credit for such service in accordance with Washington law.
2202

2203 Other veterans may make written application for and shall receive one (1) year of service
2204 increment credit for each two (2) years served up to two (2) years total provided they furnish
2205 written proof that previous service increment has not been provided.
2206

2207 **SECTION D. CO-CURRICULAR AND EXTRA-CURRICULAR SALARY ADDENDUM**

2208
2209 Co-curricular and Extra-curricular Supplemental Contract Defined:
2210

2211 Interscholastic activities relating to competitive events involving individual students or teams of
2212 students when such events occur between separate schools with any schools outside this
2213 district.
2214

2215 Procedures:
2216

2217 There shall be a supplemental contract for district specified extracurricular, special, and
2218 supplemental assignments. No employee shall be required as a part of his/her contracted
2219 responsibilities to perform extra-curricular supplemental contract duties. It is understood that

2220 several staff assignments require additional time beyond the regular work day and work year as
2221 part of their position responsibilities. The District agrees to compensate staff members with
2222 those additional responsibilities through a supplemental contract for the additional time.

2223
2224 The principals shall notify employees of appointments to extracurricular positions as soon as
2225 possible before the job responsibilities commence. Supplemental contracts will be issued as
2226 soon as salary schedules and assignments are confirmed. Appointments to extracurricular
2227 positions shall be for one school year.

2228
2229 Application:

2230
2231 The principals will notify their building staff of extracurricular positions by email. Employees
2232 desiring to make application for available positions must respond to principal by email. The
2233 principal will follow the practice of selecting the best candidate for each extracurricular position.
2234 Priority will be given to teachers who instruct at the grade level / subject related to the
2235 extracurricular contract. If unable to fill the position within the building, applications will be
2236 open to teachers in other buildings. If still unable to fill position, the position can be open to
2237 others outside this contract. If there is no interest from the student body for a budgeted activity
2238 the Principal may approve one or more activities of students' interest up to the budgeted
2239 amount.

2240
2241 Payment:

2242
2243 Payment will be made over the course of the assignment.
2244
2245 Co-curricular and other extra-curricular positions will be compensated based upon the schedule
2246 as listed in Appendix F.

2247
2248 **SECTION E. INSURANCE AND BENEFITS**

2249
2250 Employee benefits shall be determined according to Washington State laws relating to these
2251 benefits. This section of the agreement is subject to yearly revision based on then current
2252 Washington State laws. This section may be opened for renegotiation upon the mutual
2253 agreement of the District and Association.

2254
2255 Certificated employee benefit plans will include a pooling arrangement as prescribed by
2256 Washington State laws. This shall include a determination by the bargaining unit of basic
2257 benefits for the members, which may include: Medical, dental, vision, group term life, and/or
2258 group long term disability.
2259

2260 The District will pay for long term disability premiums for eligible certificated staff. Beginning
2261 November 2017 the District will pay life insurance premiums for eligible certificated staff.
2262 Each certificated employee electing medical coverage will pay a minimum premium charge of
2263 \$10.00 per month towards the medical plan of their choice. The minimum premium charge is
2264 collected prior to pool distribution.

2265
2266 Plan details shall be included as Appendix G to this agreement and will be revised yearly if
2267 necessary as a result of changes in state laws.

2268
2269 Members may select from the following carriers:

- 2270
2271 1. WEA Premera
2272 2. Kaiser Permanente Health Plan

2273
2274 The Insurance Committee will meet annually to review benefit plan provider options. The
2275 Association will have equal representation on the Insurance Committee and will determine
2276 which plans will be recommended to its membership. Other plans and/or carriers may be
2277 included in this list of accepted plans at any time during the duration of this contract with the
2278 mutual consent of the District and the Association.

2279
2280 Dollars available shall be determined by multiplying total FTE certificated staff in the bargaining
2281 unit times the then current state contribution times twelve (12).

2282
2283 The maximum amount available for insurance benefits for the bargaining group shall not exceed
2284 the state appropriation for insurance benefits for the then current year. The District will pay the
2285 health care authority retiree subsidy contribution.

2286
2287 Employees may utilize section 125 Flex Plan so that pre-tax dollars are spent for medical, dental,
2288 vision, disability, group term life insurance, and any other items approved by the IRS, including
2289 dependent care for children and the elderly when all adult members of the household work.
2290 (See Appendix H)

2291
2292 **SECTION F. TIME, RESPONSIBILITY, AND INCENTIVE CONTRACTS**

2293
2294 Each employee will receive 15.0% of the LEAP salary schedule as a TRI contract (prorated based
2295 on FTE) for the 2016-17 school year. For the 2017-18 school year each employee will receive
2296 18.5% of the LEAP salary schedule as a TRI contract (prorated based on FTE). Every employee
2297 will sign a TRI contract at the beginning of each year detailing the duties to be performed for
2298 receipt of payment and at the end of the year confirming the duties have been performed. (See
2299 Appendix I)

2300
2301 Compensation will be paid in twelve (12) equal monthly installments beginning with the
2302 September payroll for those employees who submitted the required completed form on time

2303 as requested by the payroll department. All other employees' monthly payments will
2304 commence in accordance with payroll timelines.

2305 If the district receives stimulus money that is specifically designated for Certificated TRI time,
2306 the District will pass through those dollars.

2307

2308 **SECTION G. DISTRICT DIRECTED DAYS**

2309

2310 A total of three (3) days will be available to each certificated employee for District Directed Days.
2311 District Directed Days will be scheduled, and staff will be notified, prior to the end of the
2312 previous school year.

2313

2314 Hours will be paid in the subsequent pay period. These hours would be mandatory sessions
2315 developed collaboratively by the building principal and the certificated staff that would provide
2316 time for staff to work with administrators to plan and implement education reforms designed
2317 to improve student learning, implement education reform and increase student achievement.

2318

2319 **SECTION H. ALTERNATIVE SUPPLEMENTAL CONTRACT RATE**

2320

2321 The following hourly rates will be paid for approved work. These rates will be increased annually
2322 by the state identified salary COLA amount:

2323

2324 1. Moving/relocation work (Article III, Section E.): \$20.45(0.6 MA+45 Step 0)

2325

2326 2. Participation in District committee and after-school workshops/in-services:
2327 \$34.08(MA+45 Step 0)

2328

2329 3. Presenters for District-sponsored workshops/in-services: Individual per diem rate.

2330 In addition, instructors/presenters and attendees to out-of district conferences or in-
2331 services that are required to present their learning to the staff will receive a minimum
2332 of one hour of planning time compensation at \$34.08(MA+45 Step 0). If the presentation
2333 exceeds two-hours, the staff member will receive one hour of planning time
2334 compensation \$34.08 (MA+45 Step 0) for each two hours of instruction/presentation.

2335

2336 4. Teacher Assistance Program: Mentor Teachers: \$40.00, Mentored Teachers: \$30.00

2337

2338 **ARTICLE V: LEAVES**

2339

2340 **SECTION A. HEALTH LEAVE**

2341

2342 A certificated employee whose physician certifies in writing that the employee is unable to
2343 perform professional duties because of personal illness, pregnancy, or other disability shall upon
2344 request, be granted leave of absence without pay for up to one year from the date the leave is
2345 granted. Health leaves shall be granted without requiring the employee to use up accumulated

2346 sick leave. Leaves for these conditions may be renewed annually. Application for and/or renewal
2347 of Health Leave shall be made in writing to the District Personnel Office. When returning within
2348 one year from the date the Health Leave was granted, an employee who has been granted
2349 Health Leave shall be allowed to return to the position last held or a similar position. All returns
2350 from Health Leave are contingent on a written statement from the physician regarding the
2351 individual's health. Accumulated benefits retained while on Health Leave shall be in conformity
2352 with the provisions of Article III, Section AA relating to lay off recall.

2353

2354 **SECTION B. BEREAVEMENT LEAVE**

2355

2356 Three (3) days of leave with pay shall be granted for death in the family. In cases where
2357 emergency factors or long distances are involved, the certificated employee may request up to
2358 an additional two (2) days of leave. If a certificated employee needs more time for bereavement,
2359 they may submit a request to the Superintendent for such leave, and such leave may be used in
2360 conjunction with emergency leave thereby deducting the leave from sick leave. Requests will
2361 be processed through the building principal or Superintendent. Such leave is noncumulative.
2362 Family is defined as children, foster children, spouse, parent, father-in-law, mother-in-law,
2363 grandparents, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law,
2364 grandchild, step-father, stepmother, aunt, uncle, nephew, niece and domestic partner.

2365

2366 **SECTION C. PERSONAL LEAVE**

2367

2368 Personal Leave of three (3) days shall be granted, at no cost, to each employee. Personal Leave
2369 days are cumulative up to five (5) days.

2370

2371 This leave cannot be taken immediately prior to or immediately after scheduled vacations
2372 (Thanksgiving, Winter Break, and Spring Break) except under the following conditions:

2373

2374 No more than fifteen (15) certificated employees District wide will be granted personal leave
2375 contingent upon substitute availability. These days will be approved on a first come, first served
2376 basis with the personnel department. Approval must be secured within (ninety) 90 calendar
2377 days prior to the leave date being requested.

2378

2379 Any personal leave day(s) may, at the employee's option, be cashed out at a rate of one
2380 substitute teacher per diem rate of pay for each personal leave day not used. If the employee
2381 opts for the personal leave cash-out, this cash-out shall occur in July. Employees who wish to
2382 carry over leave from one year to the next must notify the Human Resources office by June 30th
2383 of each year. Absent notification for carry over, unused leave will be cashed out and will appear
2384 in the July paycheck.

2385

2386 For retirees only, personal leave cash out will be converted to two and one-half (2.5)
2387 supplemental hours paid at per diem per each personal leave day.

2388 **SECTION D. ASSOCIATION LEAVE**

2389

2390 Employees who are duly elected officers or representatives of the Association will be granted
2391 leave for Association business. It will be the responsibility of said officer or representative to
2392 apply for the leave in writing at least two (2) days prior to the leave date. A total of twenty-five
2393 (25) days per year will be designated for this purpose.

2394

2395 The Association will pay any substitute cost incurred by the district.

2396

2397 **SECTION E. MILITARY LEAVE**

2398

2399 Employees shall be granted military leaves of absence when required by law. While on leave,
2400 the employee shall retain all benefits as though employment had been continuous in the
2401 District. Upon return from leave, the certificated employee shall be placed in the position last
2402 held or a similar position in the District.

2403

2404 **SECTION F. GENERAL LEAVE**

2405

2406 Leave of absence up to one (1) year without pay will be granted to certificated employees for
2407 the purpose of study, travel, health, or other extreme personal reasons. This leave must be
2408 requested in writing.

2409

2410 1. All requests for General Leave must be made before May 1, of the year prior to the
2411 requested leave and are subject to approval of the Board, so as to assist in providing
2412 assignments by June 1. Later requests will be considered but may not be granted if a
2413 suitable transfer or replacement cannot be found.

2414

2415 2. Each request for a leave of absence will be judged on the merits of the request.

2416

2417 3. Upon return from leave, the certificated employee shall be placed in the position last
2418 held or a similar position if such a position is available. If this position is unavailable due
2419 to staff reduction, the employee shall remain on the seniority list and be considered for
2420 transfer to other positions under the terms of the contract.

2421

2422 4. The certificated employee granted a leave of absence for a one-year period must
2423 confirm his/her intention of returning to the District by March 15, of the year prior to
2424 that school year.

2425

2426 5. The certificated employee granted a year's leave of absence shall, upon his/her
2427 return, be placed on the appropriate step of salary schedule but receive no credit for
2428 the experience step on the schedule for the year of leave.

2429 **SECTION G. FAMILY LEAVE/CHILDCARE LEAVE**

2430

2431 Each certificated employee may request family leave and/or childcare leave as stipulated in
2432 state and federal statute.

2433

2434 The letter requesting childcare leave should include a statement as to the expected date of
2435 return to employment. Certificated employees returning from childcare leave will be placed in
2436 their former position or in a similar position in the District.

2437 In the event of lay off, the certificated employee shall be considered for retention in conformity
2438 with the provisions of Article III, Section AA, relating to layoff and recall.

2439

2440 Should a certificated employee's childcare leave be of longer duration than four and one-half (4
2441 1/2) months during a school year, following the use of his/her sick leave, he/she shall, upon
2442 his/her return, be placed on the appropriate step of the salary schedule, and will receive the
2443 fractional equivalent of the year worked on the schedule for the year in which the childcare
2444 leave was taken.

2445

2446 **SECTION H. ADOPTION LEAVE**

2447

2448 Three (3) non-accumulative days of leave with full pay shall be allowed either parent or both in
2449 order to complete the adoption process. This leave may be used for court and legal procedures,
2450 home study, evaluation and required home visits by the adoption agency that cannot be
2451 scheduled outside of the regular workday.

2452

2453 **SECTION I. JURY DUTY AND SUBPOENA LEAVE**

2454

2455 Leave of absence with pay shall be granted for jury duty. The employee shall submit to the
2456 District written proof of service when jury duty is completed. Leaves of absence with pay shall
2457 be granted when an employee is subpoenaed to appear in a court of law. Any stipend,
2458 transportation, meal or lodging expense reimbursement shall be retained by the employee.

2459

2460 **SECTION J. SABBATICAL LEAVE**

2461

2462 All employees may take a leave up to one (1) year under the following terms and conditions:

2463

2464 1. The employee must have taught in the District for a period of not less than six (6)
2465 consecutive years prior to applying.

2466

2467 2. The employee shall apply in writing to the Superintendent no later than April 1, of the
2468 preceding year, specifying the reason.

- 2469 3. This leave is provided for the singular purpose of increasing education of the employee
2470 at a credentialed college or university. Provided, however, that the classes in which the
2471 employee is enrolled have been approved by the Superintendent and/or the Board.
2472
- 2473 4. Only one (1) employee may take a sabbatical leave at one given time. Should two (2)
2474 or more employees apply in one (1) year, the decisions will be determined by the
2475 Superintendent, Board and Association Executive Board.
2476
- 2477 5. The employee upon completing the one (1)-year sabbatical leave must return to the
2478 District to complete two (2) consecutive years of teaching.
2479
- 2480 6. The District shall maintain benefits which are a part of the current contract in effect
2481 at the time of leave. Applicable benefits are those cited in Article III, Section AA, relating
2482 to lay off and recall.
2483
- 2484 7. The District shall rehire and restore the successful employee to his/her former position
2485 or a similar position following the leave of absence.
2486
- 2487 8. The employee will be paid the amount equivalent to forty-percent (40%) of the base
2488 salary for the year of leave.
2489
- 2490 9. The employee granted a year's sabbatical leave, shall upon his/her return, be placed
2491 on the appropriate step of the salary schedule but receive no credit for the "experience"
2492 step on the schedule for the year of leave.
2493
- 2494 10. The certificated employee shall be considered for retention in conformity with the
2495 provisions of Article III, Section AA, relating to layoff and recall.
2496
- 2497 11. An employee may choose not to return to the District upon completion of the year's
2498 study provided; however, that he/she signs a promissory note to the amount shown in
2499 paragraph 8 above, bearing interest at the current available rate at the time the leave is
2500 taken. Said note shall become due and payable on the first workday of the year he/she
2501 is to return.
2502
- 2503 12. If more than one employee qualifies and is approved by the Board, the benefits can
2504 be shared if mutually agreed by the participants.
2505

2506 **SECTION K. SICK LEAVE**
2507

2508 All certificated employees earn one (1) day sick leave per agreed work month, or a major
2509 fraction thereof, provided: at the beginning of each school year, each employee contracted for
2510 the regular teacher school year shall be credited with a minimum advance sick leave allowance
2511 of twelve (12) days to be used for absence caused by illness, injury, pregnancy, or other

2512 disability. Employees hired after the beginning of the school year, those contracted for the year
2513 in part-time positions and those contracted for more than the regular teacher school year shall
2514 receive pro-rated sick leave allowances based on one day of sick leave per month.

2515
2516 The District shall also grant sick leave to employees in the event of illness within the immediate
2517 family of the employee. For purposes of this provision, the term "immediate family" shall mean
2518 spouse, children, members of the household, or other dependent persons and domestic
2519 partners.

2520
2521 Each employee's portion of unused sick leave allowance shall accumulate from year to year up
2522 to a maximum of 180 days. Pursuant to current statute, employees may cash in unused sick
2523 leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for four
2524 (4) accumulated sick leave days. The employee may either cash in up to twelve (12) days per
2525 year in January of each school year or cash in the entire accumulation at retirement.

2526
2527 Absence due to injury incurred in the course of the employee's employment may be
2528 compensated for in the following manner: For absences due to job-related injuries which qualify
2529 for Industrial Accident and Workmen's Compensation coverage, a prorated portion of sick leave
2530 may be used, which when added to any of the above compensation shall equal, but not exceed,
2531 the employee's normal salary.

2532
2533 **SECTION L. LEAVE SHARING**

- 2534
2535 1. A District employee is eligible to receive donated leave if:
- 2536
2537 a. The staff member suffers from, or has a relative or household member suffering from,
2538 an extraordinary or severe illness, injury, impairment or physical or mental condition
2539 which has caused, or is likely to cause, the staff member to:
 - 2540
2541 i. Go on leave-without-pay status; or
 - 2542
2543 ii. Terminate his/her employment; or
 - 2544
2545 b. The staff member's absence and the use of shared leave are justified; or
 - 2546
2547 c. The staff member has depleted, or will shortly deplete, his/her annual leave and sick
2548 leave reserves, or
 - 2549
2550 d. The staff member has abided by District rules regarding sick leave use; or
 - 2551
2552 e. The staff member has diligently pursued and been found to be ineligible to receive
2553 industrial insurance benefits.

2554 The amount of leave an individual receives is determined by the number of days contributed
2555 and subject to the restrictions following and state rules and regulations regarding leave sharing.
2556 However, a staff member shall not receive more than ninety (90) days per school year. In the
2557 event that the condition requiring the employee's absence continues beyond the current school
2558 year, the employee shall not receive a total of more than one hundred eighty (180) days of leave
2559 during his/her employment with the district.

2560
2561 Requests for leaves must be in writing and accompanied by a statement from an attending
2562 physician if applicable.

2563
2564 Shared leave may be utilized for normal maternity leave purposes until the maximum disability
2565 period is reached as defined by state law.

2566
2567 2. District employees may donate leave as follows:

2568
2569 A staff member who does not accrue annual leave but who has an accrued sick leave balance of
2570 more than twenty-two (22) days may request that the Superintendent transfer a specified
2571 amount of sick leave to another staff member authorized to receive such leave. A staff member
2572 may not request a transfer that would result in an accrued sick leave balance of fewer than
2573 twenty-two (22) days. Sick leave as defined by RCW 28A.400.300, means number of leave days
2574 transferred shall not exceed the amount authorized by the donating employee. Any leave
2575 donated by a staff member which remains unused shall be returned to the donor.

2576
2577 An Employee Voluntary Leave Sharing Agreement form available in the building or district office
2578 should be completed by the leave donor and forwarded promptly to the District.

2579
2580 **SECTION M. EMERGENCY LEAVE**

2581
2582 Emergency leave may be taken in the case of emergencies as defined in the following:

- 2583
- 2584 1. The problems must have been suddenly precipitated and be of such nature that
2585 preplanning is not possible or could not relieve the necessity for the certificated
2586 employee's absence.
 - 2587
 - 2588 2. The problem cannot be one of minor importance or of mere convenience but must be
2589 of serious nature.
 - 2590
 - 2591 3. Weather conditions for local travel to and from school shall be considered a valid
2592 reason for an emergency leave only with Superintendent approval.
 - 2593
 - 2594 4. The Superintendent may grant additional emergency leave on a case by case basis
2595 after the exhaustion of other appropriate leave provisions.

2596 Any leave used under terms of this policy shall be deducted from the employee's accumulated
2597 sick leave. In the event the employee's sick leave has been exhausted, the leave shall be granted
2598 without pay.

2599

2600 **SECTION N. FEDERAL FAMILY LEAVE ACT**

2601

2602 Employees may qualify for family and/or medical leave in conformity to board policy and state
2603 and federal law. The District Personnel Department will provide documentation to advise
2604 employees on how to access the Federal Family Leave Act.

2605

2606 **SECTION O. UNPAID RELIGIOUS HOLIDAY**

2607

2608 Certificated Employees may request two (2) unpaid religious holidays per calendar year for a
2609 reason of faith or conscience or an organized activity conducted under the auspices of a religious
2610 denomination, church, or religious organization outside of state recognized legal holidays.

2611

2612 **ARTICLE VI GRIEVANCE PROCEDURE**

2613

2614 **SECTION A. GRIEVANCE PROCEDURE**

2615

2616 "Grievance" shall mean a specific complaint filed in writing by an employee wherein it is alleged
2617 that there has been a violation, misinterpretation or misapplication of a specific provision of this
2618 collective bargaining Agreement between the District and the Association, and the policies,
2619 rules, regulations and procedures of the District and administrative directives.

2620

2621 "Grievant" shall mean a certificated employee of the District or the Association.

2622

2623 "Certificated employee", "employee", and "Association" shall have the meaning as defined in
2624 the Exclusive Recognition section of this Agreement.

2625

2626 "Days" shall mean contracted workdays in the official calendar for employees, except that when
2627 a grievance is submitted on or after June 1, "days" shall consist of all week days except holidays
2628 so that the matter may be resolved before the close of the school term or as soon as possible
2629 thereafter. The number of days indicated at each step shall be considered a maximum, and
2630 every effort shall be made to expedite the process, except that by mutual consent of the
2631 grievant and person or person by whom the grievance is being submitted during the summer
2632 vacation period.

2633

2634 **PROCEDURE**

2635

2636 Every effort shall be made to resolve a personnel problem or a potential grievance, through
2637 private and informal discussion meetings between the grievant and his/her immediate

2638 supervisor. However, if any processes fail to provide an acceptable adjustment to the grievance,
2639 then the grievance may be processed as follows:

2640

2641 Step 1: If the employee is dissatisfied with the outcome of the informal private discussion(s),
2642 he/she may initiate the formal grievance procedure at Step 1 by presenting a Grievance Review
2643 Request Form (attached hereto as Appendix J) to his/her immediate administrative supervisor.
2644 A formal conference shall occur within five (5) working days of the receipt of the written request
2645 by the immediate administrative supervisor. Every effort should be made on issues in order to
2646 create a climate which will lead to a solution. Additional conferences shall not alter time lines.
2647 A written response shall be given to the grievant by the immediate administrative supervisor
2648 within five (5) days after the initial formal conference and a copy shall be filed with the
2649 Superintendent and the Association. The grievant may be accompanied by a representative of
2650 the Association and shall notify the immediate administrative supervisor prior to the
2651 conference. If the grievant chooses to have an Association representative present, then the
2652 immediate administrative supervisor may have another person present.

2653

2654 Step 2: If the grievance is not adjusted to the satisfaction of the grievant under Step 1, within
2655 five (5) working days of the teacher and/or administrative calendar year after the due date for
2656 receipt in Step 1, the grievant may refer the grievance directly to the Superintendent. The
2657 Superintendent will assign the grievance to an appropriate central administrator for review and
2658 formal hearing in Step 2. The formal hearing at Step 2 shall occur within ten (10) days of the
2659 receipt of the Grievance Review Request Form by the Superintendent. A written response shall
2660 be mailed to the grievant by the designated central administrator within five (5) days after the
2661 initial formal hearing. The grievant may be accompanied by a representative of the Association
2662 and shall notify the central office administrator prior to the conference. If the grievant chooses
2663 to have an Association representative present, then the central office administrator may have
2664 another person present.

2665

2666 Step 3: If the grievance has not been adjusted to the satisfaction of the grievant at Step 2, within
2667 ten (10) days after the receipt or ten (10) days after the due date from receipt of the decision
2668 at Step 2, the grievance may be submitted by the Association to final and binding arbitration.
2669 Such arbitration shall be conducted by an arbitrator under the rules and administration of the
2670 American Arbitration Association or the Federal Mediation and Conciliatory Services Agency.
2671 The parties to this agreement shall then be bound by the rules and procedures of the American
2672 Arbitration Association or the Federal Mediation and Conciliatory Services Agency.

2673

2674 During the arbitration under this Step, neither the District nor the grievant will be permitted to
2675 assert any grounds not previously disclosed to the other party in Step 1 or 2.

2676

2677 Each party shall bear the full costs for its side of the arbitration, and will pay one-half of the
2678 costs for the arbitrator and American Arbitration Association or the Federal Mediation and
2679 Conciliatory Services Agency. The Arbitrator shall have no power to make awards contrary to
2680 State or Federal laws and regulations.

2681 SUPPLEMENTAL PROCEDURAL CONDITIONS

2682

2683 Each side in any grievance hearing may have present individuals who will provide relevant
2684 information they have to aid the grievant and/or the District administration in the adjustment
2685 of the grievance with full assurance that no reprisal will follow by reason of their involvement
2686 in the grievance hearing. All documents, communications and records dealing with the
2687 processing of grievances shall be maintained in file separate from the grievant's district
2688 personnel file, and upon the adjustment of the grievance, such documents, communications,
2689 and records shall be destroyed or returned to the personnel file if they were originally in that
2690 file, e.g., transcripts, letters or memorandums bearing on the grievance, etc.

2691

2692 In Steps 1 and 2 of the grievance process, any party may be represented by a person of his/her
2693 choosing, except that they may not be represented by an officer of any competing teacher
2694 organization. Representation in arbitration for the grievant and/or Association shall be
2695 determined by the Association. When a grievant is not represented by the Association, the
2696 Association shall have the right to be present at all stages.

2697

2698 Failure at any step of this procedure to communicate the decision in mutual consent shall permit
2699 the grievant to proceed to the next step. Failure at any step of this procedure to appeal a
2700 grievance to the next step within the specified time limits shall be deemed to be acceptance of
2701 the decision rendered at that step.

2702

2703 Nothing contained in this Article or elsewhere in the Agreement shall be construed to prevent
2704 any individual from presenting or processing a grievance and having it adjusted without
2705 intervention or representation by the Association if the adjustment is not inconsistent with the
2706 terms of this Agreement.

2707

2708 It will be the practice of all parties interest to process grievances after the regular workday or
2709 at other times which do not interfere with assigned duties; provided, that upon mutual
2710 agreement by the grievant and the person or persons by whom the grievance is being
2711 processed, proceedings may be held during regular working hours, and the grievant released
2712 from assigned duties without loss of pay.

2713

2714 **ARTICLE VII MEMORANDUMS OF UNDERSTANDING**

2715

2716 (None at this time)

2717

**HOCKINSON SCHOOL DISTRICT #98
ASSIGNMENT OF WAGES FORM**

NAME: _____

ADDRESS: _____

CITY: _____

TO: _____

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the _____ charitable organization representation fees equivalent in amount to the membership dues and assessments as certified by the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Hockinson Education Association between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

Signature _____ Date _____

HOCKINSON SCHOOL DISTRICT #98 COUNSELOR EVALUATION REPORT

Type of Evaluation

NAME: _____ Annual

SCHOOL: _____ 90 Day

SUPPORT ASSIGNMENT: _____ Other
(Specify if less than full-time)

It is my judgment, based upon adopted criteria, that this employee's overall performance has been satisfactory unsatisfactory during the evaluation period covered in this report.

Principal's signature

This evaluation is based in whole or in part upon observations for the purpose of evaluation that occurred on the dated and for the durations indicated as follows:

Date:	Time:	Minutes:	Pre-Conference?	Post-Conference
_____	_____	—	_____	_____
_____	_____	—	_____	_____

Evaluation Criteria:

S - Satisfactory, achievements meet or exceed minimum expectations for personnel.

UN - Unsatisfactory, achievements do not meet minimum expectations for personnel.

NA - No opportunity to observe.

CRITERIA (Comments must be made in each category)

SPECIALIZED SKILL:

S UN NA

- A. Demonstrates an ability to design/conduct special programs, i.e. drug and alcohol prevention, peer helpers, motivation programs, etc.
- B. Demonstrates an awareness of a variety of instructional strategies
- C. Understands and works with other in-building programs such as special education, and with outside agencies such as ESD and CPS
- D. Interprets results of standardized tests

- E. Organizes and conducts groups, conducts individual counseling sessions for both academic and personal issues

Comments: _____

KNOWLEDGE OF AND SCHOLARSHIP IN SPECIAL FIELD:

S UN NA

- A. Demonstrates an understanding of current counseling processes and practices
- B. Demonstrates an understanding of the K-12 educational program; is aware of curriculum scope and sequence
- C. Works effectively with school staff to make counseling a vital part of the school

Comments: _____

MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:

S UN NA

- A. Understands the master schedule and assists students, parents and staff with the schedule
- B. Maintains current information, publications and materials relative to counseling careers, personal awareness, and self-care.
- C. Works with special equipment necessary for counseling in his/her respective buildings
- D. Maintains current and accurate accounts of student progress, e.g. transcripts and credit evaluations

Comments: _____

ESA AS A PROFESSIONAL:

S UN NA

- A. Participates in continuing education, in-service and workshops relative to counseling
- B. Maintains current ESA certification
- C. Attends building and district counselor meetings
- D. Establishes personal goals and participates in the development of group goals
- E. Demonstrates understanding of legal guidelines and the professional code of ethics
- F. Can speak to or demonstrates commitment to education as a profession

Comments: _____

INTEREST IN ASSISTING PUPILS/PARENTS/EDUCATIONAL PERSONNEL:

S UN NA

- | | | | | |
|--------------------------|--------------------------|--------------------------|----|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. | Assists students with career planning and development |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | B. | Assists students to develop decision-making skills |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | C. | Assists students with crisis intervention and remediation needs and maintains a file of locally available resources for referrals for parents and students |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | D. | Acts as a resource for staff relative to individual students and groups |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | E. | Demonstrates knowledge of educational assessment and placement (i.e. advanced placement, special education, skill center, student assistance program, industrial trained, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | F. | Demonstrates knowledge of special problems such as abuse/neglect, eating disorders, chemical dependency, etc., and makes appropriate referrals |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | G. | Participates in the development of transition programs such as from fifth grade to middle school, from middle school to high school, and re-entry programs |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | H. | Acts in the best interest of the student in conferences and discipline |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I. | Participates in staff committee work |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | J. | Assists parents to enhance their parenting skills and to positively interact with the school system |

Comments: _____

EFFORT TOWARD IMPROVEMENT WHEN REQUIRED:

S UN NA

- | | | | | |
|--------------------------|--------------------------|--------------------------|----|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. | Is open and responsive to administrator suggestions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | B. | Attempts to implement suggestions for improvement |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | C. | Evaluates the effects of his/her professional practice thru feedback and reflection |

Comments: _____

CONSTRAINING FACTORS:

Comments: _____

ADDITIONAL COMMENTS:

Comments: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. (Note: Individual being evaluated may file a statement which should be attached to this form.)

Employee Signature

Date

**HOCKINSON SCHOOL DISTRICT #98
MEDIA SPECIALIST TEACHER EVALUATION REPORT**

Type of Evaluation

NAME Annual

SCHOOL 90 Day

SUPPORT ASSIGNMENT Other
(Specify if less than full-time)

It is my judgment, based upon adopted criteria, that this employee's overall performance has been satisfactory unsatisfactory during the evaluation period covered in this report.

Principal's signature

This evaluation is based in whole or in part upon observations for the purpose of evaluation that occurred on the dated and for the durations indicated as follows:

Date:	Time:	Minutes:	Pre-Conference	Post-Conference

Evaluation Criteria:

- S - Satisfactory, achievements meet or exceed minimum expectations for personnel.
- UN - Unsatisfactory, achievements do not meet minimum expectations for personnel.
- NA - No opportunity to observe.

CRITERIA (Comments must be made in each category)

INSTRUCTIONAL SKILL:

S UN NA

- A. Applies the principals of learning to teaching
- B. Establishes immediate and long-range plans consistent with the selected objectives
- C. Coordinates with teachers to prepare effective lessons to meet objectives
- D. Utilizes teaching techniques which are consistent with the selected objectives
- E. Considers abilities and performance levels of students in planning and conducting lessons
- F. Presentation is paced by students
- G. Gives explanations and directions that are appropriate to the desired objectives
- H. Encourages active student participation
- I. Coordinates with teachers to make reasonable and appropriate assignments
- J. Plans for and implements continuing evaluation using the results to improve the program.
- K. Assists other staff in meeting curriculum objectives
- L. Integrates library program goals to that of other curricula

Comments: _____

KNOWLEDGE OF AND SCHOLARSHIP IN SPECIAL FIELD:

S UN NA

- A. Possess and maintains competence in subject matter
- B. Exhibits theoretical background and knowledge of the principals and methods of library science and instruction
- C. Demonstrates competence in selection and use of print media
- D. Demonstrates competence in selection and use of non-print media
- E. Keeps current in all aspects of the library/media program
- F. Uses correct oral and written English
- G. Can speak to or demonstrates commitment to education as a profession

Comments: _____

LIBRARY MANAGEMENT:

S UN NA

- A. Organizes the library setting to contribute to the learning process
- B. Provides adequate direction for classified library/media personnel
- C. Integrates library involvement with total school program when appropriate
- D. Maintains responsibility for administrative details, e.g. inventory, resources, schedules, orders, etc.

Comments: _____

HANDLING OF STUDENT DISCIPLINE:

S UN NA

- A. Establishes clear parameters and reinforces student behavior in the library/media center
- B. Accepts responsibility for supporting building rules and standards for student behavior
- C. Encourages an atmosphere of courtesy, self-control, respect and responsibility

Comments: _____

INTEREST IN ASSISTING PUPILS/TEACHERS:

S UN NA

- A. Develops rapport with students
- B. Is willing and available to assist students during student work times
- C. Deals with personal information and communication about students, parents and staff in an ethical manner
- D. Demonstrates proactive efforts to meet staff needs for library/media resources
- E. Deals appropriately and professionally with students, parents and other staff

Comments: _____

EFFORT TOWARD IMPROVEMENT WHEN REQUIRED:

S UN NA

- A. _____ Is open and responsive to administrator suggestions
- B. Attempts to implement suggestions for improvement
- C. Evaluates the effects of his/her teaching thru feedback and reflection

Comments: _____

CONSTRAINING FACTORS:

Comments: _____

ADDITIONAL COMMENTS:

Comments: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. (Note: Individual being evaluated may file a statement which should be attached to this form.)

Employee Signature

Date

**HOCKINSON SCHOOL DISTRICT #98
CERTIFICATED NON-CLASSROOM TEACHER EVALUATION REPORT**

Type of Evaluation

NAME Annual

SCHOOL 90 Day

SUPPORT ASSIGNMENT Other
(Specify if less than full-time)

It is my judgment, based upon adopted criteria, that this employee's overall performance has been satisfactory unsatisfactory during the evaluation period covered in this report.

Principal's signature _____

This evaluation is based in whole or in part upon observations for the purpose of evaluation that occurred on the dated and for the durations indicated as follows:

Date: Time: Minutes: Pre-Conference? Post-Conference

Evaluation Criteria:

- S - Satisfactory, achievements meet or exceed minimum expectations for personnel.
- UN - Unsatisfactory, achievements do not meet minimum expectations for personnel.
- NA - No opportunity to observe.

CRITERIA (Comments must be made in each category)

PROFESSIONAL PREPARATION AND SCHOLARSHIP:

S UN NA

- A. Possesses and demonstrates knowledge of subject area
- B. Evidences knowledge of effective teaching methods
- C. Implements appropriate local policies, rules and regulations
- D. Considers abilities and present performance levels of students in planning
- E. Establishes immediate and long range objectives consistent with the educational goals of the District
- F. Prepares and implements effective plans to meet objectives
- G. Plans for evaluations in lessons and units and utilizes the results in planning subsequent lessons
- H. Can speak to or demonstrates commitment to education as a profession

Comments:

KNOWLEDGE OF SUBJECT MATTER:

S UN NA

- A. Demonstrates mastery of subject matter for grade
- B. Keeps abreast of new developments, ideas and instructional strategies in the subject matter areas
- C. Integrates one's subject matter field and other disciplines or subjects, as appropriate
- D. Uses Essential Learnings, GLE's and District-adopted curriculum materials as the framework for subject matter
- E. Attempts to present challenging curriculum
- F. Presents content accurately

Comments:

INSTRUCTIONAL SKILL:

S UN NA

- A. Clearly states instructional objectives connected to GLEs to students
- B. Utilizes teaching techniques which are consistent with the selected objectives
- C. Implements lesson plans, but permits flexibility

S UN NA

- D. Gives explanations, assignments and directions clearly
- E. Makes reasonable and appropriate assignments
- F. Helps students develop acceptable work habits and study skills
- G. Paces instruction suitable for the activity and the class
- H. Provides a variety of activities and uses a variety of materials available in keeping with the maturity and attention span of students
- I. Checks for student understanding and modifies instructional plan as needed
- J. Uses a variety of assessment strategies and data to monitor and improve instruction
- K. Uses a clear, reasonable and fair grading system which complies with District policy and maintains a continuous record of student progress

Comments:

CLASSROOM MANAGEMENT:

S UN NA

- A. Maintains an orderly and efficient classroom environment
- B. Selects and prepares equipment and materials in advance of the lesson
- C. Clearly defines classroom procedures
- D. Instructs and supervises students in proper care and use of facilities, furniture, and equipment
- E. Teacher manages time, transitions and materials effectively
- F. Provides adequate plans, schedules and seating charts for a substitute

Comments:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

S UN NA

- A. Establishes clear parameters for student conduct and maintains order and discipline in the classroom
- B. Shows consistency and fairness to all students
- C. Uses positive and negative consequences as appropriate
- D. Encourages students to develop courtesy, self-discipline, respect and responsibility
- E. Enlists the assistance of counselors, principal and other support personnel when appropriate

S UN NA

- F. Assists in maintaining control and enforcing rules throughout the school

Comments:

INTEREST IN TEACHING PUPILS:

S UN NA

- A. Develops rapport with each student as an individual in an engaging and professional Manner
- B. Deals with personal information and communication about students, parents and staff in an ethical manner
- C. Demonstrates understanding and acceptance of diversity within the school community
- D. Evaluates individual student progress regularly and maintains records for report cards and parent conferences
- E. Provides guidance and assistance for students
- F. Encourages participation of parents and families in the educational process

Comments:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED:

S UN NA

- A. Is open
and responsive to administrator suggestions
- B. Attempts to implement suggestions for improvement
- C. Evaluates the effects of his/her teaching thru feedback and reflection

Comments:

CONSTRAINING FACTORS:

Comments:

ADDITIONAL COMMENTS:

Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. (Note: Individual being evaluated may file a statement which should be attached to this form.)

Employee Signature

Date

**Table Of Total Base Salaries For Certificated Instructional Staff
For School Year 2016-17**

*** Education Experience ***

Year of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	35,700	36,664	37,663	38,665	41,877	43,946	42,801	46,014	48,085
1	36,181	37,158	38,170	39,215	42,461	44,519	43,277	46,523	48,580
2	36,638	37,625	38,648	39,774	43,011	45,090	43,756	46,993	49,073
3	37,110	38,107	39,140	40,302	43,533	45,662	44,210	47,439	49,569
4	37,573	38,613	39,653	40,855	44,104	46,250	44,686	47,936	50,082
5	38,051	39,096	40,146	41,415	44,652	46,841	45,170	48,409	50,597
6	38,542	39,565	40,650	41,982	45,204	47,404	45,666	48,888	51,087
7	39,405	40,443	41,543	42,947	46,218	48,478	46,595	49,863	52,125
8	40,669	41,763	42,889	44,410	47,724	50,068	48,056	51,371	53,714
9		43,131	44,313	45,888	49,280	51,703	49,533	52,926	55,350
10			45,752	47,442	50,879	53,383	51,088	54,526	57,029
11				49,041	52,553	55,107	52,687	56,200	58,753
12				50,590	54,272	56,903	54,350	57,918	60,550
13					56,033	58,742	56,070	59,679	62,388
14					57,803	60,651	57,842	61,565	64,297
15					59,307	62,229	59,345	63,165	65,969
16 or more					60,493	63,472	60,532	64,429	67,288

For credits earned after the BA degree but before the MA degree: Any credits in excess

of 45 may be counted after the MA degree.

LEAP Document 1 is referenced in the Legislative Final 2015-17 Omnibus Operating Budget.

CO-CURRICULAR and EXTRACURRICULAR CONTRACTS

Effective 2016-2017

CO-CURRICULAR	Pay Rate (% of BA =45)	\$38,665.00
High School		
Jazz Band Activities outside of class	7.00%	\$2,707
Marching Band	7.00%	\$2,707
Concert Band	7.00%	\$2,707
Pit Orchestra (for musical, 1x)	4.00%	\$1,547
Choir	3.50%	\$1,353
Drama (per play, max 3)	4.00%	\$1,547
Middle School		
General Music	6.50%	\$2,513
Jazz Band (zero period)	6.50%	\$2,513
Marching Band	3.50%	\$1,353
Choir	3.50%	\$1,353
Flag Team	2.00%	\$773
Elementary School		
Music (6 concerts/year)	10.00%	\$3,867
Band (2 concert/year)	3.40%	\$1,315

EXTRACURRICULAR	Pay Rate (% of BA =45)	\$38,665
High School		
Pep Band	6.00%	\$2,320
Journalism	7.00%	\$2,707
Math Olympiad	5.00%	\$1,933
Science Olympiad	5.00%	\$1,933
Knowledge Bowl	5.00%	\$1,933
National Honor Society	2.00%	\$773
ASB Advisor	5.00%	\$1,933
Class Advisors (4)	2.00%	\$773
Debate	7.00%	\$2,707
Robotics Liason	2.00%	\$773
Middle School		
Journalism *	6.50%	\$2,513
Math Olympiad	2.50%	\$967
Math Counts	1.00%	\$387
Knowledge Bowl	3.50%	\$1,353
ASB Governor	2.50%	\$967
Geography Bee	0.50%	\$193
Spelling Bee	0.50%	\$193
Activity/Academic Model (per coach)	1.00%	\$387
Debate	3.50%	\$1,353
FBLA	4.00%	\$1,547
History Day	4.00%	\$1,547
STEM Girls Club (per coach)	4.00%	\$1,547
Mentor Club	4.00%	\$1,547
Elementary School		
Math Olympiad	2.50%	\$967
Science Olympiad	2.50%	\$967
Science Fair	1.00%	\$387
Citizenship Advisor	1%	\$387
5th Gr Band Assis (If > 35 st)	15%	\$5,800

* This class will not be offered during 2014-15. We will re-look at needs

HEA BENEFITS
PLAN

Basic Benefits (State Allotment)

Medical

Kaiser Permanente
Regence Blue Cross/Blue Shield (Sept-Oct 2016)
WEA Premera Blue Cross (Effective Nov 1, 2016)

Vision

Kaiser (for Kaiser medical enrollees)
The Standard (for Regence medical enrollees or those who waive medical coverage)

Term Life Insurance* (Through October 31, 2017)

Mutual of Omaha – Benefit if meets eligibility

Optional

Dental

Kaiser Permanente – HMO or PPO-FG
Optional (not part of state allotment)

American Fidelity

Short Term Disability (Salary Insurance)
Cancer Insurance
Critical Illness Insurance
Accident Insurance

VEBA

District-Paid

Long Term Disability

Mutual of Omaha-LTD – Benefit if meets eligibility

Term Life Insurance*

Mutual of Omaha – Benefit if meets eligibility
(Premiums will be paid by the district effective November 1, 2017.)

HOCKINSON SCHOOL DISTRICT #98 QUALIFIED PLAN BENEFITS

Benefits that are qualified as Section 125 plan benefits are clearly defined by the Internal Revenue Code. Pre-tax benefits which may be provided:

- Group Medical Insurance
- Dental and/or Vision Insurance
- Specified Disease Insurance, such as Cancer Coverage
- Other medical coverage, such as HMO's or self-insured plans
- Group Term Life Insurance for employees only - up to \$50,000 face amount.
- Coverage in excess of \$50,000 will be taxable even for participating employees
- Long Term Disability Income Insurance
- Dependent Day Care Expense Reimbursement
- Medical Expense Reimbursement
-

SPECIAL NOTE: If disability income coverage premiums are paid with pre-tax dollars, the benefits will be taxable income when received by recipients. These taxable benefits may cause reporting requirements on employer withholding.

Time, Responsibility, and Incentive (TRI) Hour Contract Verification for 2016-2018

Employee Name

Location

Employees have the opportunity under Article IV, Section F of the 2016-2018 Collective Bargaining Agreement between Hockinson School District ("District") and the Hockinson Education Association ("Association") to earn additional compensation beyond their regular pay for additional time, additional responsibilities, or incentive. The District and Association agree the types of professional activities performed outside the regular contracted workday or work year could include the following:

1. Preparation/planning for school opening
2. Work connected with the conclusion of the school year
3. Parent communication
4. Supporting student academic events
5. Evaluating student work
6. Researching educational materials and supplies
7. Improving and maintaining professional skills
8. Preparation and revision of materials
9. Additional planning with other staff in areas of instruction and curriculum
10. Working with computers and other technology as related to educational issues
11. Providing additional instruction to students
12. TPEP Implementation
13. Common Core Standards Implementation
14. Parent Meetings (i.e. IEP, parent conference outside of provided conference time etc.)

This form is intended to indicate fulfillment of additional responsibilities beyond those performed during the regular workday or work year.

Verification and Certification (Fall):

I hereby certify that I will perform professional activities outside my regular contracted workday or work year, thereby completing my supplemental pay agreement.

Signature of Employee

Date

Signature of Administrator

Date

Verification and Certification (Spring):

I hereby certify that I have performed professional activities outside my regular contracted workday or work year, thereby completing my supplemental pay agreement.

Signature of Employee

Date

Signature of Administrator

Date

HOCKINSON SCHOOL DISTRICT #98
CERTIFICATED EMPLOYEE
GRIEVANCE REVIEW REQUEST FORM

TO: _____
SUPERVISOR NAME TITLE

GRIEVANT(S) NAME POSITION (TITLE)

SCHOOL OR BUILDING _____

Consistent with the procedure for adjusting grievances, I have taken the following actions:

A. Informal Meeting _____
Supervisor Name Date Held

B. Step 1 - _____
Supervisor Name Date Delivered

C. Step 2 - (a) Date Delivered to Superintendent _____
(b) Date met with Superintendent _____

D. Step 3 - Association Demand for Arbitration _____
Date

STATEMENT OF GRIEVANCE: Cite specific contract provision(s) violated, misinterpreted, misapplied or, cite specific policy, rule, regulation, procedure, or administrative directive complained of:

ADJUSTMENT SOUGHT:

Signature

Date