

Collective Bargaining Agreement



Hockinson Education Association (HEA)
and
Hockinson School District (HSD)

2021-2023

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112 **PURPOSE**

113
114 It is the purpose of this Agreement to prescribe certain rights and obligations of the Education
115 Association, the members of the bargaining unit, and the administration and Directors of the
116 Hockinson School District and establish procedures governing the relations between the
117 Hockinson School District and the members of the Hockinson Education Association bargaining
118 unit.

119 **PREAMBLE**

120
121 THIS AGREEMENT made and entered into this 15th day of February, 2022, by and between the
122 Board of Directors of the Hockinson School District, County of Clark, State of Washington,
123 hereinafter referred to as the "District" or "Board" and the Hockinson Education Association,
124 hereinafter referred to as the "Association", includes all of the following articles and provisions:
125

126 **WITNESSETH**

127
128 WHEREAS, the Board and the Association recognize and declare that providing a quality
129 education for the children of the Hockinson School District is their mutual aim and that the
130 character of such education depends on predominately upon the quality and morale of the
131 teaching service, and
132

133 WHEREAS, the members of the teaching profession are qualified to advise the formulation of
134 policies and program designed to improve educational standards, and

135 WHEREAS, the Board has an obligation pursuant to Washington State Law, RCW Chapter
136 41.59 to negotiate with the Association as the representative of employees hereinafter
137 designated, and
138

139 WHEREAS, the parties have reached certain understandings which they desire to confirm in
140 this Agreement,
141

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

ARTICLE I: ADMINISTRATION**SECTION A. EXCLUSIVE RECOGNITION**

The Board recognizes the Association, pursuant to RCW Chapter 41.59 as the exclusive negotiating representative for all certified personnel employed or to be employed by the Board exclusive of the Superintendent, the Board's designated negotiators, building principals and other administrators. The Board will not negotiate with or recognize any "employee organization" other than the Association as representing the certified employees of the District. Any challenges to this recognition shall be pursuant to the provisions set forth in applicable laws. When used hereinafter, the term "certified employee/employee" shall mean any employee holding a regular teaching certificate and/or special certificate of the state with exception of the Superintendent, building principals, and other administrators. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and the plural.

DEFINITIONS

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

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

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

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

Board: The Board of Directors of the Hockinson School District

District: The Hockinson School District No. 98.

Association: The Hockinson Education Association.

SECTION B. STATUS OF THE AGREEMENT

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

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

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

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

SECTION C. CONTRACT COMPLIANCE

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

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

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

219

220 **SECTION D. AGREEMENT ADMINISTRATION**

221

222 Association representatives chosen and designated by the Association shall meet with the
223 Superintendent at meetings scheduled as the need arises. Purpose of the meetings will be to
224 review and discuss current school problems and solutions, District programs and plans, actions
225 or non-actions of the Board, administration, collaborate on plans where appropriate,
226 celebrations, and/or the Association as well as administration of the Agreement. The
227 Association will choose representatives and notify the Superintendent by September 15, who
228 these representatives will be.

229

230 **SECTION E. CONFORMITY TO LAW**

231

232 This Agreement shall be governed according to the Constitution and Laws of the State of
233 Washington. If any provision of this Agreement, or any application of the Agreement to any
234 certificated employee or group of certificated employees covered hereby shall be found contrary
235 to law, such provision or application shall have effect only to the extent permitted by law, that is,
236 only that provision or portion of a provision necessary shall be revised to conform to law, such
237 revision shall be accomplished by the association and the district reopening bargaining on this
238 issue only. All other provisions or applications of the Agreement shall continue in full force and
239 effect. This provision applies to laws enacted by the Washington State Legislature, rules
240 promulgated by the Office of the Superintendent of Public Instruction and the State Board of
241 Education as equally as to Washington State Supreme Court and other court findings.

242

243 **SECTION F. DISTRIBUTION OF AGREEMENT**

244

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

247

248 All certificated employees new to the District shall be notified where to locate the contract on the
249 District's website. Prior to posting on the website and not later than fifteen (15) days after
250 ratification by both the Association membership and Board, the District and the Association shall

251 sit down together and proofread the Agreement. The Association and the District shall be
252 responsible for accurate wording. Any errors discovered after distribution shall be corrected
253 within five (5) days after either party finds the error and notifies the other party of such error.
254

255 **SECTION G. DURATION, FINANCIAL REOPENER AND RENEGOTIATION**

256

257 This Collective Bargaining Agreement shall be effective September 1, 2021 and shall continue
258 in full force and effect for two (2) years September 1, 2021 until August 31, 2023.
259

260 This Agreement constitutes all of the agreements between the District and the Association and
261 no modifications shall be made in the Agreement during its term except under the provisions of
262 the RENEGOTIATION PROVISIONS OF THIS AGREEMENT.
263

264 If agreement on the renewal or modification is not reached prior to the expiration date, this
265 Agreement shall continue in force until a successor Agreement is ratified.
266

267 **FINANCIAL REOPENER**

268

269 In the event there is a significant loss of revenue to the District resulting from a double levy
270 failure, legislative action or a decrease in student enrollment greater than 10%, the parties shall
271 reopen applicable sections of the Agreement within thirty (30) calendar days. On August 31,
272 2023 the following language will be deleted from future contracts: ~~decrease in student~~
273 ~~enrollment greater than 10%;~~
274

275 **RENEGOTIATION**

276

277 This Agreement can be altered, changed, added to, deleted from or modified for a specific item
278 or purpose during its period only through the mutual consent of the District and the Association.
279 Requests for renegotiation must be in writing and must include a summary of the proposed
280 alterations, changes, additions, deletions, and/or modifications.
281

282 The parties shall enter into negotiations for a successor agreement as soon as possible after
283 exchange of proposals. Requests for initial renegotiation sessions for a successor agreement
284 must be in writing. Negotiations shall commence as soon thereafter as possible by mutual
285 arrangement and at times mutually agreeable to the negotiators named by each of the parties.

286 Proposals for alterations, changes, additions, deletions and/or modifications will be exchanged
287 at the initial negotiating session.

288

289 All efforts shall be made to schedule negotiations meetings so as not to interfere with
290 educational responsibilities of participants. IN WITNESS WHEREOF, the parties have hereunto
291 set their hands and seal this 15th day of February, 2022.

292 **ATTEST**

293

FOR THE ASSOCIATION:

FOR THE BOARD:

294



Steve Marshall

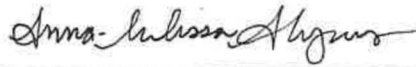
295

Megan Miles, President

Steve Marshall, Superintendent

296

297



Patrick Carter

298

Anna-Melissa Lyons

Patrick Carter, Board Chair

299

300



301

Jessica Neal

Gordon Smith, Board Member

302

303 **ARTICLE II: BUSINESS**

304

305 **SECTION A. ASSOCIATION RIGHTS AND PRIVILEGES**

306

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

310

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

319

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

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

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

The District shall provide to the Association an annual updated list of all employees and their personal contact information (address and phone number) by August 20th and updated monthly with new hires as shown on the monthly Personnel Report to the Board. If non-supervisory certified staff personnel change has taken place at a board meeting, the Human Resource Department will give the contact information of such employee to the HEA President.

The Association will be provided a minimum of thirty (30) minutes of compensated time for newly hired staff at the District's new hire orientation/meeting or at the All District Directed day to inform new employees about Association business.

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

SECTION B. CITIZEN ADVISORY COMMITTEES

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

SECTION C. PAYROLL PROCEDURES

PAYMENT

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

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

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

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

CONTRACT CHANGES

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

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

390

391 Errors in salary amount which result in under or over payment must be corrected as soon as
392 possible. It is the mutual responsibility of the employee and the employer to rectify errors. When
393 an overpayment is made, arrangement shall always be made only after discussion with the
394 employee and union, upon employee request to avoid hardships.

395

396 **PAYROLL DEDUCTIONS**

397

398 The District shall show on the monthly pay warrant stub, the record of current deductions for
399 membership dues, assessments, mutually agreed upon insurance programs, as shown in the
400 insurance provision of this Agreement, retirement contributions, tax-sheltered annuities,
401 deferred compensation programs, United Way and deductions to financial institutions.

402

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

404

405 **DUES, AND DEDUCTIONS**

406

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

409

410 The deduction of membership dues, and assessments, shall be made monthly from regular pay
411 warrants. The District agrees to remit monthly all monies so deducted to the Association or the
412 organization designated by the Association. The District and Association shall agree to
413 cooperate to rectify errors in payroll deductions.

414

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

420

421 The implementation of this agreement shall be in compliance with the provisions of RCW
422 49.52.060.

423

424 The provisions of this article shall be governed and construed according to the Constitution and
425 Laws of the State of Washington. If any provision of this article, or any application of this article

to any certificated employee or groups of certificated employees shall be found contrary to law, such provision or application shall have the effect only to the extent permitted by law, and all other provisions or applications of the article shall continue in full force and effect. Any provisions of this article which may be contrary to law at the time of making of this Agreement, but which become lawful during the life of this Agreement, shall take effect upon their lawfulness.

HOLD HARMLESS

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

ARTICLE III. PERSONNEL

SECTION A. INDIVIDUAL RIGHTS

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

Employees shall be entitled to full rights of citizenship in accordance with the Washington Law Against Discrimination (Chapter 49.60, RCW 28A.642.010. Discrimination with respect to the employment of any person because of such person's race, creed, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is prohibited. The private and personal life of any employee is not within the appropriate concern or attention of the Board.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under applicable laws and regulation provided that nothing shall be in violation of any affirmative action law or ruling. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

PROCEDURE IN HANDLING COMPLAINTS

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

1. Under all reasonable circumstances the Complainant will meet with the employee to try and solve the issue in a collaborative manner.
2. The Complainant will meet with the building principal to present the concern.
3. Beginning with this step, the employee shall be notified that they may bring union representation. A three-way conference will be held between the complainant, employee and building principal, if appropriate. The complaint shall not affect their evaluation.
4. The complaint will be reported to the principal and will be signed by the complainant. If there is no written and signed complaint the matter will be closed.
5. The principal will notify the employee that there is a written and signed complaint and will give the employee an unredacted and signed copy.
6. The building principal will begin the investigation process if necessary. Should the investigation imply that there should be disciplinary action, Just Cause will be followed as outlined in Section B.

SECTION B. JUST CAUSE

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

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

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

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

SECTION C. ACADEMIC FREEDOM

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

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

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

SECTION D. STAFF PROTECTION

The District shall hold harmless and defend an employee of the District from claims for damages arising from any civil or criminal suit caused or alleged to have been caused in whole or in part by the employee while performing duties as an employee in the District under the provisions of the District's insurance, provided the employee was acting within the scope of their employment;

and further provided that the District shall not be obligated to assume any costs or judgements held against the employee when such damages are proved to be due to the employee's negligence, violation of law, or criminal act as determined by a court of law or the Office of Superintendent of Public Instruction.

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

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

The District will follow all state laws/mandates and consider all recommendations put forth by Center for Disease Control (CDC), Washington Department of Health (DOH), and Clark County Public Health (CCPH), and Department of Labor and Industries (L&I).

SECTION E. ASSIGNMENTS AND TRANSFERS ASSIGNMENTS

The assignments of employees covered by this Agreement shall be in accordance with Washington Law. The District shall conform to the requirements of the Washington Law Against Discrimination (Chapter 49.60, RCW) and RCW 28A.642.010.

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

Employees will not be assigned to more than two buildings and will not be asked to travel more than once per day with the exception of special education related service providers and

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

The District will rely on a Letter or Reasonable Assurance for continued employment in the Hockinson School District. If an employee secures a position with another district for the next school year, the employee will be automatically released from their contract if they notify the district in writing by July 15.

Any employee who is required to move from one building to another or one classroom to another may request assistance for moving/relocating that must be approved by the appropriate supervisor(s) and will be compensated up to three (3) days at the moving/relocation rate as determined by the employee.

For all assigned and transfers, the following definitions will apply:

1. Reassignments – any time an employee in the building willingly moves into an existing position within that building.

2. Open Positions – any newly created position in a building that did not exist in the previous school year or one that could not be filled by reassignment.

3. Voluntary Transfers – when an employee initiates a reassignment or accepts an open position.

4. Involuntary Transfers – when an employee is reassigned or moved into another position without the employee requesting the transfer.

REASSIGNMENTS

Reassignments within a building will not be considered open positions. All qualifications being substantially equal between employees, the senior qualified employee requesting the position in the building, based upon district seniority, shall be given the reassignment. Staff within a

building will receive notice of the opening and be given five (5) days to express interest in the reassignment.

OPEN POSITIONS/VOLUNTARY TRANSFERS

Posting and closing dates for all open positions, including specialized vacancies and extracurricular positions, shall be normal District business days during the school year and summer both. Saturdays, Sundays, and legal holidays may be used as posting or closing dates.

The District may post internally and externally at the same time for positions. Posting of open positions shall be accomplished by placing the job announcement on the District website and by an email which will be sent to all bargaining unit members. Hard to fill positions will be advertised on internet sites that solicit candidates for these jobs. Interested internal candidates need only submit a letter of interest within the first five (5) days of posting. External applicants will only be considered after the internal five (5) day window, if needed.

When posting for difficult positions (*such as School Psychologist, Special Education Teacher, etc.) the five (5) day window may be waived if each qualified in-district staff member is first consulted about their interest in the position or if there is no one in the district that is qualified and interested in the position.

All assignments of employees are made under the direction of the Superintendent with the approval of the Board consistent with the following:

1. If there are two or more qualified in-district candidates for an opening, the most qualified in-district candidate will be given the position. All qualifications being substantially equal, the most senior candidate will be offered the position. All in-district candidates not chosen for the position will receive a letter of explanation stating the reason(s). The reasons(s) given in the letter must be based on the qualifications stated in the job posting.
2. If there is only one qualified in-district candidate for an opening, the district may post the position, and interview outside candidates with the in-district candidate. If the in-district candidate is not chosen, they will be given a letter of explanation stating the reason(s). The reason(s) given in the letter must be based on the qualifications stated in the job posting.

641
642 3. Qualifications will be determined by the criteria stated in the job announcement, which
643 may include, but not be limited to, educational training and certification, endorsements,
644 educational employment experience, related employment experience and educational
645 program needs. For the purposes of this section, seniority will be defined as first, total
646 experience in the District and second, total experience as defined by placement on the
647 salary schedule.

648
649 4. The District and the Association may agree to the special placement of a bargaining unit
650 member for unique circumstances.

651
652
653 Prior to public disclosure, the District shall notify each unsuccessful applicant for transfer or
654 reassignment that the position has been filled. After such notice, these employees are
655 encouraged to discuss their candidacy with the appropriate administrator if they so desire.
656

657 **INVOLUNTARY TRANSFERS**

658
659 When it becomes necessary to transfer an employee who has not requested a transfer, such
660 transfer shall be made only after a meeting between the employee involved and the principal or
661 supervisor. At this meeting the employee shall be given the reason(s) for the involuntary
662 transfer.
663

664 All involuntary transfers need to be recorded in writing.
665

666 If there are assignment options available, the employee will be notified, and be given the
667 opportunity to select the available position they prefer for which they are qualified. In the event
668 that an employee was involuntarily transferred due to a grade level staff reduction and/or
669 elimination of a position and the previously held position subsequently reopens, the involuntarily
670 transferred employee shall have first right of refusal to return to the previously held position for
671 the next two (2) years.
672

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

K-5 employees may be assigned to a position within two grade levels of current position within their building at the principal's discretion based on the needs of the students and grade level teams no more than every three (3) years. This will be considered an involuntary transfer. No employee shall be involuntarily transferred for arbitrary or capricious reasons.

SECTION F. TEACHER DUTIES

PROFESSIONAL

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

It is also understood that specialists, special education staff, and resource personnel shall not be required to teach or cover classes in the absence of the regular classroom teacher.

NON-PROFESSIONAL

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

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

Employees shall not be required to drive students to activities which take place away from the school building. They may do so only with the approval of their principal or immediate supervisor. The employee, supervisor and Superintendent shall sign the District's Travel Request Form prior to the scheduled date of travel. When school is not in session the Superintendent's signature will suffice. In such event, the District shall indemnify the employee

for all personal liability for any automobile accident which may occur in connection with such trip to the extent permitted by law.

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

SECTION G. PERSONNEL FILES

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

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

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

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

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

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

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

Upon request by the employee, the Superintendent or their official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said certificated employee.

The Association and the District agree that any derogatory information, including letters of discipline, in the employee's file not required by law, shall be removed from the employee's personnel file after three (3) years at the request of the employee, provided the employee has not been further disciplined for a similar offense during that time and/or the reprimand was not for student or staff abuse.

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

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

SECTION H. INSTRUCTIONAL WORK ASSIGNMENTS OF EDUCATORS

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

There shall be no subcontracting for teaching services in the instruction of students for the term of the Agreement, and all instructional assignments presently performed with students, or to be performed with students, shall be performed by the certificated educational employees of the

District. An exception to instructional assignments shall be made for those classified aides employed by the District in categorical programs. These aides shall be under the supervision of a certificated employee while working with pupils in an instructional assignment. The Association recognized there may be a need for the District to contract with outside agencies for SLP, Nurses, PT, OT, Psychologist(s) and other specialized services when unable to find candidates for these positions.

TECHNOLOGY: The district will provide the required technology for teaching and learning. If technology is necessary as mutually agreed upon by the certificated staff and administrator and not provided, the educator will submit a tech request form to their administrator for approval. There will be a two-week turn around for approval, with an estimated purchase or installation timeline.

With the exception of HVA, dual platforms will not be required to be used when schools are providing full-time in-person instruction. Exceptions will be made for unique special education circumstances and/or LAP, Title, ELL, OT/PT specialized services as provided by those related specialized service providers.

SECTION I. CLASS SIZE

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

<u>2021-2022</u>	<u>2022-2023</u>
TK = 20	TK = 20
K-3 Average 20:	K-3 Average 20
K-1 = 20	K-1 = 20
2-3 = 21	2-3 = 21
= 27	4 = 26
5 = 27	5 = 27
6-8 = 28	6-8 = 28

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

9-12 = 30

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

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

HVA = 50 students with a maximum daily contacts of 185

Teacher will be given a minimum of twenty-four (24) hours' notice of a new student being enrolled in their class.

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

1. Reassigning students.
2. Hiring additional certificated employees.
3. Paying an overload stipend of \$13.00 (2021-2022) / \$14.00 (2022-2023) per additional student per student day (elementary level) and \$ \$2.60 (2021-2022) /\$2.80 (2022-2023) per period per student day (secondary level 6-12) throughout the overload period. K-5 Specialists will be paid overload at a rate of 1/5th of the daily overload amount based on student count of the homeroom teacher for each day they serve.

Within five (5) days of notification by the certified employee of the class overload situation, steps will be taken to reassign students or compensate the certificated employee for the overload. Overload pay will begin with the first day of overload for the months of August and September. Overload pay for August and September will be based on the highest student count. Overload for the months of October through June will be calculated on official count day and will remain in effect until the next official count day.

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

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

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

Special Education caseload will follow the guidelines in Article III, Section X.

SECTION J. WORK YEAR CALENDAR

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

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

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

Students shall be dismissed at least one (1) hour early every Wednesday to provide for staff collaboration time. The purpose of this time is for collaboration with colleagues at the building or district level regarding students, curriculum, instruction and assessments. Wednesday collaboration should not last longer than one (1) hour.

In elementary schools, Wednesday collaboration hours will be split into periods of thirty (30) minutes for district of building-directed purposes followed by thirty (30) minutes for teacher

collaboration purposes. The exception to the split collaboration process is the third Wednesday of each month, which is reserved for K-12 staff to hold vertical collaboration.

In secondary schools, two out of four Wednesday collaboration hours plus any fifth Wednesday collaboration hours occurring in any calendar month will be used for district or building-directed purposes. Two of the four Wednesday collaboration hours will be used for teacher collaboration purposes. Months having only three Wednesday collaboration hours will be allocated as follows: one to district or building-directed and two for teacher collaboration purposes. The third Wednesday of each month is reserved for K-12 staff to hold vertical collaboration.

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

1. One (1) non-student attendance day at the end of the first semester.
2. A winter holiday of a minimum of ten (10) weekdays and including three (3) weekends.
3. A spring holiday of five (5) consecutive weekdays during the first full week of April.
4. Legal holidays as provided in RCW 28A.150.050.
5. A non-contracted day for participation in the statewide October in-service day program.
6. The Wednesday before Thanksgiving will be a non-contract day.

All state and national holidays are exclusive of the workdays. Employees shall not be expected to work on these holidays nor shall there be compensation for these days. Juneteenth will be recognized on school calendar.

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

SECTION K. WORKDAY

Certificated employees shall begin their workday thirty (30) minutes before the student school day begins and shall continue until thirty (30) minutes after the student school day ends in accordance with Washington law. The length of the certificated employee working day shall be seven and one-half (7 ½) hours including lunch.

Employees required to travel between schools by automobile as part of their professional assignments shall be scheduled to provide sufficient time for such travel and shall be compensated for mileage at the current IRS rate of reimbursement. Employees required to travel during their prep period shall be compensated a minimum of 0.25 hours per day for the prep time lost at their per diem rate. Employees will not need to submit additional documentation to receive this compensation.

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

Occupational Therapists, Speech-Language pathologists, Board certified Behavior Analyst, and Physical Therapist will not be required to attend multiple site building staff meetings. The exception to this is the above staff will attend department meetings, SPED in-service days, and/or SST building team meetings.

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

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

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

A certificated employee will be able to leave the job during the last half hour of their contracted day in order to attend classes, professional or activity meetings, or personal appointments; such

as doctor, dentist, etc. A certificated employee shall notify the principal or supervisor of their need to leave during the last half hour of their contracted day. Leave in excess of the last half hour of the contracted day will require the use of available and appropriate leave.

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

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

Open house, curriculum nights, etc. are part of professional responsibility. Staff will attend open house and evening conferences and make every reasonable effort to attend other school programs in relation to their teaching position. If they cannot attend, they will notify their building administrator beforehand.

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

SECTION L. KINDERGARTEN WA KIDS

Kindergarten students will start on the fourth day of school to allow for WA Kids testing and conferencing.

SECTION M. PLANNING TIME

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

Grades K-5 Classroom Teachers: Full-time certificated employees shall receive at least thirty-five (35) minutes of continuous planning time daily during the student day. This is an addition to recesses, which certificated employees will not be required to monitor, except in emergency situations.

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

Certificated employees whose job duties fall outside of the above category definitions will receive a minimum of fifty (50) minutes of planning time daily during the student day.

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

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

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

SECTION N. HIRING PRACTICES

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

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

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

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

SECTION O. CLASSROOM VISITATION

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

1. All visitors to a school and/or classroom shall inform the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the certificated employee.
2. The certificated employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

SECTION P. CERTIFICATED STAFF EVALUATION

To ensure confidentiality administrators will do all typing, copying, filing and handling of employees' evaluations at the building level.

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

CERTIFICATED CLASSROOM TEACHERS

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

Evaluation

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

Instructional Framework and Evaluation Rubric

The parties have adopted the evidence-based instructional framework: Danielson. The teacher evaluation rubric and student growth rubric utilizing the Danielson Instructional framework.

1066
1067 Applicability

1068 This evaluation system only applies to classroom teachers who spend more than fifty (50)
1069 percent of the workday providing academically focused instruction and grades for students, and
1070 whose duties are consistent with the state criteria for teachers and the District's framework and
1071 rubrics. All other staff shall continue to be evaluated in accordance with the current provisions in
1072 the collective bargaining agreement or the professional standards within their certification. By
1073 way of example, the following certificated staff members are not considered a "classroom
1074 teacher" for purposes herein; teacher librarians, instructional coaches, curriculum specialists,
1075 intervention specialists, deans, TOSAs and CSP certified staff, including speech and language
1076 pathologists or audiologists, school counselors, school nurses, school occupational therapists,
1077 school physical therapists, school psychologists and school social workers.

1078
1079 Introduction

1080 The parties agree that the following evaluation system is to be implemented in a manner
1081 consistent with good faith and mutual respect, and as defined in RCW 28A.405.110:

- 1082
- 1083 1. An evaluation system must be meaningful, helpful, and objective;
 - 1084
 - 1085 2. An evaluation system must encourage improvements in teaching skills, techniques, and
1086 abilities by identifying areas needing improvement;
 - 1087
 - 1088 3. An evaluation system must provide a mechanism to make meaningful distinctions and
1089 acknowledge, recognize, and encourage superior teaching performance; and
 - 1090
 - 1091 4. An evaluation system must encourage respect in the evaluation process by the persons
1092 conducting the evaluations and the persons subject to the evaluations through
1093 recognizing the importance of objective standards and minimizing subjectivity.
- 1094

1095 Additionally, the parties agree that the evaluation process is one which will be implemented with
1096 collaboration between the administrator and the employee, as described in WAC 392-191-025.

1097
1098 The purposes of evaluation of certificated classroom teacher, as identified in WAC 392-191A-
1099 050, will be, at a minimum:

- 1101 1. To acknowledge the critical importance of teacher and leadership quality in impacting
1102 student growth and support professional learning as the underpinning of the new
1103 evaluation system;
1104
1105 2. To identify, in consultation with classroom teachers, principals, and assistant principals,
1106 particular areas in which the professional performance is distinguished, proficient, basic
1107 or unsatisfactory;
1108
1109 3. To assist classroom teachers who have identified areas needing improvement in making
1110 those improvements.

1111
1112

1113 Required Evaluations

1114 All employees, including new employees, shall be evaluated annually; such evaluations to be
1115 completed no later than May 31 of the year in which the evaluation takes place. If an employee
1116 resigns or takes a leave of absence during the school year, a final evaluation shall be completed
1117 prior to the resignation/leave date whenever possible.

1118

1119 If the administrator contemplates recommending that the employee be placed on probation, a
1120 plan of assistance, a formal observation and a conference will occur prior to that decision.

1121

1122 Definitions

1123 "Artifacts" shall mean any products generated, developed, or used by a certificated teacher.

1124 Artifacts should not be created specifically for the evaluation system or at the direction of the
1125 evaluator. Additionally, agreed-upon tools or forms used in the evaluation process may be
1126 considered as artifacts. An individual artifact may serve as evidence for more than one criterion.

1127 "Evidence" means observed practice, products or results of a certificated classroom teacher that
1128 demonstrate knowledge and skills of the educator with respect to the four-level rating system.

1129 Evidence should not be created specifically for the evaluation system or at the direction of the
1130 evaluator. Evidence should primarily be gathered from the essential work that effective teachers
1131 are already doing.

1132

1133 "Observe" or "observation" means the gathering of evidence made through classroom worksite
1134 visits, or other visits, work samples, or conversations of assigned duties for the purpose of
1135 examining evidence over time against the instructional or leadership framework rubrics.

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

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

“Student achievement” measures will be mutually agreed o between the educator and the administrator.

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

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

General Evaluation Agreements

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

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

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

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

Observations noted by the administrator will occur during the course of the employee’s normally assigned duties and responsibilities.

An employee shall have the right to have an advocate of their choice present during an evaluation conference upon request.

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

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

Procedures for Evaluations:

1. Transparency: All aspects of the evaluation procedure, including observations shall be conducted openly and with full knowledge of the employee.
2. Notification: An administrator shall hold an annual certificated staff meeting, or individual conferences, to review evaluation criteria and procedures the administrator shall follow in evaluating employees. All forms required in this evaluation process will be included in the contract or be available on-line.
3. Self-Assessment (Step 1): Prior to the Pre-Observation Conference, the employee will complete an initial Self-Assessment. The employee will establish a personal growth plan based upon Self-Assessment results. The employee and their administrator will collaboratively agree on the goals and the plan.
4. Goal Setting and Planning Conference (Step 2): The employee and the evaluator shall meet in a goal setting conference. The purpose is to:
 - a. Provide an opportunity for self-assessment;
 - b. Identify personal professional goal areas for the evaluation including evidence to be gathered or considered;
 - c. Identify student growth goals and measures.

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

6. Artifacts and Evidence: The employee and the administrator will collect and share artifacts and evidence necessary to complete the evaluation. The employee may provide additional artifacts and evidence to aid in the assessment of the employee's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Any evidence submitted shall be used to determine the final evaluation score. All evidence, measures, artifacts and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

Observation Procedures:

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

2. Frequency and Length:

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

b. During each school year, each employee (including new employees) shall be observed for the purpose of evaluation at least twice in the performance of their

assigned duties. Total observation time for each employee for each school year be not less than sixty (60) minutes.

- c. Employees in the third year of provisional status must be observed at least three (3) times in the performance of their assigned duties. The total observation time for the school year must not be less than ninety (90) minutes.
- d. In addition to the required observations, administrators may make additional observations at any time during the school year.

3. Informal Observations:

- a. An informal observation is a documented observation that is not required to be pre-scheduled.
- b. An administrator may conduct any number of informal observations.
- c. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
- d. All informal observations to be used for evaluation purposes shall be documented in writing using an observation report form. Observation notes will be shared in the online evaluation system.
- e. A copy of the observation report shall be given to the employee within three (3) days after preparation or then (10) working days after the observation, whichever is less, otherwise the observation cannot be used in the evaluation.
- f. Any time after an informal observation an employee may request a post conference to discuss the informal observation. The purpose of the informal observation conference is to discuss the observation. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If it is mutually agreed upon by teacher and

evaluator that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.

4. Formal Observations:

- a. A formal observation is a documented observation that has been pre-scheduled and mutually agreed upon prior to the observation.
- b. Every employee will have a minimum of one (1) formal observation.
- c. Pre-Observation Conference: The pre-observation conference shall be held prior to the formal observation. The employee and administrator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
- d. The administrator will document all formal observations using the format in the online evaluation system. A copy of the observation report shall be given to the employee within three (3) days after preparation or ten (10) working days after the observation, whichever is less, otherwise the observation cannot be used in the evaluation.
- e. Post-Observation Conference:
 - The post-observation conference will be held at a mutually agreed time, no later than ten (10) working days after the formal observation unless there is agreement by the employee and administrator to extend the timeline.
 - The purpose of the post observation conference is to discuss the observation and to align the observation notes to scoring criteria. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to

those evaluative criteria not observed in the lesson or classroom. If it is mutually agreed upon by teacher and the evaluator that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.

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

5. Summative Evaluation Conference:

- After completion of the required observations and any required remediation and/or probation procedure, the evaluator shall complete a Summative Evaluation summary. It will include a rating for each criterion, a student growth rating, and an overall summative performance rating.
- The administrator and employee shall meet to discuss the employee's summative score. The summative score, including the student growth score, must be determined by an analysis of evidence and artifacts. This analysis will assess the employee's performance over the course of the year or the period covered by the Summative Evaluation.
- The employee and administrator are expected to collaborate in the review of evidence and artifacts as needed for each criterion to be scored.
- The employee will sign two (2) copies of the Summative Evaluation. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents.
- Employees shall have the right to attach additional comments or a rebuttal to the Summative Evaluation.

Comprehensive Evaluation:

1. The Comprehensive Evaluation assesses all eight evaluative criteria. Student growth and all criteria contribute to the Annual Summary performance rating.

2. The following categories of the classroom teachers shall receive a Comprehensive Evaluation:

a. Classroom teachers who are provisional employees under RCW 28A.405.220;

b. Classroom teachers who received a Comprehensive Evaluation performance rating of unsatisfactory or basic in the previous school year;

c. Classroom teachers who are on probation.

3. All other classroom teachers shall receive a Comprehensive Evaluation at least once every six (6) years.

Focused Evaluation:

1. A Focused Evaluation must be completed when a Comprehensive Evaluation is not required by the evaluator or the classroom teacher. Classroom teachers who received an overall Comprehensive 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 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 Evaluation score. This score becomes the Focused Evaluation score for any of the subsequent years following the 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.
6. An employee shall receive an overall summative performance rating based upon the evidence for the selected criterion and the student growth rubrics used in the evaluation. A teacher with a summative performance rating of basic or unsatisfactory shall be evaluated through the Comprehensive Evaluation process for the succeeding two school year.

Provisional Employees:

1. "Provisional Employees" are those who are within their first three (3) years of employment with the District, except for those who have at least two (2) years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
2. All Provisional Employees who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) at the end of their second year of employment in the District may be removed from provisional status by the Superintendent.

- 1415 3. If a Provisional Employee's job performance is unsatisfactory, the District will notify the
1416 Employee as soon as possible. Unless the employee chooses to opt out, the District will
1417 then notify the Association. The District will provide applicable support that may include:
1418 professional development, peer support, mentoring/coaching, peer observations, and
1419 other strategies designed to improve instructional practice.

1420
1421 Evaluation Documents

1422 Only the final Summative Evaluation document, along with any comments submitted by the
1423 employee shall be kept in the personnel files.

1424
1425 Evaluation Results:

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1427 1. Evaluation results shall be used:

- 1428
1429 a. To acknowledge, recognize, and encourage excellence in professional
1430 performance;
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1432 b. To document the level of performance by a teacher of their assigned duties;
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1434 c. To identify specific areas in which the employee may need improvement
1435 according to the criteria included on the evaluation instrument;
1436
1437 d. To document performance by a teacher deemed unsatisfactory based on
1438 established evaluation criteria;
1439
1440 e. As one of the multiple factors in Human Resources and personnel decisions, only
1441 as defined in RCW 28A.405.100(8a).

- 1442
1443 2. Evaluation results shall not be:

- 1444
1445 a. Shared or published with any identifying information, except as required by law;
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1447 b. Shared or published without notification to the individual and Association, unless
1448 otherwise requested by the individual;
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c. Used to solely determine assignment, placement, or job status of a teacher except as defined elsewhere in this agreement;

d. Used to determine any type of base or additional compensation.

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.

Comprehensive Evaluation Performance Scoring and Ratings

Criterion Scoring: A classroom teacher shall receive a performance rating for each of the eight (8) evaluative criteria. Criteria shall include:

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

Criterion-level ratings shall be based upon the preponderance of evidence. This evidence will consider the growth of the classroom teacher over time and the relevancy of the criterion to the classroom teacher's work assignment.

Overall Summative Rating: The overall summative performance rating is determined by totaling the eight (8) criterion-level ratings as follows:

1. 29-32 Distinguished
2. 22-28 Proficient
3. 15-21 Basic
4. 8-14 Unsatisfactory

Note: The overall summative performance rating of Distinguished will be altered if the evaluation contains a low student growth score.

Student Growth Rating

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

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

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

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

1. A student growth score of "1" in any of the rubrics will result in an overall Low Student Growth rating.

2. A teacher who receives a Distinguished rating and a Low Growth rating will receive an overall evaluation rating of Proficient.

Low Student Growth Rating

Within two months of receiving the low student growth score or at the beginning of the following school year, the teacher and the evaluator shall engage in a student growth inquiry process and initiate one or more of the following:

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

2. Examine extenuating circumstances which may include one or more of the following: Goal setting process, content and expectations, student attendance, extent to which standards, curriculum and assessment are aligned;

3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;

4. Create and implement a professional development plan to address student growth areas.

Support for Employee with Basic or Unsatisfactory Ratings

1. If an employee with more than five (5) years of experience receives a comprehensive summative score below Proficient the employee must be formally observed before October 15 the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, a plan of assistance will be completed prior to completion of the Comprehensive Annual Summary. A collaboratively agreed upon plan of assistance will include supports such as: professional

development, peer support, mentoring/coaching, peer observations, and other strategies designed to improve professional standards. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator shall prepare and deliver an improvement plan to the employee.

2. No employee shall be placed on probation unless a plan of assistance has been given to the employee in the current or prior school year and at least thirty (30) working days were provided after the employee's receipt of the assistance plan to remediate the area(s) of deficiency(ies).

3. As provided by law, an employee on a continuing contract who has been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluation of their teaching effectiveness in out-of-endorsement assignment.

Probation

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

- a. Specific areas of performance deficiencies identified from the instructional framework;
- b. A specific and reasonable program plan, developed collaboratively and designed for their improvement.

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

- a. Unsatisfactory (Level 1); or
- b. Basic (Level 2) if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Level 2 Annual Summary performance rating has been received for two (2)

consecutive years or for two (2) years within a consecutive three-year (3) time period.

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

4. The evaluator shall place the employee in probationary status for a period of not less than sixty (60) working days.

5. Procedure during Probationary Period:

a. Limit on Transfer or Reassignment during Probationary Period: During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or district.

b. Plan Review: During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The evaluator may recommend to the Superintendent, prior to the completion of probation, that probation should be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice.

c. Procedures to be included for Observable Deficiencies:

- Pre-Observation Conference: A pre-observation conference shall be conducted between the probationary employee and the evaluator after each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator.

- Additional Observation Requirements: Any formal observations conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably

with the normal teaching learning process of the class, and shall be conducted with the full knowledge of the probationary employee.

- **Post-Observation Conference:** Following each formal observation, a post-observation conference between the evaluator and the employee shall occur. At that time a copy of the evaluator-completed form and working notes shall be provided to the employee. The parties shall discuss the contents of the form and the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with written recommendation for improvement and future remediation efforts. Employees are encouraged to work collaboratively with the administrator to develop recommendations.

- **Informal Observation:** The evaluator may conduct any reasonable number of informal observations under the same procedures as in the regular evaluation process (including documentation).

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

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

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

- That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

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

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

- a. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15 of the same school year.
- b. The probationary period may be extended into the following school year if the employee has five or more years of teaching experience and has an Annual Summary performance rating as of May 15 of less than Level 2.
- c. Alternative Assignment: Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from their assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.
- d. Lack of necessary improvement during the established probationary period as specifically documented in writing with notification to the employee constitutes

grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

Non-Renewal:

1. Per RCW 28a.405.100(4)(c), when a continuing contract employee with five (5) or more years of experience receives an Annual Summary performance rating below Level 2 for two (2) consecutive years, the school district shall, within ten (10) working days of the completions of the second summative comprehensive evaluation or May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.
2. The employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Section shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

CERTIFIED NON-CLASSROOM TEACHERS

HSD and HEA agree to negotiations on this section to be completed prior to August 1, 2023 to add language proposed by the HSD/HEA Evaluation Taskforce regarding the use of the Danielson Framework for non-classroom certificated staff.

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

1. EVALUATION

- a. Responsibility for Evaluation: Within each school the principal or designee shall be responsible for the evaluation of non-classroom certificated employees assigned to that school. An employee assigned to more than one school shall be evaluated by one principal with input from the other principals from each school. The administrative organization plan of the school district shall be used to determine lines of responsibility for evaluation for any non-classroom certificated

employee who is not regularly assigned to any school. Any superintendent, principal, or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process. Prior to the beginning of the evaluation process, the administrators of each building shall meet with the staff to review and discuss the evaluation procedure and criteria.

- b. Evaluation Criteria: All non-classroom certificated employees shall be evaluated in accordance with the criteria set forth in the addendum attached to this agreement, which is hereby made a part of this policy. Student standardized test scores (including criterion referenced tests) will not be used in any way to evaluate non-classroom certificated employees. Evaluation required or permitted hereunder shall be documented on the evaluation report forms attached to this agreement as Appendix A, B, and C.

- c. Required Evaluations:

- All non-classroom certificated employees newly employed by the school district shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
- If a non-classroom certificated employees, including new non-classroom certificated employees, shall be evaluate annually, such evaluations to be completed no later than June 1, of the year in which the evaluation takes place.
- If a non-classroom certificated employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of transfer.
- If a non-classroom certificated employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

- d. Additional Evaluations: In addition to the evaluation required under paragraph 2c, principals and other supervisors may make evaluation at any time during the

school year. Evaluations may cover individual observations or such periods of time as may be identified in the evaluation report.

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

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

g. Short Form Evaluation Criteria: After a non-classroom certificated employee has four (4) years of satisfactory long form evaluations, certificated staff members may have the option of receiving a short form evaluation. The short form of evaluation must include a sixty (60) minutes observation during the school year with a written summary. The regular long form evaluation process must be followed at least once every three (3) years and either the non-classroom certificated employee or evaluator may request that the regular evaluation process be followed in any given school year. The short form evaluation process may not be used as a basis for determining that a non-classroom certificated employee's work is unsatisfactory or as probable cause for the non-renewal of a non-classroom certificated employee's contract.

The District's long and short form evaluation form is identified in Appendix C.

h. Evaluation Procedures:

- Prior to the required observation under paragraph 2c., the evaluator and the non-classroom certificated employee shall meet to mutually

1798 understand the intent of the evaluation, possible constraining factors, the
1799 goals and objective of the non-classroom certificated employee to be
1800 observed during the evaluation, and to establish the date for the
1801 evaluation.

- 1802
1803 • Following each observation, or series of observations under 2c., the
1804 principal or other evaluator shall promptly document the results thereof
1805 using the evaluation report form attached to this policy. The non-
1806 classroom certificated employee shall be provided with a copy of the
1807 evaluation report within three (3) days after such report is prepared and
1808 the non-classroom certificated employee may discuss the report with the
1809 evaluator.

- 1810
1811 • Following the completion of each evaluation report required under
1812 paragraph 2c., a meeting shall be held between the principal or other
1813 supervisor and the non-classroom certificated employee to discuss the
1814 report. The non-classroom certificated employee shall sign the District's
1815 copy of the evaluation report to indicate that they have received a copy of
1816 the report. The signature of the non-classroom certificated employee
1817 does not, however, necessarily imply that the non-classroom certificated
1818 employee agrees with the contents of the evaluation report. If the non-
1819 classroom certificated employee chooses, they may attach a rebuttal to
1820 the evaluation within fourteen (14) calendar days of the post conference
1821 date.

- 1822
1823 • Each evaluation report required under paragraph 2c., shall be promptly
1824 forwarded to the school district's personnel office for filing in the non-
1825 classroom certificated employee's personnel file. Evaluation reports other
1826 than those required under paragraph 2c., shall not be filed in the non-
1827 classroom certificated employee's personnel file unless either the
1828 supervisor or the non-classroom certificated employee elects to the
1829 contrary. If the supervisor elects to include the evaluation in the personnel
1830 file, the non-classroom certificated employee may attach a rebuttal within
1831 fourteen (14) calendar days of the post-conference date.

- In the event that any evaluation report for non-classroom certificated employees in their first year of their assignment, after receiving their certificate, indicates that the non-classroom certificated employee's overall performance has been unsatisfactory, the principal or other supervisor and the non-classroom certificated employee shall attempt to develop a mutually agreeable written plan designed to improve the non-classroom certificated employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available supervisory resource persons to observe the non-classroom certificated employee's performance and make recommendations for improvement. If the supervisor and non-classroom certificated employee are unable to agree upon a mutually acceptable plan, the supervisor shall prepare and deliver such improvement plan to the non-classroom certificated employee.

The intent of this language is to afford non-classroom certificated employees, in their first year on provisional status, some extra assistance. However, non-classroom certificated employees in their second and last year of provisional status, including those non-classroom certificated employees who transfer to Hockinson from another district in Washington, are excluded from these provisions. The definitions of provisional status in RCW 28A.405.220 guide this section.

2. PROBATION

- a. Supervisor's Report: In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of a non-classroom certificated employee under their supervision is unsatisfactory, the supervisor shall follow the guidelines and timeline in RCW 28A.405.100. The report shall include a recommended specific and reasonable program designed to assist the non-classroom certificated employee in improving their performance.
- b. Establishment of Probationary Period: If the Superintendent concurs with the supervisor's judgement that the performance of the non-classroom certificated employee is unsatisfactory, the Superintendent shall place the non-classroom

certificated employee in a probationary status in the times and manner provided under RCW 28A.405.100. The non-classroom certificated employee shall be given written notice of the action by the Superintendent. Notice shall contain the following information which is detailed in the statute:

- Specific areas of performance deficiencies.
- A suggested specific and reasonable program for improvement
- A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the non-classroom certificated employee the opportunity to demonstrate improvement in their areas of deficiency.

c. Right to Representation: Upon receipt of the notice placing the non-classroom certificated employee in a probationary status, the non-classroom certificated employee shall have the right to have, upon request, an Association representative present at all subsequent meetings relating to their probationary status.

d. Evaluation during the Probationary Period:

- At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary non-classroom certificated employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the supervisor shall authorize one additional supervisory certificated non-classroom employee to evaluate the probationer and to aid the non-classroom certificated employee in improving their areas of deficiency.
- During the probationary period, the principal or other evaluator shall meet with the probationary non-classroom certificated employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the non-classroom certificated employee. The provisions of

paragraph 2h, two (2) and three (3) shall apply to the documentation of evaluation reports during the probationary period.

- The probationary non-classroom certificated employee may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in their notice of probation.

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

- That the non-classroom certificated employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status, or
- That the non-classroom certificated employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required, or
- That the non-classroom certificated employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment agreement of the non-classroom certificated employee.

f. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph 2e, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the non-classroom certificated employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a

1937 determination of probable cause of the non-renewal of the non-classroom
1938 certificated employee's contract and shall provide written notice thereof to the
1939 non-classroom certificated employee on or before the date specified in RCW
1940 28A.405.

1941

1942 **SECTION Q. COMMUNICATION WITH BUILDING ADMINISTRATORS**

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1944 A building level communication team (not to exceed four (4) persons) will be selected by the
1945 Association members in each building to meet on a scheduled basis (a minimum of four (4)
1946 meetings per school year) with each building principal. The purpose of these scheduled
1947 meetings will be to foster two-way communication and resolve issues in a format that is more
1948 personal than regular staff meetings and less formal than the grievance process. The time,
1949 place and duration of such meetings will be mutually agreed upon by the building principal and
1950 the building team. Any records or minutes of such meetings, if kept, will be furnished to both the
1951 Association and the principal. It is the responsibility of the members to schedule meetings with
1952 their building administrator.

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1954 **SECTION R. STUDENT DISCIPLINE PROCEDURE**

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1956 The maintenance of reasonable order and discipline is necessary for the creation and
1957 continuation of an acceptable learning and teaching environment. Procedures in Chapter
1958 180-40 WAC, School District Policy Series 3000 et. al. and building or student handbooks shall
1959 be followed.

1960

1961 It is the responsibility of the building administrator to notify appropriate staff as soon as possible
1962 of any major disciplinary action imposed due to behavior for students that they serve.

1963

1964 Administration and staff will review and update each building's discipline and attendance
1965 procedures prior to the start of the student school year.

1966

1967 Any certificated employee who experiences physical injury by a student's action which results in
1968 an approved workers compensation time-loss claim will be granted supplemental administrative
1969 leave in lieu of sick leave to top off their workers compensation time loss pay until their doctor
1970 releases them to return to work or for a period not to exceed 15 working days, whichever occurs
1971 first.

1972

District granting of administrative leave to an employee pursuant to this provision does not constitute an admission on the part of the District regarding responsibility or liability for the incident that resulted in the employee's injury.

SECTION S. PROFESSIONAL ENHANCEMENT FUND AND OPTIONAL USE FUND

The District will provide \$900.00 per certificated employee. This fund is not intended to supplant annual building supplies and materials budgets provided by the district. Unless the employee notifies the district in writing by August 10, any unused enhancement funds will automatically roll over into the next year solely for professional development. Roll overs can be made to a max of \$1,800 in rolled funds. This in addition to a current year allotment would provide the employee with a maximum expenditure of \$2,700. Should the employee terminate their employment without expending their rolled professional development funds, the funds will be transferred to the pool. This fund is to be used for professional development activities and other optional charges and reimbursements as listed below including taxes and benefits:

1. College tuition and textbooks.
2. Registration for workshop, conference, or seminar.
3. Travel expenses to workshop, conference, or seminar:
 - a. Transportation.
 - b. Meals.
 - c. Lodging.
4. College credit fees associated with workshop, conference, and seminar.
5. Clock hour fees.
6. Substitute costs for professional development.
7. National Board for Professional Teaching Standards (National Certification) and/or ProTeach (Professional Certification) costs.

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

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

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

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

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

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

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

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SECTION T. SPECIAL SUPPLEMENTAL CONTRACT OPPORTUNITIES

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It is agreed that \$20,000 will be allocated each school year for individual staff or staff teams to apply for supplemental work time to evaluate, plan and implement programs and procedures pertaining to improving student achievement, approved in advance by the Superintendent or

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his/he designee. The hours will be paid at the District's curriculum rate with a \$1,500 ceiling on any one individual's activity. The application window will be open May 1-May 31 each year for the following school year. Recipients will be announced by email prior to summer break. Payment for recipients will be made in the school year for which the award was made.

SECTION U. NATIONAL BOARD CERTIFICATION AND/OR PRO CERT

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

Hockinson School District agrees to pay reimbursement for successful renewal costs for ESAs and an annual stipend of \$200 for ESAs, only in years that the state sends down National Board Certified Teacher (NBCT) stipends.

Hockinson School District agrees to pay renewal costs for NBCT should the state discontinue the NBCT stipend and reimburse the cost of all successful renewals of both NBCT and ESA Board Certifications i.e. SLP, Pscyh, OT, etc.

SECTION V. SCHOOL NURSE

The Hockinson School District shall provide the services for one 1.5 FTE qualified school nurse per 2,000 full-time equivalent (FTE) students in K-12, prorated on student FTE. This person shall provide a systematic method of medical record keeping.

SECTION W. SCHOOL COUNSELORS

The elementary School Counselor/Social Worker shall receive twenty-two and one-half (22.5) hours of supplemental contract hours paid on an annual contract, prorated based on FTE. The District is committed to providing social emotional skill development as part of the elementary assignment.

Grades 6-12 counselors shall receive sixty (60) hours of supplemental contract hours to be paid on an annual contract, prorated based on FTE. These hours are to be used before, during and after the school year to orient, forecast, and schedule students, as well as provide assistance

with college and/or scholarship applications. Counselors will not be required to build the Master Schedule.

Grades 9-12 counselors shall receive an additional thirty (30) hours of supplemental contract hours to be paid on an annual contract, prorated based on FTE. These hours will include working with students to complete High School and Beyond plans.

SECTION X. SPECIAL EDUCATION

Special Education staff shall receive a supplemental contract equal to eight (8) days in 2021-2022 and nine (9) days in 2022-2023, prorated based on FTE.

Special education staff, upon request, may receive prearranged release time or the equivalent per diem rate supplemental pay for the purpose of completing tasks related to due process requests for students not on their caseload.

Special education staff shall create a schedule that includes contracted planning time. When planning time cannot be scheduled, staff shall meet with building administration to create a schedule that includes the contracted planning time. For intermittent planning time loss (behavior escalation) staff may claim missed planning time on a certificated time sheet. If contracted planning time cannot be arranged on an on-going basis thru discussion with building administration, staff will contact the Director of Special Education to discuss options and/or arrange a supplemental contract.

Special education staff will be provided access to the same working conditions, overload compensation, planning time, and instructional materials as general education staff.

Special education staff will not be required to cover breaks for paraprofessional staff.

If an administrator is unable to attend and IEP/Evaluation meeting, it will be the responsibility of the administrator to find a suitable replacement.

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

Special Education IEP Caseloads are as follows:

2118	<u>2021-2022</u>	<u>2022-2023</u>
2119	1. Preschool – 18	16
2120	2. Social Emotional Resource – 16	16
2121	3. Resource – 26	26
2122	4. Developmental Resource – 15	14
2123	5. 18 – 21 Program – 15	14
2124		
2125	Special education teacher overload pay is \$120 a month per student on count date.	
2126		
2127	In the event that the District creates a blended caseload where students form varying	
2128	developmental designations are assigned to the same case manager, the case maximum shall	
2129	be determined by taking a percentage of the case load from each designation. Example: 6	
2130	elementary behavior students would count as half of a case load and 14 elementary resource	
2131	students would count as the other half.	
2132		
2133	SLP – 48 (consult counts as 1)	
2134	OT – 60 (consult counts as .75)	
2135	PT – 60 (consult counts as .75)	
2136	SLP/OT/PT overload pay is \$30 per month per student on count date	
2137		
2138	If instruction is provided by the SLP/OT/PT as part of the evaluation process for four plus (4+)	
2139	weeks, this will be reported to the district office special programs department. Each of these	
2140	students will count as one (1) student towards the month on count day.	
2141		
2142	Para-Support Caseloads are as follows:	
2143		
2144	1. Social Emotional Resource – One (1) 6.0 hour para per eight (8 students, prorated per	
2145	student, excluding students needed 1:1 para in student count.	
2146		
2147	2. Elementary Resource – -One (1) 6.0 hour para per 20 students, prorated per student,	
2148	excluding students needing 1:1 para in student count.	
2149		
2150	3. Developmental Resource – One (1) 6.0 hour para per 5 students, prorated per student,	
2151	excluding students needing 1:1 para in student count.	
2152		

2153 4. Secondary Resource – One (1) 6.0 hour para per 26 students, prorated per student,
2154 excluding students needing 1:1 para in student count.

2155
2156 5. Pre-school – One (1) 3.0 hour para per 5 special education students, prorated per
2157 student, excluding students needing 1:1 para in student count.

2158

2159 If a teacher has less than the maximum caseload, and the program is taught by more than 1
2160 teacher, the para support may be prorated between the teachers. The minimum general para
2161 support per program will be 1 para-educator (prorated for preschool).

2162

2163 Psychologist Caseload is as follows:

2164

2165 1. Psychologist P-5 900 and 6-12 1,100

2166 2. Board Certified Behavior Analyst (BCBA) 2,000

2167

2168 3. Psychologist/BCBA overload pay is \$100 per month for every 100 students (FTE) over
2169 population limit on count date.

2170

2171 The staff that will most likely serve the student on their caseload should write the initial IEP.

2172

2173 Planning time for Co-Teaching (Special Education/General Education):

2174

2175 One half (1/2) day of paid release time shall be provided to each certificated teacher per class to
2176 meet together to prepare for the co-taught class(es) each semester. A substitute shall be
2177 provided at one half (1/2) day increments scheduled at the discretion of the employees.

2178 Employees may opt to meet outside of the regular work day in lieu of a substitute and submit a
2179 certificated time card for compensation for the requisite time. This time may be reported in one
2180 (1) hour increments, up to a maximum of four (4) hours for each co-taught class. Certificated
2181 staff will be provided common planning time periods to allow for collaboration between the
2182 general education and special education teachers who co-teach.

2183

2184 General education teachers (1 per meeting) who are required to attend IEP meetings will
2185 receive per diem for meetings that go beyond the regular work day and/or which supplants the
2186 employee's regularly scheduled preparation time. General education teachers will need to
2187 document the additional time worked beyond the contracted day or in place of their regularly

2188 scheduled preparation time on a certificated time sheet and submit to the IEP administrator for
2189 approval.

2190

2191 **SECTION Y. JOB SHARING**

2192

2193 1. Sharing will be mutually agreed upon by the participating staff and administrator.

2194

2195 2. Participant agrees to full-time work if the other job-sharing teacher resigns or does not
2196 wish to continue until the District secures a satisfactory replacement or until the end of
2197 the current school year. The District will make a good faith effort to secure a
2198 replacement.

2199

2200 3. Participant will attempt to serve as a substitute for the other job-sharing certificated
2201 employee in the event of absence.

2202

2203 4. Participants are expected to attend staff meetings, parent-teacher conference,
2204 curriculum days, and in service as required by the building principal.

2205

2206 5. Job-shares will be expected to participate on school committees in a manner which will
2207 be equitable to both persons.

2208

2209 6. Time worked on non-student staff days will be on a half-day basis or as agreed to with
2210 the school principal.

2211

2212 7. Sick and personal leave will be half of that provided for full-time employees.

2213

2214 8. The District retains the authority to determine if, when, and the number of job shares that
2215 will be permitted.

2216

2217 9. Participants must notify the District in writing by March 15, of their intention of continuing
2218 or not continuing in the job share for the following year. If not notified the District will
2219 expect participants to continue in the job share.

2220

2221

SECTION Z. LAYOFF AND RECALL IN THE EVENT OF MAJOR CRISIS

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

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

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

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

1. Seniority as recognized by the State for salary purposes
2. Seniority in the District
3. Credits
4. Flexibility

2258

2259 5. Summative TPEP Rating

2260

2261 6. Lottery

2262

2263 A position opening does not exist if staff available, including staff on the recall list established
2264 under Section AA, and projected staff needs for the ensuing school year are equal at any given
2265 level. This applies also to any combination classes formed between grade levels.

2266

2267

2268 **SENIORITY AS RECOGNIZED BY THE STATE FOR SALARY PURPOSES**

2269

2270 See definitions and scope in WAC 392.121.264

2271

2272 **SENIORITY IN THE DISTRICT**

2273

2274 Length of service shall be defined as the continuous time from the first date of employment in
2275 the District.

2276

2277 **CREDITS**

2278

2279 In the event of more than one individual employee having the same seniority ranking after
2280 applying the above provisions, all employees so affected will be ranked in accordance with the
2281 total number of education credits beyond the BA degree submitted to the District as of March 15
2282 of the then current school year and which are applicable to the salary schedule.

2283

2284 **FLEXIBILITY**

2285

2286 In the event of more than one individual employee having the same number of credits after
2287 applying the above provisions all employees having the most fitting teaching experience and
2288 course credits to fulfill particular needs shall be selected; and all employees so affected,
2289 together with the Association, shall be notified of the criteria used in making the selection.

2290

2291 **SUMMATIVE TPEP RATING**

2292

2293 In the event of more than one individual employee having the same number of years of
2294 seniority, credit, and flexibility, all employees so affected will be ranked in accordance with the
2295 Summative Evaluation Rating.

2296

2297 **LOTTERY**

2298

2299 In the event that more than one employee shall have the same fitting teaching experience and
2300 course credits, selection shall be made by lottery conducted by the Superintendent and the
2301 employees so affected shall be notified in writing of the date, place, and time of the drawing.
2302 The drawing shall be conducted openly and at a time and place which will allow affected
2303 employees and the Association to be in attendance.

2304

2305 In the event of an anticipated lay off, the Board will publish and distribute to all employees, and
2306 the Association, a seniority list ranking each employee from greatest to least seniority at least
2307 forty-five (45) days prior to May 15. Such list shall include each employee's seniority criteria
2308 used to determine their placement on the list.

2309

2310 Any employee may, in writing, and within five (5) days of receipt of the list, file with the
2311 Superintendent and the Association their objections to the ranking order. The employee may
2312 request consideration for the modification of the ranking. Said individual must include in the
2313 request a full statement as to the facts on which the employee contends that the list should be
2314 modified. If the Superintendent rejects the individual's request for modification of the list, they
2315 shall do so thereof. Any further appeal of placement shall be pursuant to the grievance
2316 procedure of this Agreement.

2317

2318 A finalized list shall be provided to the Association by May 15 of each year in which the list is
2319 made, and shall include all corrections. In no event will personnel outside the bargaining unit be
2320 included on the seniority list in the event of a lay off.

2321

2322 All grievances with respect to the placement on the seniority list shall be considered before any
2323 employee shall be notified concerning lay off.

2324

2325

2326 **LAYOFF PROCEDURE**

2327 In the event it becomes necessary to lay off employees the following procedure will be
2328 implemented:

2329

2330 1. Staff selection to fill all staffing requirements will be made from the seniority list in
2331 descending order from highest to lowest position; provided that where teaching

2332 assignments require any special certification by State regulations, such assignments
2333 shall be filled by the next most senior certificated employees currently holding such
2334 special certificates.

2335
2336 2. Certificated employees shall be first assigned to all full-time teaching positions
2337 consistent with their individual seniority and shall not be obligated to any part-time
2338 teaching position, but may choose to accept such a position on a voluntary basis without
2339 jeopardizing their recall status for any full-time position which may become available.

2340
2341 3. In the event a certificated employee is assigned outside their major area as a result of
2342 lay off, the Board shall provide such help necessary to obtain temporary certification.
2343 The Annual evaluation of certificated employees so affected shall bear the notation that
2344 the assignment upon which they are being evaluated is an emergency assignment
2345 outside of their major area.

2346
2347 4. Individual certificated employees not slotted into a teaching position will be notified of lay
2348 off in accordance with aforementioned provisions of this Article, and will be recalled as
2349 requirements permit.

2350 2351 **RECALL PROCEDURE**

2352
2353 In the event that a vacancy occurs, existing certificated employees shall first be placed or
2354 assigned, and then the certificated employees who were laid off shall have the opportunity to fill
2355 any available positions before the Board employs any additional personnel to fill certificated
2356 assignments. Employee selections to fill all staffing requirements will be made from the seniority
2357 list in descending order from highest to lowest position; provided that where teaching
2358 assignments require any special certification by State regulations, such assignments shall be
2359 filled by the next most senior employee currently holding such special certificates.

2360
2361 Employees shall be recalled to full-time teaching position provided that such employees shall
2362 have the option of accepting or rejecting any part-time teaching position that may exist without
2363 jeopardizing their recall status for any fulltime position which may become available.

2364
2365 The Board shall give written notice of recall from lay off by sending a registered or certificated
2366 letter to said employee at their last known address. If they cannot be reached by phone. It shall
2367 be the responsibility of each employee to notify the District of any change or address. The

employee's address as it appears on the District's records shall be conclusive when used in connection with lay off, recalls, or other notices to the employees.

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

LAYOFF BENEFITS

All positions of substitute teachers shall be offered to certificated employees on recall, in rotating order-of-application on the basis of qualifications which the employee determines in advance and with proper certification before other persons are offered such positions. It is understood and agreed that although employees properly laid off pursuant to the terms hereof and in compliance with applicable law may not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year, each laid off certificated employee shall be considered as to have employment status with the District for purposes of retaining seniority ranking; retaining accumulated sick leave, and retaining sabbatical eligibility credits. A laid off employee shall be considered to have employment status with the District until they submit a written resignation or fails to accept a position pursuant to the RECALL PROCEDURE herein.

SECTION AA. INTERNET USE

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

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

- 2404 1. Support of Academic Program.
2405
2406 2. Communication with parents.
2407
2408 3. Association Activities.
2409
2410 4. Reasonable personal usage to the extent that such use does not violate express
2411 prohibitions of the WAC 292-110-010 and does not interfere with the bargaining unit
2412 member's assigned duties and responsibilities.
2413
2414 Bargaining unit members agree that the Internet may not be used for commercial for profit
2415 purposes.

2416 **ARTICLE IV: WAGES AND BENEFITS**
2417

2418 **SECTION A. SALARY SCHEDULE**
2419

2420 All certificated employees in the bargaining unit will be placed on the Hockinson School District
2421 salary schedule based on the individual experience and education. The District will thus utilize
2422 the Hockinson School District salary schedule for determination and payment of salaries to all
2423 members.
2424

2425 For 2021-2022 the Hockinson School District salary schedule will be increased by 3% (inclusive
2426 of IPD). For 2022-2023 the Hockinson School District will desolve TRI Contracts and roll the
2427 current 1% into the salary schedule and then will add 3% (inclusive of IPD) or IPD+1.4%,
2428 whichever is higher.
2429

2430 Yearly salary schedule will be included as Appendix D.
2431

2432 **SECTION B. EDUCATION CREDITS FOR SALARY SCHEDULE PLACEMENT**
2433

2434 Credits for education for placement on the salary schedule shall be applicable within the
2435 guidelines of WAC 392.121.
2436

2437 **SECTION C. EDUCATION SUPPORT ASSOCIATES (ESA) SALARY PLACEMENT**
2438 **COUNSELORS, PSYCHOLOGISTS, NURSES, SLPs, OT/PTs**
2439

Employees with ESA certification with prior related non-school experience, which qualified for salary placement under Chapter 293-121 WAC, shall be credited year-for-year for a maximum credit of 3 years in 2021-2022 and credit of 4 years in 2022-2023. Existing employees as of September 1, 2021 shall have until March 10, 2022 (2021-2022 School Year) and by September 1, 2022 – October 15, 2022 for the 2022-2023 school year to provide documentation to Human Resources for purposes of this section. New hires shall provide documentation to Human Resources upon hire.

In the event that the state should pass legislation and necessary resources, the District shall pass through any monies allocated for an ESA salary certification stipend.

SECTION D. SALARY CREDIT FOR MILITARY SERVICE

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

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

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

SECTION E. CO-CURRICULAR AND EXTRA-CURRICULAR SALARY ADDENDUM

Co-curricular and Extra-curricular Supplemental Contract Defined:

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

Procedures:

There shall be a supplemental contract for District specified extracurricular, special, and supplemental assignments. No employee shall be required as a part of their contracted

responsibilities to perform extra-curricular supplemental contract duties. It is understood that several staff assignments require additional time beyond the regular work day and work year as part of their position responsibilities. The District agrees to compensate staff members with those additional responsibilities through a supplemental contract for the additional time.

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

Application:

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

Payment:

Payment will be made over the course of the assignment.

Co-curricular and other extra-curricular position will be compensated based upon the schedule as listed in Appendix E.

SECTION F. INSURANCE BENEFITS

The parties recognize that effective January 1, 2020 the State of Washington will provide employee health benefits insurance coverage through the School Employees Benefits Board (SEBB) as administered by the Washington Health Care Authority.

School Employees Benefit Board (SEBB) Program Coverage and Benefits

Effective January 1, 2020, the District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition Agreement for all employees who meet the HCA's eligibility requirements as outlined below.

For purposes of benefits provided under the SEBB, school year shall mean September 1 through August 31. Payroll deductions for eligible employee premiums to be paid to the Health Care Authority (HCA) shall be made in the month in which the benefit is received.

The District will provide employees with those benefits offered through SEBB, including:

1. Basic Life and Accidental Death and Dismemberment insurance (AD&D).
2. Basic Long-Term Disability insurance.
3. Vision insurance
4. Dental insurance
5. Medical Plan insurance

Eligible employees may also:

1. Participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
2. Enroll in a Health Savings Account (HAS) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance; provided that they enroll within the required timeframes as provided in WAC 182-30-100.
3. Utilize the payroll deduction for any supplemental insurance that they enroll in through SEBB, (e.g., AD&D, Long-Term Disability).

Eligibility

In accordance with WAC 182-31-030, the District will:

- a. Upon employment, inform employees in writing whether they are or are not eligible for SEBB benefits and of their right to appeal eligibility and enrollment decisions.
- b. Routinely monitor all employees' work hours to establish eligibility and maintain the employer contribution toward SEBB benefits coverage.
- c. Identify when a previously ineligible school employee becomes eligible or a previously eligible school employee loses eligibility.

- d. Inform an employee in writing whether they are eligible for SEBB and the employer contribution whenever there is a change in work patterns such that the school employee's eligibility status changes. In the event of such a change, the District will inform the employee of the right to appeal eligibility and enrollment decisions.

In accordance with WAC 182-31-040 (Minimum number of hours shall mean 630 hours):

- a. All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they are anticipated to work the minimum number of hours per school year required for SEBB eligibility.
- b. Employees who have worked at least the minimum number of hours per school year required for SEBB eligibility in each of the previous two school years and return to the same type of position or combination of positions with the same SEBB organization are presumed eligible for the employer contribution at the start of the school year.
- c. Should an employee who previously was not expected to be eligible for benefits under SEBB work the minimum number of hours per school year required for SEBB eligibility in one year, the employee will become eligible for benefits on the date they actually worked the minimum number of hours per school year required for SEBB eligibility in the school year.
- d. Employees hired on a date that prevents the minimum number of hours per school year required for SEBB eligibility because not enough days remain in the year will be provided with benefits coverage in accordance with WAS 182-31-040(2)(d).
- e. Once eligibility for the employer contribution is established, it shall be maintained unless, or until, terminated in accordance WAC 182-31-040.

All compensated hours (e.g., regular, supplemental, overtime, coaching) in District positions shall count for purposes of establishing eligibility in accordance with WAC182-31-040.

Benefit Enrollment and Continuity of Coverage

In accordance with WAC 182-31-040, in the month of September (beginning 2020), benefit coverage for eligible employees begins their first day of work, provided the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

2576 Employees previously employed by a SEBB employer and eligible for SEBB coverage in month
2577 prior to their first day of work will have uninterrupted benefit coverage if they meet the e
2578 eligibility requirements above.

2579

2580 **Leaves of Absence**

2581 Paid leave hours shall count toward eligibility for benefits, excluding any holiday hours.
2582 Employees on an approved unpaid leave will retain their employee/employer relationship.

2583

2584 An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the
2585 Washington State Paid Family Leave Act (PFMLA) will continue to receive the employer
2586 contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.35.020.

2587

2588 **Benefit Termination**

2589 An employee eligible for benefits who terminates the employment relationship shall continue to
2590 receive benefits through their final month of employment per WAC 182-31-050. When
2591 employees eligible for benefits separate from employment after completion of the employee's
2592 full contract obligation, the separation will be effective August 31. In cases when an employee
2593 provides notice of an alternate date of resignation, the District will provide the employee
2594 notification of the impact on benefit eligibility and coverage.

2595

2596 Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation
2597 Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07) and communicate these options to
2598 employees.

2599

2600 This section of the agreement is subject to yearly revision based on then current Washington
2601 State laws.

2602

2603 **Washington State Paid Family Medical Leave**

2604 Qualifying events eligible for PFML benefit are determined through WA State Employment
2605 Security Department.

2606

2607 The District will pay the employer portion of the PFML premium and the employees portion of
2608 the PFML premium to a maximum of 0.2533% of each employee's gross wages, not to exceed
2609 state maximum.

2610

SECTION G. TIME, RESPONSIBILITY, AND INCENTIVE CONTRACTS

For the 2021-2022 school year, each employee will receive 1.0% of the Hockinson School District current year salary schedule as a TRI contract (prorated based on FTE) . Every employee will sign a TRI contract at the beginning of the year confirming for enrichment duties to be performed for receipt of payment and at the end of the year confirming the duties have been performed (See Appendix F).

Compensation will be paid in twelve (12) equal monthly installments beginning with the September payroll for those employees who submitted the required completed from on time as requested by the payroll department. All other employees' monthly payments will commence in accordance with payroll timelines.

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

This section pertaining to TRI contracts will sunset in full at the end of the 2021-2022 school year. (See salary schedule).

SECTION H. DISTRICT DIRECTED DAYS/SELF-DIRECTED COVID IMPACT DAY

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

Hours will be paid in the subsequent pay period. These hours would be sessions developed collaboratively by the building principal and the certificated staff that would provide time for staff to work with administrators to plan and implement education reforms designed to improve student learning, implement education reform and increase student achievement Employees will have the option of using sick leave for the regular ongoing district directed days should an illness prevent them from attendance and must report their leave through AESOP.

Self-Directed: For the 2021-2022 school year only, one (1) self-directed day will be provided at curriculum rate for COVID Impact Support to students and families. Payment will be processed after all 7.5 hours have been completed and submitted on a supplemental contract form. (Not subject to use of leave.)

2647
2648 **SECTION I. ALTERNATIVE SUPPLEMENTAL CONTRACT RATE**
2649

2650 The following hourly rates will be paid for approved work. These rates will be increased annually
2651 by the state identified salary increase amount:

- 2652
2653 1. Moving/relocation work (Article III, Section E.): \$21.57.
2654
2655 2. Participation in District committee and after-school workshops/in-service \$35.95.
2656
2657 3. Presenters for District-sponsored workshops/in-services: Individual per diem rate. In
2658 addition, instructors/presenters and attendees to out-of-district conferences or in-
2659 services that are required to present their learning to the staff will receive a minimum of
2660 one hour of planning time compensation at \$35.95. If the presentation exceeds two
2661 hours, the staff member will receive one hour of planning time compensation \$35.95 for
2662 each two hours of instruction/presentation.

2663 **ARTICLE V: LEAVES**
2664

2665 **SECTION A. HEALTH LEAVE**
2666

2667 A certificated employee whose physician certifies in writing that the employee is unable to
2668 perform professional duties because of personal illness, pregnancy, or other disability shall,
2669 upon request, be granted leave of absence without pay for up to one year from the date the
2670 leave is granted. Health leaves shall be granted without requiring the employee to use up
2671 accumulated sick leave. Leaves for these conditions may be renewed annually. Application for
2672 and/or renewal of Health Leave shall be made in writing to the District Personnel Office. When
2673 returning within one year from the date the Health Leave was granted, an employee who has
2674 been granted Health Leave shall be allowed to return to the position last held or a similar
2675 position. All returns from Health Leave are contingent on a written statement from the physician
2676 regarding the individual's health. Accumulated benefits retained while on Health Leave shall be
2677 in conformity with the provisions of Article III, Section AA relating to lay off recall.
2678

2679 **SECTION B. BEREAVEMENT LEAVE**
2680

2681 Three (3) days of leave with pay shall be granted for death in the family. In cases where
2682 emergency factors or long distances are involved, the certificated employee may request up to

an additional two (2) days of leave. If a certificated employee needs more time for bereavement, they may submit a request to the Superintendent for such leave, and such leave may be used in conjunction with emergency leave thereby deducting the leave from sick leave. Request will be processed through the building principal or Superintendent. Such leave is noncumulative. Family is defined as children, foster children, spouse, parent, father-in-law, mother-in-law, grandparents, brother, sister, son-in-law, brother-in-law, sister-in-law, grandchild, stepfather, stepmother, aunt, uncle, nephew, niece and domestic partner. Appeals to extend the definition of family may be made to the Superintendent.

SECTION C. PERSONAL LEAVE

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

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

1. No more than fifteen (15) certificated employees District wide will be granted personal leave contingent upon substitute availability. These days will be approved on a first come, first served basis with the personnel department. Approval must be secured within ninety (90) calendar days prior to the leave date being requested.
2. Personal leave will be cashed out at a rate of 2:1 (two full personal days for one day of pay) at per diem rate or substitute teacher rate, whichever is higher – annual maximum of two days with any remaining unused personal leave cashed out at substitute rate. Employees who wish to carry over leave from one year to the next must notify the Human Resources office by June 30th of each year. Absent notification for carry over, leave will be cashed out as prescribed above. All annual cash outs shall occur in July payroll.
3. For retirees only, personal leave cash out will be converted to two and one-half (2.5) supplemental hours paid at per diem per each personal leave day.

2716 **SECTION D. ASSOCIATION LEAVE**

2717
2718 Employees who are duly elected officers or representatives of the Association may be granted
2719 leave for Association business. It will be the responsibility of said officer or representative to
2720 apply for the leave in writing at least two (2) days prior to the leave date. A total of twenty-five
2721 (25) days per year will be designated for this purpose.

2722
2723 The Association will pay any substitute cost incurred by the district.
2724

2725 **SECTION E. MILITARY LEAVE**

2726
2727 Employees shall be granted military leaves of absence when required by law. While on leave,
2728 the employee shall retain all benefits as though employment had been continuous in the District.
2729 Upon return from leave, the certificated employee shall be placed in the position last held or a
2730 similar position in the District.
2731

2732 **SECTION F. GENERAL LEAVE**

2733
2734 Leaves of absence up to one (1) year without pay will be granted to certificated employees for
2735 the purpose of study, travel, health, or other extreme personal reasons. This leave must be
2736 requested in writing.
2737

- 2738 1. All requests for General Leave must be made before May 1, of the year prior to the
2739 requested leave and are subject to approval of the Board, so as to assist in providing
2740 assignments by June 1. Later requests will be considered but may not be granted if a
2741 suitable transfer or replacement cannot be found.
2742
- 2743 2. Each request for a leave of absence will be judged on the merits of the request.
2744
- 2745 3. Upon return from leave, the certificated employee shall be placed in the position last
2746 held or similar position if such a position is available. If this position is unavailable due to
2747 staff reduction, the employee shall remain on the seniority list and be considered for
2748 transfer to other positions under the terms of the contract.
2749

2750 4. The certificated employee granted a leave of absence for a one-year period must
2751 confirm their intention of returning to the District by March 15, of the year prior to that
2752 school year.

2753

2754 5. The certificated employee granted a year's leave of absence shall, upon their return, be
2755 placed on the appropriated step of salary schedule but receive no credit for the
2756 experience step on the schedule for the year of leave.

2757

2758 **SECTION G. FAMILY LEAVE/CHILDCARE LEAVE**

2759

2760 Each certificated employee may request family leave and/or childcare leave as stipulated in
2761 state and federal statute.

2762

2763 The letter requesting childcare leave should include a statement as to the expected date of
2764 return to employment. Certificated employees returning from childcare leave will be placed in
2765 their former position or in a similar position in the District.

2766

2767 In the event of a layoff, the certificated employee shall be considered for retention in conformity
2768 with the provisions of Article III, Section AA, relating to layoff and recall.

2769

2770 Should a certificated employee's childcare leave be of longer duration than four and one-half (4
2771 ½) months during a school year, following the use of their sick leave, they shall, upon their
2772 return, be placed on the appropriate step of the salary schedule, and will receive the fractional
2773 equivalent of the year worked on the schedule for the year in which the childcare leave was
2774 taken.

2775

2776 **SECTION H. ADOPTION LEAVE**

2777

2778 Three (3) non-accumulative days of leave with full pay shall be allowed either parent or both in
2779 order to complete the adoption process. This leave may be used for court and legal procedures,
2780 home study, evaluation and required home visits by the adoption agency that cannot be
2781 scheduled outside of the regular workday.

2782

SECTION I. JURY DUTY AND SUBPOENA LEAVE

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

SECTION J. SABBATICAL LEAVE

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

1. The employee must have taught in the District for a period of not less than six (6) consecutive years prior to applying.
2. The employee shall apply in writing to the Superintendent no later than April 1, of the preceding year, specifying the reason.
3. This leave is provided for the singular purpose of increasing education of the employee at a credential college or university. Provided, however, that the classes in which the employee is enrolled have been approved by the Superintendent and/or Board.
4. Only one (1) employee may take a sabbatical leave at one given time. Should two (2) or more employees apply in one (1) year, the decisions will be determined by the Superintendent, Board and Association Executive Board.
5. The employee upon completing the one (1) year sabbatical leave must return to the District to complete two (2) consecutive years of teaching.
6. The District shall maintain benefits which are a part of the current contract in effect at the time of leave. Applicable benefits are those cited in Article III, Section AA, relating to lay off and recall.
7. The District shall rehire and restore the successful employee to their former position or a similar position following the leave of absence.

8. The employee will be paid the amount equivalent to forty-percent (40%) of the base salary for the year of leave.

9. The employee granted a year's sabbatical leave, shall upon their return, be placed on the appropriate step of the salary schedule but receive no credit for the "experience" step on the schedule for the year of leave.

10. The certificated employee shall be considered for retention in conformity with the provisions of Article III, Section Z, relating to layoff and recall.

11. An employee may choose not to return to the District upon completion of the year's study provided; however, that they sign a promissory note to the amount shown in paragraph 8 above, bearing interest at the current available rate at the time the leave is taken. Said note shall become due and payable on the first workday of the year they are to return.

12. If more than one employee qualifies and is approved by the Board, the benefits can be shared if mutually agreed by the participants.

SECTION K. SICK LEAVE

All certificated employees earn one (1) day sick leave per agreed work month, or a major fraction thereof, provided: at the beginning of each school year, each employee contracted for the regular teacher school year shall be credited with a minimum advance sick leave allowance of twelve (12) days to be used for absence caused by illness, injury, pregnancy, or other disability. Employees hired after the beginning of the school year, those contracted for the year in part-time positions and those contracted for more than the regular teacher school year shall receive pro-rated sick leave allowance based on one day of sick leave per month.

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

Each employee's portion of unused sick leave allowance shall accumulate from year to year up to a maximum of 180 days. Pursuant to current statute, employees may cash in unused sick

leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may either cash up to twelve (12) days per year in January of each school year or cash in the entire accumulation at retirement.

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

SECTION L. LEAVE SHARING

1. A district employee is eligible to receive donated leave if:

- a. The staff member suffers from, or has a relative or household member suffering from and extraordinary or severe illness, injury, impairment or physical or mental conditions which has caused, or is likely to cause, the staff member to:
 - Go on leave-without-pay status; or
 - Terminate their employment; or
- b. The staff member's absence and the use of shared leave are justified; or
- c. The staff member has depleted, or will shortly deplete, their annual leave and sick leave reserves, or
- d. The staff member has abided by District rules regarding sick leave use; or
- e. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

An employee eligible for shared leave, pursuant to section L. will first be required to deplete all leave balances except five (5) days of sick leave which may be held in reserve. Those interested in applying for qualified leave through the Paid Family Medical

Leave Act (PFML) are required to notify the District one month in advance of the expected qualifying event whenever possible.

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

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

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

2. District employees may donate leave as follows:

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

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

2923 **SECTION M. EMERGENCY LEAVE**

2924
2925 Emergency leave may be taken in the case of emergencies as defined in the following:

- 2926
- 2927 1. The problems must have been suddenly precipitated and be of such nature that
2928 preplanning is not possible or could not relieve the necessity for the certificated
2929 employee's absence.
2930
 - 2931 2. The problem cannot be one of minor importance or of mere convenience but must be of
2932 serious nature.
2933
 - 2934 3. Weather conditions for local travel to and from school shall be considered a valid reason
2935 for an emergency leave only with Superintendent approval.
2936
 - 2937 4. The Superintendent may grant additional emergency leave on a case by case basis after
2938 the exhaustion of other appropriate leave provisions
2939

2940 Any leave used under terms of this policy shall be deducted from the employee's
2941 accumulated sick leave. In the event the employee's sick leave has been exhausted, the
2942 leave shall be granted without pay.
2943

2944 **SECTION N. FEDERAL FAMILY LEAVE ACT**

2945
2946 Employees may qualify for family and/or medical leave in conformity to board policy and state
2947 and federal law. The District Personnel Department will provide documentation to advise
2948 employees on how to access the Federal Family Leave Act.
2949

2950 **SECTION O. UNPAID RELIGIOUS HOLIDAY**

2951
2952 Certificated Employees may request two (2) unpaid religious holidays per calendar year for a
2953 reason of faith or conscience or an organized activity conducted under the auspices of a
2954 religious denomination, church, or religious organization outside of state recognized legal
2955 holidays.

2956 **ARTICLE VI. GRIEVANCE PROCEDURE**

SECTION A. GRIEVANCE PROCEDURE

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

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

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

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

PROCEDURE

Every effort shall be made to resolve a personnel problem or potential grievance through private and informal discussion meetings between the grievant and their immediate supervisor.

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

Step 1: If the employee is dissatisfied with the outcome of the informal private discussion(s), they may initiate the formal grievance procedure at Step 1 by presenting a Grievance Review Request Form (attached hereto as Appendix G) to their immediate administrative supervisor. A formal conference shall occur within five (5) working days of the receipt of the written request by the immediate administrative supervisor. Every effort should be made on issues in order to create a climate which will lead to a solution. Additional conferences shall not alter time lines. A written response shall be given to the grievant by the immediate administrative supervisor within five (5) days after the initial formal conference and a copy shall be filed with the Superintendent

and the Association. The grievant may be accompanied by a representative of the Association and shall notify the immediate administrative supervisor prior to the conference. If the grievant chooses to have an Association representative present, then the immediate administrative supervisor may have another person present.

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

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

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

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

3029 **SUPPLEMENTAL PROCEDURAL CONDITIONS**

3030
3031 Each side in any grievance hearing may have present individuals who will provide relevant
3032 information they have to aid the grievant and/or the District administration in the adjustment of
3033 the grievance with full assurance that no reprisal will follow by reason of their involvement in the
3034 grievance hearing. All documents, communications and records dealing with the processing of
3035 grievances shall be maintained in a file separate from the grievant's district personnel file, and
3036 upon the adjustment of the grievance, such documents, communications, and records shall be
3037 destroyed or returned to the personnel file if they were originally in that file, e.g., transcripts,
3038 letters or memorandums bearing on the grievance etc.

3039
3040 In Steps 1 and 2 of the grievance process, any party may be represented by a person of their
3041 choosing, except that they may not be represented by an officer of any competing teacher
3042 organization. Representation in arbitration for the grievant and/or Association shall be
3043 determined by the Association. When a grievant is not represented by the Association, the
3044 Association shall have the right to be present at all stages.

3045
3046 Failure at any step of this procedure to communicate the decision in mutual consent shall permit
3047 the grievant to proceed to the next step. Failure at any step of this procedure to appeal a
3048 grievance to the next step within the specified time limits shall be deemed to be acceptance of
3049 the decision rendered at that step.

3050
3051 Nothing contained in this Article or elsewhere in the Agreement shall be construed to prevent
3052 any individual from presenting or processing a grievance and having it adjusted without
3053 intervention or representation by the Association if the adjustment is not inconsistent with the
3054 terms of this Agreement.

3055
3056 It will be the practice of all parties' interest to process grievances after the regular workday or at
3057 other times which do not interfere with assigned duties; provided, that upon mutual agreement
3058 by the grievant and the person or persons by whom the grievance is being processed,
3059 proceedings may be held during regular working hours, and the grievant released from assigned
3060 duties without loss of pay.

3061
3062 **ARTICLE VII: MEMORANDUMS OF UNDERSTANDING**

3063
3064 2021-2022 School Year COVID MOU.

HOCKINSON SCHOOL DISTRICT #98

COUNSELOR EVALUATION REPORT

	Type of Evaluation
NAME _____	Annual
SCHOOL _____	90 Day
SUPPORT ASSIGNMENT _____ (Specify if less than full-time)	Other

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

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 |

APPENDIX A

Comments: _____

KNOWLEDGE OF AND SCHOLARSHIP IN SPECIAL FIELD:

S UN NA

- | | | |
|--|----|--|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | A. | Demonstrates an understanding of current counseling processes and practices |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | B. | Demonstrates an understanding of the K-12 educational program; is aware of curriculum scope and sequence |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | 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

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

Comments: _____

ESA AS A PROFESSIONAL:

S UN NA

- | | | |
|--|----|---|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | A. | Participates in continuing education, in-service and workshops relative to counseling |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | B. | Maintains current ESA certification |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | C. | Attends building and district counselor meetings |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | D. | Establishes personal goals and participates in the development of group goals |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | E. | Demonstrates understanding of legal guidelines and the professional code of ethics |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | 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 |

S UN NA

- | | | | | |
|--------------------------|--------------------------|--------------------------|----|---|
| <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
(Specify if less than full-time)

☐ Other

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

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

Comments: _____

KNOWLEDGE OF AND SCHOLARSHIP IN SPECIAL FIELD:

S UN NA

- | | |
|--|---|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | A. Possess and maintains competence in subject matter |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | B. Exhibits theoretical background and knowledge of the principals and methods of library science and instruction |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | C. Demonstrates competence in selection and use of print media |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | D. Demonstrates competence in selection and use of non-print media |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | E. Keeps current in all aspects of the library/media program |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | F. Uses correct oral and written English |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | 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
(Specify if less than full-time)

☐ Other

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

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

Comments:

KNOWLEDGE OF SUBJECT MATTER:

S UN NA

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

Comments:

INSTRUCTIONAL SKILL:

S UN NA

- | | |
|--|---|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | A. Clearly states instructional objectives connected to GLEs to students |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | B. Utilizes teaching techniques which are consistent with the selected objectives |
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | C. Implements lesson plans, but permits flexibility |

S UN NA

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | D. Gives explanations, assignments and directions clearly |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | E. Makes reasonable and appropriate assignments |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | F. Helps students develop acceptable work habits and study skills |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | G. Paces instruction suitable for the activity and the class |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | H. Provides a variety of activities and uses a variety of materials available in keeping with the maturity and attention span of students |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | I. Checks for student understanding and modifies instructional plan as needed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | J. Uses a variety of assessment strategies and data to monitor and improve instruction |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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

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

Comments:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

S UN NA

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | A. Establishes clear parameters for student conduct and maintains order and discipline in the classroom |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | B. Shows consistency and fairness to all students |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | C. Uses positive and negative consequences as appropriate |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | D. Encourages students to develop courtesy, self-discipline, respect and responsibility |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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

**HOCKINSON SCHOOL DISTRICT NO. 98
CERTIFICATED NON-CLASSROOM TEACHER
SHORT FORM SUMMATIVE EVALUATION**

Employee's Name _____

Building _____ Evaluator _____

Date of Observation ____/____/____ min. Announced ____ Unannounced ____

S=Meets District Criteria NI=Needs Improvement U=Does not meet District Criteria

1. Professional Preparation and Scholarships	S	NI	U
2. Knowledge of Subject Matter	S	NI	U
3. Instructional Skills	S	NI	U
4. Classroom Management	S	NI	U
5. Handling Student Discipline	S	NI	U
6. Interest in Teaching Students	S	NI	U
7. Effort toward Improvement when needed	S	NI	U

*** Note: Any NI or U ratings require the use of the long form**

Comments _____

Evaluator's Signature: _____ Date: _____

Certificated Employee's Signature: _____ Date: _____

Note: Employee's signature indicates only that s/he has read and received a copy of this evaluation, not necessarily that s/he agrees with the content. Evaluator and/or Employee comments may be attached.

Evaluation Completion Criteria

1. Definition: The term "short form employee" is any employee who has been employed by the District for four (4) years with satisfactory evaluations, provided that any such employee may opt out of short form status for any full year.
2. Negative Evaluation Bar: The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210 (RCW 28A.67.070) or RCW 28A.405.220 (RCW 28A.67.072). The short form evaluation may be used only in those cases where the evaluator reports "satisfactory."
3. Observations: Short form employees shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes.
4. Frequency of Evaluation: Short form employees shall be evaluated one (1) time per year, which shall be completed no later than June 1.
5. Removal from short form: If the evaluator or employee has reason to believe that the short form option should be dropped during the year, written notification must be given of the reason(s) for the decision by February 1.

HOCKINSON EDUCATION ASSOCIATION
2021-2022 FINAL SALARY SCHEDULE

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0	\$51,749	\$53,146	\$54,594	\$56,046	\$60,704	\$62,042	\$66,700	\$69,702
1	\$52,446	\$53,862	\$55,330	\$56,845	\$61,551	\$62,732	\$67,438	\$70,419
2	\$53,109	\$54,541	\$56,022	\$57,654	\$62,347	\$63,427	\$68,119	\$71,133
3	\$53,794	\$55,239	\$56,735	\$58,420	\$63,103	\$64,085	\$68,765	\$71,853
4	\$54,463	\$55,972	\$57,479	\$59,220	\$63,931	\$64,776	\$69,486	\$72,597
5	\$55,155	\$56,672	\$58,193	\$60,033	\$64,725	\$65,476	\$70,172	\$73,342
6	\$55,869	\$57,350	\$58,925	\$60,857	\$65,527	\$66,194	\$70,867	\$74,054
7	\$57,120	\$58,623	\$60,218	\$62,254	\$66,995	\$67,542	\$72,280	\$75,558
8	\$58,951	\$60,538	\$62,171	\$64,375	\$69,179	\$69,659	\$74,465	\$77,860
9	\$58,951	\$62,520	\$64,235	\$66,515	\$71,433	\$71,800	\$76,719	\$80,232
10	\$58,951	\$62,520	\$66,322	\$68,769	\$73,751	\$74,055	\$79,038	\$82,667
11	\$58,951	\$62,520	\$66,322	\$71,088	\$76,178	\$76,372	\$81,466	\$85,165
12	\$58,951	\$62,520	\$66,322	\$73,333	\$78,670	\$78,784	\$83,955	\$87,769
13	\$58,951	\$62,520	\$66,322	\$73,333	\$81,223	\$81,277	\$86,510	\$90,435
14	\$58,951	\$62,520	\$66,322	\$73,333	\$83,787	\$83,845	\$89,242	\$93,203
15	\$58,951	\$62,520	\$66,322	\$73,333	\$85,969	\$86,025	\$91,562	\$95,625
16	\$58,951	\$62,520	\$66,322	\$73,333	\$87,688	\$87,744	\$93,393	\$97,538

HOCKINSON EDUCATION ASSOCIATION
2022-2023 FINAL SALARY SCHEDULE

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	MA-0	MA-45	MA-90
0.00	\$55,872	\$57,381	\$58,945	\$60,512	\$65,541	\$66,986	\$72,015	\$75,257
1.00	\$56,625	\$58,155	\$59,739	\$61,375	\$66,457	\$67,731	\$72,812	\$76,030
2.00	\$57,341	\$58,887	\$60,486	\$62,249	\$67,315	\$68,481	\$73,547	\$76,801
3.00	\$58,081	\$59,641	\$61,256	\$63,075	\$68,132	\$69,192	\$74,245	\$77,579
4.00	\$58,804	\$60,433	\$62,060	\$63,939	\$69,025	\$69,938	\$75,023	\$78,382
5.00	\$59,551	\$61,188	\$62,830	\$64,817	\$69,883	\$70,694	\$75,764	\$79,186
6.00	\$60,322	\$61,921	\$63,620	\$65,707	\$70,749	\$71,469	\$76,515	\$79,956
7.00	\$61,672	\$63,294	\$65,017	\$67,216	\$72,334	\$72,924	\$78,040	\$81,580
8.00	\$63,649	\$65,362	\$67,126	\$69,505	\$74,692	\$75,211	\$80,399	\$84,065
9.00	\$63,649	\$67,502	\$69,354	\$71,818	\$77,125	\$77,522	\$82,833	\$86,625
10.00	\$63,649	\$67,502	\$71,607	\$74,250	\$79,629	\$79,957	\$85,336	\$89,255
11.00	\$63,649	\$67,502	\$71,607	\$76,753	\$82,249	\$82,458	\$87,958	\$91,952
12.00	\$63,649	\$67,502	\$71,607	\$79,177	\$84,940	\$85,062	\$90,646	\$94,764
13.00	\$63,649	\$67,502	\$71,607	\$79,177	\$87,695	\$87,754	\$93,404	\$97,641
14.00	\$63,649	\$67,502	\$71,607	\$79,177	\$90,464	\$90,526	\$96,353	\$100,630
15.00	\$63,649	\$67,502	\$71,607	\$79,177	\$92,820	\$92,880	\$98,859	\$103,245
16.00	\$63,649	\$67,502	\$71,607	\$79,177	\$94,676	\$94,736	\$100,836	\$105,310

CO-CURRICULAR and EXTRACURRICULAR CONTRACTS

Effective 2021-2022

CO-CURRICULAR	BA-15	\$	53,146
High School			
Jazz Band Activities outside of class	7.00%	\$	3,720
Marching Band	7.00%	\$	3,720
Concert Band	7.00%	\$	3,720
Pit Orchestra (for musical, 1x)	4.00%	\$	2,126
Choir	3.50%	\$	1,860
Drama (per play, max 3)	4.00%	\$	2,126
Middle School			
General Music	6.50%	\$	3,454
Jazz Band (zero period)	6.50%	\$	3,454
Marching Band	3.50%	\$	1,860
Choir	3.50%	\$	1,860
Flag Team	2.00%	\$	1,063
Elementary School			
Music (6 concerts/year = \$885.83/per)	10.00%	\$	5,315
<hr/>			
EXTRACURRICULAR	Base	\$	53,146
High School			
Pep Band	6.00%	\$	3,189
Journalism	7.00%	\$	3,720
Math Olympiad	5.00%	\$	2,657
Science Olympiad	5.00%	\$	2,657
Knowledge Bowl	5.00%	\$	2,657
National Honor Society	2.00%	\$	1,063
ASB Advisor	5.00%	\$	2,657
Class Advisors (4)	2.00%	\$	1,063
Debate	7.00%	\$	3,720
Robotics Liason	2.00%	\$	1,063
FBLA	7.00%	\$	3,720
Middle School			
Journalism	6.50%	\$	3,454
Math Olympiad	2.50%	\$	1,329
Math Counts	1.00%	\$	531
Knowledge Bowl	3.50%	\$	1,860
ASB Governor	2.50%	\$	1,329
Geography Bee	0.50%	\$	266
Spelling Bee	0.50%	\$	266
Activity/Academic Model (per coach)	1.00%	\$	531
Debate	3.50%	\$	1,860
FBLA	4.00%	\$	2,126
History Day	4.00%	\$	2,126
STEM Girls Club (per coach)	4.00%	\$	2,126
Mentor Club	4.00%	\$	2,126
Elementary School			
Math Olympiad	2.50%	\$	1,329
Science Olympiad	2.50%	\$	1,329
Science Fair	1.00%	\$	531
Citizenship Advisor	1%	\$	531
5th Gr Band Assis (If > 35 st)	15%	\$	7,972

CO-CURRICULAR and EXTRACURRICULAR CONTRACTS

Effective 2022-2023

CO-CURRICULAR	BA-15	\$	57,381
High School			
Jazz Band Activities outside of class	7.00%	\$	4,017
Marching Band	7.00%	\$	4,017
Concert Band	7.00%	\$	4,017
Pit Orchestra (for musical, 1x)	4.00%	\$	2,295
Choir	3.50%	\$	2,008
Drama (per play, max 3)	4.00%	\$	2,295
Choreography Stipend		\$	1,000
Middle School			
General Music	6.50%	\$	3,730
Jazz Band (zero period)	6.50%	\$	3,730
Marching Band	3.50%	\$	2,008
Choir	3.50%	\$	2,008
Flag Team	2.00%	\$	1,148
Elementary School			
Music (6 concerts/year = \$956.33/per)	10.00%	\$	5,738
Music (Band x 2)			
EXTRACURRICULAR	Base	\$	57,381
High School			
Pep Band	6.00%	\$	3,443
Journalism	7.00%	\$	4,017
Math Olympiad	5.00%	\$	2,869
Science Olympiad	5.00%	\$	2,869
Knowledge Bowl	5.00%	\$	2,869
National Honor Society	2.00%	\$	1,148
ASB Advisor	5.00%	\$	2,869
Class Advisors (4)	2.00%	\$	1,148
Debate	7.00%	\$	4,017
Robotics Liason	2.00%	\$	1,148
FBLA	7.00%	\$	4,017
Mock Trial	7.00%	\$	4,017
Middle School			
Journalism	6.50%	\$	3,730
Math Olympiad	2.50%	\$	1,435
Math Counts	1.00%	\$	574
Knowledge Bowl	3.50%	\$	2,008
ASB Governor	2.50%	\$	1,435
Geography Bee	0.50%	\$	287
Spelling Bee	0.50%	\$	287
Activity/Academic Model (per coach)	1.00%	\$	574
Debate	3.50%	\$	2,008
FBLA	4.00%	\$	2,295
History Day	4.00%	\$	2,295
STEM Girls Club (per coach)	4.00%	\$	2,295
Mentor Club	4.00%	\$	2,295
Elementary School			
Math Olympiad	2.50%	\$	1,435
Science Olympiad	2.50%	\$	1,435
Science Fair	1.00%	\$	574
Citizenship Advisor	1%	\$	574
5th Gr Band Assis (If > 35 st)	15%	\$	8,607

Time, Responsibility, and Incentive (TRI) Hour Contract Verification for 2021-2022

Employee Name	Location	Annual Amount (1.0 % of Base Contract)
---------------	----------	--

Employees have the opportunity under Article IV, Section F of the HEA 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) Enrichment Activities

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

HEA/HSD COVID MOU 2021-2022

Face Coverings: All employees, students and building visitors shall properly wear a cloth mask that has multiple layers and/or a surgical mask that covers the chin, mouth, and nose while indoors at any district facility or in any district vehicles. A variety of acceptable masks will be made available to all staff members by the school district i.e. small supply of cloth masks, surgical masks, Kn95, etc.. Additional PPE i.e. face shield, plexiglass barriers, gloves, etc. will be made available by the district if needed. (Unless otherwise instructed.)

Staff Lunches: Staff will maintain six feet of distance from others while eating. The district strongly discourages communal gatherings during times of high case rates. (Unless otherwise instructed.)

Physical Distancing: Breaking social distance is considered being less than six feet of distance for a cumulative of fifteen minutes over a twenty-four hour period.

Dual Platforms

Educators teaching both HVA and in-person will be compensated a \$700 stipend for their overload work.

Transition to a remote environment: If the district is shut down or if a classroom is forced to quarantine, educators can no longer provide regular in-person learning, the district will provide educators one work day to transition to their distance learning platform or transition into a cohort model and will apply for a hardship waiver from OSPI.

Subs need to be provided for educators that are out sick even if the class is in remote learning.

Educators will not be required to be in the building during remote learning with exception to special programs. Any educator required to provide in-person learning while in a remote learning environment will be eligible for 7 days of COVID leave if they test positive up to two times with a max of 14 days.

No educator will be required to teach in-person and remote students simultaneously. This does not apply for educators serving in Special Programs.

Distance learning will become a cohort model for Elementary School with an AB schedule.

School Closures: If the district decides to close buildings without transitioning to remote learning - these days would be treated as would weather-related closures. No educators would be required to provide any remote or in-person support. If available - the district would petition the state to forgive any days missed due to the closure and the rest would be added to the end of the school year.

Any decision about a temporary change to schedule or learning mode will apply to all three Hockinson schools.

Related Service Providers i.e. SLPs, Psychs, OT, etc. (IN RESPONSE TO ABOVE)

If students can not receive services in their assigned school setting, whenever possible, students will come to the district office to receive in-person services OR the student and educator will communicate via a virtual platform. When these two options are not a possibility for the student, district administration will communicate with families on masking requirements when providers are in the home. Certificated staff members will not be required to provide in-home services during the pandemic. Any certificated staff member who agrees to provide home services will be provided with hand sanitizer, Kn95 masks, gloves, and/or other appropriate PPE. We will explore contracting services and substitute services for these instances. If we are unable to hire these services out, we will come together to discuss how we meet the student's needs. We will agree to provide a certificated traveling partner and/or administrator when deemed necessary for the service provider for their safety.

Meetings: Whenever possible, zoom meetings will be held. Staff members are encouraged to have their cameras on.

Covid Leave:

- If an employee tests positive for COVID-19, the employee will receive up to seven (7) days maximum in the 21-22 school year. (Processed retroactively to 9/1/21)
- Shared leave requests may be made with a COVID 19 positive diagnosis.
- Paid Family Medical Leave may be made with a COVID 19 positive diagnosis.
<https://paidleave.wa.gov/coronavirus/>

Consistent with the Health Emergency Labor Standards Act (HELSEA), school employees are considered frontline workers and as such if the employee contracts COVID 19, provides proof of diagnosis and that there is a preponderance of evidence indicating they contracted the virus from the workplace they may be entitled to Workers Compensation or Paid Family Medical Leave. Worker's Comp claim instances, if qualified, are subject a potential waiting period as defined by L&I. This could include any necessary medical care and time-loss.

If ordered to quarantine from a work exposure, employees may also be eligible for worker's comp in the form of Time-Loss. All worker's compensation claims are filed with our Worker's Compensation Trust and benefits determined by L&I.



Megan Miles, HEA President



Steve Marshall, Superintendent

Hockinson Virtual Academy

MOU between HEA/HSD

The Hockinson Virtual Academy is an important learning opportunity for our students and families. This MOU clarifies expectations relating to staffing and compensation relating to this electronic instruction/credit recovery platform.

Hockinson Virtual Academy placement will follow current collective bargaining agreement. HVA will be considered another section in the master schedule. Considerations could be: Teacher interest, Teacher FTE, endorsements held, prior experience with online educational software.

For secondary teachers, HVA caseload will not exceed sixty (60) sections per allocated .2 FTE (annual). If a teacher is split between in-person and HVA, class size daily limits will always be prorated for in-person portion of FTE (.8 FTE x 150 daily equals 120 max in-person). Regardless of the in- person/HVA mix, HVA class size will not be prorated unless combined caseloads exceed **200** daily.

Examples:

.8 FTE in-person x 150 daily = 120, .2 FTE HVA = 60 for a total caseload of 180.

.6 FTE in-person x 150 daily = 90, .4 FTE HVA = 110 to reach 200 max caseload.

.4 FTE in-person x 150 daily = 60, .6 FTE HVA = 140 to reach 200 max caseload.

.2 FTE in-person x 150 daily = 30, .8 FTE HVA = 170 to reach 200 max caseload.

Caseloads will be tracked on the count days and students above this combined maximum will trigger overload compensation. Overload for in-person classes will follow overload language as written per section. Overload for HVA will be triggered not by section, but by overall HVA caseload cap. Overload for HVA classes will be paid at half the rate of in-person overload as agreed in CBA. (i.e \$2.80 in person, \$1.40 HVA). Overload for in-person will be triggered by class size, overload for HVA will be triggered by exceeding daily HVA caseload maximum, or overload will also be triggered by exceeding 200 daily max.

Any teacher whose assignment is split between in person/HVA will receive a \$25 stipend per HVA course, per semester. This stipend will be paid at the end of each semester.

HVA educators will post and facilitate two, 1-hour open Zoom sessions to assist students. All other working conditions remain the same.

TA 12:50 pm 08/22/2022

christine.parker@hocksd.org

Christine Parker, HEA President

Steve Marshall

Steve Marshall, Superintendent

HEA/HSD COVID MOU 2022-2023

Hockinson School District and Hockinson Education Association are committed to the safety of students, staff, and community. These guidelines are in place to keep staff and students healthy and to keep our schools open and fully operational.

Face Coverings: All employees, students and building visitors shall follow state recommendations on indoor masking. Masks, including KN95, will be provided by the district. Additional PPE i.e. face shield, plexiglass barriers, gloves, etc. will be made available by the district if needed. (Unless otherwise instructed.)

Physical Distancing: The district encourages all staff to follow physical distancing when congregating for meetings, lunches, etc. Staff are also encouraged to follow other preventive practices such as enhancing ventilation by opening windows, etc.

Transition to a remote environment: If state or local authorities require the district to shut down or put a classroom into quarantine and educators can no longer provide regular in-person learning:

The district will provide educators one work day to transition to their distance learning platform or transition into a cohort model and will apply for a hardship waiver from OSPI.

Subs need to be provided for educators that are out sick even if the class is in remote learning.

Educators will not be required to be in the building during remote learning with exception to special programs.

Outside of FTE assigned for Hockinson Virtual Academy, no educator will be required to teach in-person and remote students simultaneously. This does not apply for educators serving in Special Programs.

In recognition of the challenges of remote learning for younger learners, a move to distance learning will become a cohort model for Elementary School with an AB schedule, if permitted.

School Closures: If the district decides to close buildings without transitioning to remote learning - these days would be treated as would weather-related closures. No educators would be required to provide any remote or in-person support. If available - the district would petition the state to forgive any days missed due to the closure and the rest would be added to the end of the school year.

Any decision about a temporary change to schedule or learning mode will apply to all three Hockinson schools.

Related Service Providers i.e. SLPs, Psychs, OT, etc. (IN RESPONSE TO ABOVE)

If students cannot receive services in their assigned school setting, whenever possible, students will come to the district office to receive in-person services OR the student and educator will communicate via a virtual platform. When these two options are not a possibility for the student, district administration will communicate with families on masking requirements when providers are in the home. Certificated staff members will not be required to provide in-home services during the pandemic. Any certificated staff member who agrees to provide home services will be provided with hand sanitizer, Kn95 masks, gloves,

and/or other appropriate PPE. We will explore contracting services and substitute services for these instances. If we are unable to hire these services out, we will come together to discuss how we meet the student's needs. The HSD will agree to provide a certificated traveling partner and/or administrator when deemed necessary for the safety of the service provider.

Meetings: In-person meetings are important for staff engagement and school community. Building principals will ensure in-person meetings will observe physical distancing and other mitigating measures as deemed necessary i.e. static seating for the duration of that particular meeting, hand sanitizer, masks, fans, windows, etc. Principals will consider Zoom when the community infection level is high, there is an outbreak, or if the material covered lends itself to a remote format.

Covid Leave:

- Shared leave requests may be made with a COVID 19 positive diagnosis that incapacitates a member for more than 10 school days as verified by a medical doctor.
- Paid Family Medical Leave may be made with a COVID 19 positive diagnosis.

<https://paidleave.wa.gov/coronavirus/>

Any HSD staff member who did not previously use COVID leave in prior school years and who tests positive for COVID will receive up to 5 days of COVID leave. The positive COVID test must be administered at the HSD Testing Center or doctor's office. If testing is performed outside of the HSD, test results must be submitted to the district office before leave will be granted.

COVID leave will terminate at the end of the 2022-23 school year or sooner if and when the DOH lifts the isolation requirement for individuals who test positive.

Consistent with the Health Emergency Labor Standards Act (HELSEA), school employees are considered frontline workers and as such if the employee contracts COVID 19, provides proof of diagnosis and that there is a preponderance of evidence indicating they contracted the virus from the workplace they may be entitled to Workers Compensation or Paid Family Medical Leave. Worker's Comp claim instances, if qualified, are subject to a potential waiting period as defined by L&I. This could include any necessary medical care and time-loss.

If ordered to quarantine from a work exposure, employees may also be eligible for worker's comp in the form of Time-Loss. All worker's compensation claims are filed with our Worker's Compensation Trust and benefits determined by L&I.

TA 12:34 pm 08/22/2022

Christine Parker

9/1/2022

Christine Parker, HEA President

Steve Marshall

8/31/2022

Steve Marshall, Superintendent

HEA/HSD HHS Credit Recovery MOU 2022-2023

HHS Credit Recovery can be taken in two formats:

- In-person in which students attend a HHS period of Credit Recovery
- Non-in-person in which students do not attend a HHS period of Credit Recovery (these students will be referred to as "virtual" credit recovery students moving forward)

The caseload for .2 credit recovery FTE will not exceed 60 sections total

- 1 virtual credit recovery student course will count as .5 sections of the 60 section total
- 1 in-person student will count as 1 section
- In person students will not exceed 20 on count day
- Sections will be counted on count day each month with exception to September where it will be counted daily and the highest point in the month will be used to calculate overload

The remaining credit recovery caseload can be supplemented with HVA sections at a rate of 1 HVA section = 1 credit recovery section.

Example:

October 1st credit recovery count = 40 virtual student courses

- 40 virtual student courses = 20 sections (40x.5)

60 sections - 20 sections = 40 sections remaining

40 HVA sections can be supplemented into the credit recovery caseload for October

February 1st credit recovery count = 60 virtual student courses and 15 in-person students

- 60 virtual student courses = 30 sections (60x.5)

30 virtual sections + 15 in-person students = 45 sections

60 sections - 45 sections = 15 sections remaining

15 HVA sections can be supplemented into the credit recovery caseload for November

Christine Parker

Christine Parker, HEA President

Steve Marshall

Steve Marshall, Superintendent