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K#: **800113**

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Location: **WA Seattle**

Union: **Highline Education Association, National Education Association (NEA)**

Local:

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Sector: **L**

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# 80013

**Collective Bargaining Agreement**

*between*

**HIGHLINE EDUCATION ASSOCIATION**

*and*

**HIGHLINE SCHOOL DISTRICT 401**

1,050  
Teachers



**September 1, 2001 - August 31, 2003**

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**ARTICLE I**

**PREAMBLE**

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

**WITNESSETH**

WHEREAS, the parties to this Agreement are committed to a relationship based upon mutual trust, confidence and cooperation, and

WHEREAS, the District has a statutory obligation, pursuant to the Educational Employment Relations Act, RCW 41.59, to bargain with the Association as the exclusive representative of the employees covered by this Agreement with respect to wages, hours and terms and conditions of employment,

In consideration of the preceding mutual covenants, it is hereby agreed as follows:

**ARTICLE II**

**RECOGNITION**

- A. The District hereby recognizes the Association as the exclusive representative for all personnel who are appointed to non-supervisory certificated positions, except that nothing contained herein shall be construed to include in the bargaining unit the following: The Superintendent of Schools; Assistant Superintendents; Administrative Assistants to the Superintendent; Directors (Program and Project); Assistant Directors; Coordinators; Principals; Vice-Principals; all certificated personnel hired as management consultants; casual personnel and all confidential employees.
- B. Employment pool personnel shall be represented by the Association to the extent they are eligible for representation as provided for in Article XX (Layoff and Recall), Paragraph A.8.
- C. Staff members on leave of absence shall be represented by the Association to the extent they are eligible for representation as provided for in Article XXX (Leaves of Absence).

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**ARTICLE III**

**DEFINITIONS**

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

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

**ARTICLE IV**

**STATUS OF AGREEMENT**

- A. Throughout this Agreement, certain rights and functions are accorded and ascribed to the Association. These rights and functions are afforded to the Association as the authorized representative under RCW 41.59 for all staff members covered under this Agreement.
- B. This Agreement shall become effective when ratified by the Association and the Board and then executed by authorized representative(s) thereof and may be amended or modified only with mutual consent of the signatory organizations.
- C. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which are contrary to or inconsistent with its terms.

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**ARTICLE V**

**COMPLIANCE WITH AGREEMENT**

The individual employee contract shall be subject to and consistent with the terms of this Agreement.

**ARTICLE VI**

**CONFORMITY TO LAW**

- A. This Agreement shall be governed and construed according to the constitution and laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any staff member or group of employees covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.
- B. If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations concerning said provisions as soon thereafter as is reasonably possible, pursuant to RCW 41.59.

**ARTICLE VII**

**DISTRIBUTION OF CONTRACT**

Following ratification by both parties, the District shall, within thirty (30) days, unless there are extenuating circumstances beyond the control of either party, print and distribute one copy of this Agreement and all amendments to each staff member and all new hires covered by this Agreement and fifty (50) copies to the Association. The Association shall reimburse the District for the cost of paper used.

**ARTICLE VIII**

**MAINTENANCE OF STANDARDS**

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries or other monetary employee benefits.

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**ARTICLE IX**  
**APPENDICES**

Appendices are an integral part of this Agreement and by this reference incorporated herein.

**ARTICLE X**  
**ASSOCIATION RIGHTS**

- A. The Association shall have the exclusive rights to membership fees and dues deductions from the salaries of its members subject to the provisions of the law.
- B. The Association shall have the exclusive right to represent a staff member's grievance, subject to the staff member's rights pursuant to RCW 41.59.090.
- C. The parties agree that the staff members who attend Association conferences or meetings which are held at the staff member's work site and during an involved staff member's
  - 1. duty-free lunch period,
  - 2. recess (if the staff member is not responsible for student supervision responsibilities), or
  - 3. either of the thirty minute periods before and after school (if the staff member is not responsible for specific student or patron contact) are not violating their contractual obligations with the District. Attendance at Association meetings or conferences during a staff member's planning period should be restricted to those periods when the meeting cannot be reasonably scheduled at another time. Association representatives who attend or have obligations for such meetings or conferences have the responsibility for notifying the appropriate administrator at least twelve hours in advance of the anticipated starting time that such a meeting or conference is planned; if there is an emergency, the administrator will be notified as soon as reasonably possible of the meeting or conference. Further, the Association representative shall be responsible for scheduling the meeting with the administrator and ascertaining whether the desired time, date, place and size of the group can be accommodated. The Association agrees that such conferences or meetings will not in any way hamper or obstruct the instructional program or the delivery of services. The Association agrees not to hold conferences or meetings on District property where the purpose is to organize or conduct a work stoppage or at times other than those described above.
- D. The Association has the right and responsibility to represent the interest of all staff members in the unit pursuant to RCW 41.59.

1 Article X (Association Rights)  
2

3 E. The Association will have the privilege of using school building facilities for  
4 meetings outside of school hours pursuant to the following guidelines:  
5

6 1. The buildings and grounds of the District are primarily for school district  
7 use. No use of facilities will be approved which interferes with the  
8 school program.  
9

10 2. Before a District facility may be used, approval must be obtained on the  
11 appropriate District application form.  
12

13 F. The Association shall have the right, to the exclusion of rival labor organizations,  
14 to use the District mail services, except as otherwise required by law.  
15

16 G. 1. The District will make a reasonable attempt to provide a bulletin board  
17 space in each school for use by the Association. Bulletins posted by the  
18 Association are the responsibility of the officials of the Association and  
19 shall be limited to official Association business. Each bulletin shall be  
20 signed by the Association representative responsible for posting.  
21 Unsigned notices or bulletins may not be posted. There shall be no  
22 posting of literature by representatives of the Association on District  
23 property other than as herein provided.  
24

25 The responsibility for the prompt removal of notices from the bulletin  
26 board after they have served their purpose will rest with the individual  
27 who posted such notices.  
28

29 2. Any violation of this section by the Association or its agents acting under  
30 the direction of the Association as determined by the District, shall void  
31 immediately the provisions under this section and prohibit the  
32 Association's further use of bulletin boards. Upon such determination by  
33 the District, the Association shall be so notified.  
34

35 3. The District shall not assume the responsibility of any liability for notices  
36 posted.  
37

38 H. The District shall furnish to the Association agendas, supplemental agendas and  
39 minutes of regular Board meetings, student enrollment in the District and other  
40 information which must be available as required by law, including a list of names,  
41 addresses and phone numbers of the staff members covered by this Agreement;  
42 provided a written request is submitted to the Superintendent or designee in  
43 advance and such request specifies the information desired. The District may  
44 charge a reasonable fee for any materials furnished.  
45

46 I. Whenever Association representatives are mutually scheduled with the District's  
47 representatives to participate in grievance matters during working hours, said  
48 representatives shall suffer no loss of pay and the cost for a substitute, if required,  
49 shall be borne by the Association.  
50  
51

1 Article X (Association Rights)

2  
3 J. If, by mutual agreement, negotiations are scheduled during the work day, the  
4 Association shall reimburse the District for the cost of salaries and fringe benefits  
5 of Association representatives involved, unless the District agrees otherwise.  
6

7 K. Building administrators and Association representatives from the building are  
8 encouraged to meet at mutually agreeable times to discuss matters of mutual  
9 concern. Such individuals shall have no authority to reach decisions which would  
10 after this Agreement.  
11

12 L. The Association representative may call meetings of staff members during the  
13 work day where such meetings do not interfere with regular scheduled classes and  
14 with previous approval of the appropriate administrator.  
15

16 M. Association and District representatives shall meet from time to time by mutual  
17 agreement to discuss matters of mutual concern.  
18

19 N. President and Member Release  
20

21 1. President's Release:  
22

23 The President of the Highline Education Association shall be granted  
24 release time for his/her contractual work year up to a maximum of three  
25 consecutive school years for any one person.  
26

27 The District shall make salary payments, annual sick leave cash-out  
28 benefits to and insurance contributions on behalf of the President as if  
29 he/she were not on release time, provided that the Association shall  
30 reimburse the District for these costs.  
31

32 2. Member's Release:  
33

34 Members of the Highline Education Association may, upon written  
35 request, be granted release time up to a maximum of sixty-five (65) days  
36 during the school year as approved by the Superintendent/designee  
37 provided, however, no individual member may be released more than nine  
38 (9) days nor may more than seventeen (17) individuals be released on any  
39 day; provided further, that the Uniserv Council Director and Uniserv  
40 Council President are limited to seventeen (17) days of release time per  
41 school year, none of which is deductible from the maximum total of days  
42 available for release. As soon as possible following the signing of this  
43 Agreement, the Association will submit the names of Association  
44 members along with the reason for the expected days desired to be absent  
45 for the school year if known. All additional requests must be submitted at  
46 least three (3) working days in advance of the expected day(s) of absence.  
47 Additional release time may be granted by the superintendent/designee  
48 upon written request.  
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1 Article X (Association Rights)

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

3. National Office:

The District shall grant a staff member up to twenty (20) days of release time per school year for the purpose of serving as an elected or appointed officer of the National Education Association. This release time shall be in addition to Member's Release (N.2. above).

4. General Provisions:

In the event that a state auditor, attorney general, court of competent jurisdiction or Public Employment Relations Commission contests the legality of the above arrangement, this Agreement shall thereupon be deemed null and void and all necessary adjustments, including but not limited to seniority, disability/emergency leave and other benefits, shall be made to conform to the law as determined by the auditor, attorney general, court of competent jurisdiction or Public Employment Relations Commission and the Association shall reimburse the District for any funds determined to have been paid in error.

In the event the Association fails to reimburse the District in advance as required above, the District may, at its discretion, cancel this lettered paragraph in its entirety.

The Association expressly agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorneys' fees or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this paragraph.

The District and the Association will cooperatively determine such counsel as is necessary to defend any acts brought against the District as a result of the performance pursuant to this paragraph and the District shall immediately notify the Association of any investigations, inquiries or suits relating to the performance of the terms and conditions of this paragraph.

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**ARTICLE XI**

**STAFF MEMBERS' RIGHTS**

- A. It is agreed that every staff member will have and will be protected in the exercise of the right, freely and without fear of penalty and reprisal, to join and assist the Association. The freedom of such employees who assist the Association will be recognized as extending to participation in management of the Association. The District will take action required or refrain from such action, in order to assure staff members that no interference, restraint, coercion or discrimination is allowed within the employer to encourage or discourage membership in the Association.
- B. No staff member shall be disciplined or discriminated against for any lawful Association activity and/or participation in lawful activities during non-working hours except as it directly prevents the staff member from properly performing his/her assigned functions during the regular or extended work day.
- C. Staff members shall not be discriminated against in any way by the District for the exercise of any rights guaranteed under the law. Satisfactory job performance is an appropriate concern of the District.
- D. The District will not require staff members to participate in commercial or charity fund solicitations. No staff member will engage in commercial or charitable solicitations during the work day or on school premises except with the express written consent of the District.
- E. The provisions of the Agreement shall be lawfully applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or the presence of any sensory, mental or physical handicap unless based upon a bona fide occupational qualification.
- F. The District and the Association affirm their adherence to the principles of free choice and agree that the obligations of law related to non-discrimination will be met by the Association and the District. Neither the District nor the Association will engage in discrimination of any kind that infringes on the civil or human rights of employees. The District acknowledges the right of its employees to a private and personal life.
- G. The District will utilize employee input when planning any new construction of educational facilities including related movement of staff. Except in an emergency, the District shall notify all staff members at least two (2) days in advance of any maintenance or construction that will prohibit instruction in the classroom.
- H. 1. Staff members shall be responsible for evaluation of the educational growth and development of each pupil assigned to them, and for making periodic reports to parents and guardians, and to designated school administrators. Grades and other evaluations of students by staff members will be: (1) adequately documented; (2) based on achievement; and (3) based on participation in working towards goals and objectives of the curriculum. If there has been a failure to comply with the grading

1 Article XI (Staff Members' Rights)  
2

3 practices herein outlined, the administrator may change the grade. If an  
4 administrative change is made to a letter grade or written comment on a  
5 periodic report, the staff member shall receive written notification.  
6

- 7 2. The classroom teacher will make the initial determination of the  
8 promotion or retention of each pupil assigned to his/her classroom. A  
9 classroom teacher who anticipates recommending retention of a pupil  
10 will notify the principal, and the parent or guardian of the pupil as far in  
11 advance as is reasonably possible. A staffing of the teacher, principal,  
12 parent or guardian and any necessary support personnel may be  
13 conducted to consider the teacher's recommendation. The classroom  
14 teacher shall be informed if a determination regarding promotion or  
15 retention is inconsistent with the classroom teacher's recommendation.  
16

17 I. Staff members, in the course of their duties and responsibilities towards the pupils  
18 assigned to them, will not be required to perform duties beyond the scope of their  
19 employment, which are normally the responsibility of the police, fire or animal  
20 control personnel.  
21

22 J. An updated district policy manual shall be available to staff members at each  
23 school building. Following Board adoption of policies and procedures, the  
24 contents will be shared in a timely manner with appropriate staff members.  
25

26 K. Staff members will be allowed to wear pins and/or other identification pursuant to  
27 law.  
28

29 L. Within a reasonable period of time, the immediate supervisor shall inform staff  
30 members about any parent concern which pertains to the staff member's  
31 relationship with one of his/her students.  
32

33 At the staff member's request the administrator shall attempt to arrange a  
34 conference to discuss the concern with the affected parties. The conference shall  
35 be arranged at a mutually convenient time with the individuals involved.  
36

37 Any detrimental statement about a staff member conveyed at such a conference  
38 will not be given credence unless substantiated by fact. District reports will not  
39 name the staff member until allegations can be substantiated by fact.  
40

41 M. Secondary classroom teachers will be allowed three (3) work days following the  
42 end of grading periods to complete and turn in student report cards/scan sheets.  
43 The final reports specific to special education IEPs are due one (1) week prior to  
44 the end of school. Staff members have the right to request clerical assistance if  
45 they are required to provide typewritten comments on the student's progress  
46 report/report card. Elementary classroom teachers will be allowed up to two (2)  
47 weeks, but no fewer than three (3) work days to complete report cards prior to  
48 each report card period. Elementary classroom teachers will have three (3) report  
49 card periods. The first reporting period will be in conjunction with the parent  
50 conferences. Elementary classroom teachers will communicate to parents the  
51 progress of their child prior to the eighth week of school. The teachers will  
52 document this communication.

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ARTICLE XII

WORKING CONDITIONS

A. Length of Work Day

1. The on-site work day for all staff members not otherwise provided for in this Article shall not exceed seven and one-half (7 1/2) hours, except for responsibilities referred to in Paragraph A.3., including a thirty (30) minute duty-free lunch. Staff members shall be available at their respective work sites for the benefit of pupils and patrons at least thirty (30) minutes before the students' school day begins and at least thirty (30) minutes after the students' school day ends. The work day for itinerant personnel is the same in hours as for all other staff members covered in this paragraph. Those staff members who are not assigned as part of a school faculty will construct their work day so as to fulfill their job requirements as arranged for with the immediate supervisor.
2. Staff members assigned to the Educational Resources and Administrative Center shall have a work day on-site between 8:00 a.m. and 5:00 p.m. Each staff member will receive a sixty (60) minute duty-free lunch period during this time. Such staff members will have an eight (8) hour work day, excluding lunch, with a flexible starting and lunch time, which is dependent upon the work site.
3. It is agreed that responsibilities dealing with school activities, school wide supervision and control will be shared by all staff members. The building administrator will establish a procedure to insure equitable participation. When a staff member has been assigned an activity and finds that he/she cannot fulfill the responsibility, the staff member is required to report this to the administrator in charge and the staff member will secure another staff member as a replacement, subject to the approval of the administrator.

Staff members may be required to contribute no more than five (5) additional hours per year over and above the on-site time specified in Paragraph A.1. Each staff member shall be assigned to specific activities, provided such activities do not exceed four (4) hours in duration.

The additional hours will encompass the required time for involvement in supervision of student activities and/or maintenance of order and discipline, and/or attendance at school related functions and/or class coverage as provided in Article XII.C.3. This paragraph is not to be construed to include the required participation in staff meetings, a school's annual open house or graduation, nor is it intended to imply that activities will be created for the sole purpose of utilizing all of the five (5) hours. The parties agree that staff members are encouraged to volunteer to participate in the supervision of student activities, and/or maintenance of order and discipline, and/or attendance at school-related functions.

1 Article XII (Working Conditions)  
2

3 Staff members who are required to commit in excess of five (5) hours as  
4 provided for in this section will be compensated at the rate of fifteen  
5 dollars (\$15.00) per hour for the time beyond the five (5) hours.  
6

- 7 4. The building principal, in consultation with each teacher, will schedule  
8 teacher planning time. Such planning time will occur either before, during  
9 and/or following the student instructional part of the teacher's work day.  
10
- 11 5. Staff members are required to attend staff meetings, unless specifically  
12 excused. Staff meetings may be scheduled either before, during or after  
13 the instructional day. Administrators are encouraged to end morning staff  
14 meetings at least ten (10) minutes before the instructional day begins.  
15 Staff meetings will be scheduled so that no staff member shall be required  
16 to attend more than two (2) staff meetings in any one calendar week.  
17 Building administrators are encouraged to conduct staff meetings, as much  
18 as possible, within the work day; however, if it is necessary for the staff  
19 meeting to exceed the normal work day, staff members will not be  
20 required to remain beyond the normal work day for more than forty-five  
21 (45) minutes  
22
- 23 6. Except in an emergency, staff members at the elementary level shall not be  
24 assigned to recess or before school playground duty.  
25

26 B. Instructional Time  
27

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

- 34 1. The kindergarten level requires that two (2) instructional sessions  
35 averaging two (2) hours thirty (30) minutes each which requires an  
36 average of three hundred (300) minutes each day of the year.  
37
- 38 2. All other levels shall require an average of three hundred (300) minutes of  
39 instruction each day for the year.  
40
- 41 3. Each building staff and principal shall meet, discuss and plan options to  
42 determine the use of early release/late start days for the purpose of  
43 improving student learning. Association representatives and principals  
44 will affirm annually that these discussions have occurred.  
45

46 This time is intended to be used for group activities, individual activities,  
47 and program planning to address a school's instructional/academic focus.  
48

49 Options for the use of this time include projects that reinforce building  
50 initiatives, lesson design work, curriculum planning, classroom work,  
51 grade level work, or teamwork, staff development, long-range planning,  
52 preparation, individual and team projects, observations, visitations, and

1 Article XII (Working Conditions)  
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3 development of themes and goals. The District and the Association  
4 recognize the value of group work and individual work to place in practice  
5 the school's plans for improving student learning. These days are not  
6 intended for the purpose of report cards, IEPs or routine correcting of  
7 papers. The Association and the District reserve the right to reinstate the  
8 1995-96 contract language at the end of the agreement.  
9

10 C. Non-Instructional Time  
11

12 1. Elementary teachers shall be provided with a minimum average of ninety-  
13 nine (99) minutes of non-instructional time each work day, exclusive of  
14 lunch and recesses, which includes planning time and thirty (30) minutes  
15 before and the thirty (30) minutes after the student instructional day.  
16 Elementary students (1-6) will be provided one hundred ninety-five (195)  
17 minutes per week of instruction by specialists/librarians. Each building  
18 faculty may collaboratively agree on alternative specialist services in lieu  
19 of music and physical education specialists.  
20

21 2. Non-elementary teachers shall be provided with a minimum of one  
22 hundred twenty (120) minutes of non-instructional time each work day,  
23 exclusive of lunch and recesses, which includes planning time and the  
24 thirty (30) minutes before and the thirty (30) minutes after the student  
25 instructional day.  
26

27 3. a. Equitable Class Coverage  
28

29 The building administrator will ensure equitable assignment of  
30 teachers when covering classes for absent teachers.  
31

32 b. Class coverage for other than substitute unavailability  
33

34 Use of staff members to provide coverage of another staff  
35 member's class will be assigned in as equitable a manner as  
36 possible; emergencies will be handled on a needs basis. Time spent  
37 covering classes, as directed by the principal, will be counted  
38 toward the fulfillment of the five (5) hours as provided in Article  
39 XII, Section A, Paragraph 3.  
40

41 c. Substitute Unavailability  
42

43 1) If the substitute dispatch office is unable to provide a  
44 substitute for an employee absence, then the certificated  
45 employee covering the class for that employee shall be paid  
46 as follows:  
47

48 a) Pay for lost planning time: Teachers covering  
49 classes during their planning time shall be paid the  
50 extra duty rate for each hour of class time  
51 coverage. If an employee absence requires  
52 coverage for one half (1/2) day or more, the

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2 Article XII (Working Conditions)  
3

4 building administrator must call immediately for a  
5 substitute. An employee covering a class less than  
6 thirty (30) minutes shall qualify for one-half (1/2)  
7 hour of compensation.  
8

9 An employee must cover a class for a minimum of  
10 thirty-one (31) minutes to qualify for one (1) hour  
11 of compensation  
12

13 b) Elementary PE and Music and Librarians:  
14 PE/Music/Librarian teachers who substitute instead  
15 of providing planning time may be compensated for  
16 lost planning time (section a) above.  
17 PE/Music/Librarian teachers are not expected to  
18 make up missed sections and are therefore not  
19 compensated when they substitute instead of  
20 providing planning time. The classroom teacher is  
21 compensated for the missed planning time (section  
22 a) above.  
23

24 c) Make up time: Non-supervisory certificated staff  
25 may claim up to five hours of time (at the extra duty  
26 rate on the salary schedule) for time required  
27 outside their regular work hours for work that must  
28 be 'made up' as a result of their 'substituting' and  
29 therefore inability to perform their regular duties.  
30 An extra duty claim is to be submitted for the extra  
31 hours worked outside the school day.  
32

33 d) Added responsibility: Staff members who are asked  
34 by the principal or designee to take on more  
35 responsibility than required by the contract shall be  
36 paid for up to five hours of extra responsibility (at  
37 the extra duty rate). No additional hours need be  
38 worked. If two or more teachers combine to cover  
39 for one missing substitute, the combined time paid  
40 will not exceed five hours.  
41

42 2) When an employee's pre-authorized attendance at a  
43 conference or workshop is revoked by the district due to the  
44 unavailability of a substitute, the District shall reimburse  
45 the employee for non-refundable expenses.  
46

47 D. Preparations - Non-Elementary  
48

49 Non-elementary teachers will not have more than three (3) preparations unless  
50 necessary, and then additional preparations would be assigned by mutual  
51 agreement between the teacher and the building administrator.  
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Article XII (Working Conditions)

- E. Staff members may leave the school grounds during the thirty (30) minute duty-free lunch period after notifying the building administrator or designee. Such right may be denied for emergency reasons. Staff members are required to obtain building administrator's approval to leave the school grounds at times other than the duty-free lunch period.
  
- F. The amount of time required at each level at each school will be consistent throughout the District; however, deviations from the scheduled hours may be required by the Superintendent.
  
- G. Elementary itinerant personnel who are assigned to classes in order to provide planning time for teachers shall have full responsibility for the students assigned to them. The regularly assigned teacher shall not be required to be present with their classes during their assigned planning periods.
  
- H.
  - 1. Each staff member, including itinerants and part-time employees, who normally require the use of a classroom in the exercise of his/her duties, shall have a classroom or an appropriate space assigned for his/her use. No staff member shall be required to move from classroom to classroom on a regular basis to perform his/her duties unless by individual preference, or when operating in a cluster model, or unless there is no other reasonable option.
  - 2. A separate desk with adequate drawer space and a serviceable chair shall be provided for each staff member.
  - 3. The District will provide suitable and secure space for each staff member to store personal articles and instructional materials.
  - 4. Teaching personnel shall be provided with a copy of the text(s) they are required to use for instruction in assigned subjects.
  - 5. The building administrator will schedule appropriate work space in cooperation with itinerants assigned to the building.
  - 6. Telephone facilities shall be made available to staff members for their reasonable use; however, school district business shall have first priority. Personal long-distance calls shall be made only in emergencies, and at the staff member's expense.
  - 7. Each staff member's work area shall be provided with adequate heat, light and ventilation.
  - 8. The District will make a reasonable effort to maintain clean classrooms.
  - 9. Occupational and physical therapist centers will be designated across the district. At those centers the following will be provided:

1  
2 Article XII (Working Conditions)  
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- 4 a. Space which is free of furniture and is accessible for all students.  
5  
6 b. Teacher desk, chair and filing cabinet.  
7  
8 c. Locked storage space for equipment.  
9  
10 d. Student table(s) and chair(s).  
11  
12 e. Chalkboard and mat.  
13

14 At non-center sites, where small numbers of students are served, items c.,  
15 d. and e. will be provided if requested by the therapist.  
16

- 17 10. After the P.E. program, the Breakfast/Lunch program and collective  
18 bargaining agreement requirements have been met, kindergarten teachers  
19 shall have reasonable access to the school's gymnasium, if space is  
20 available, for their classes.  
21

- 22 I. 1. Office duplicating equipment, copy machines and clerical services shall be  
23 made available to staff members for preparation of instructional materials  
24 subject to scheduling and priority as determined by the building principal.  
25 A copy machine shall be maintained in each school. All employees shall  
26 be provided training and allowed to use office duplicating and copy  
27 machines for school related business.  
28  
29 2. The District accepts the responsibility for upgrading and providing  
30 instructional equipment and facilities.  
31

32 All employees will be notified of the amount and provided opportunities  
33 for input of expenditures of funds available to the building. When an  
34 employee wants information about his/her budget requests, the building  
35 administrator or designee will provide a status report.  
36

- 37 J. When school is not in session, a staff member will have access to his/her assigned  
38 building(s) upon approval of the building principal and consistent with District  
39 security requirements.  
40

- 41 K. Adequate off-street parking facilities shall be provided to staff members.  
42

- 43 L. The District will make available in each school restroom facilities exclusively for  
44 non-student use, separate for each sex.  
45

- 46 M. Each school shall have at least one (1) room appropriately furnished and  
47 properly ventilated which shall be used as a faculty lounge.  
48

- 49 N. A reasonable effort will be made by building administrators to minimize public  
50 address system and personnel interruptions of the classrooms during the  
51 instructional day.

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Article XII (Working Conditions)

O. Staff members who are required to travel between buildings in the course of their appointment shall not be scheduled to travel during their duty-free lunch.

P. All visitors to a classroom during the instructional day, other than District personnel, are required to obtain prior approval from the building principal. Prior to granting approval for such a visit, the principal will make arrangements with the teacher for a specific time, which is convenient for the involved parties.

The teacher should verify that approval for the visit has been granted. If electronic monitoring/recording devices are to be used by the visitor during an observation/conference, prior approval from the principal and classroom teacher is required. The teacher may avail himself/herself of the opportunity to confer with the visitor before and following the observation.

Q. **Site Based Decision Making (SBDM)**

1. SBDM is a process whereby decisions are made by those affected. Sites interested in SBDM are encouraged to establish a representative committee, members selected by the entire staff, to facilitate the decision making process.

2. A District steering committee for SBDM shall be established with the following membership:

- HEA - three (3)
- Community/Citizens - two (2)
- Classified - two (2)
- Principals - two (2) (1 elementary, 1 secondary)
- Central Administration - one (1)
- School Board - one (1)

Each respective group shall select their representatives. The community representatives shall be selected by the PTSA. The committee structure shall include alternating one and two year terms. No individual shall serve more than two (2) consecutive terms.

3. Site based decisions may not violate negotiated contracts, school board policy, school board procedures, or state and federal statutes.

4. The SBDM steering committee shall be responsible for developing the ongoing processes and procedures to select and assist SBDM work sites and allocate additional funds.

5. By April 30 each selected SBDM site committee shall make a written annual report including planning, development, training and budget aspects, to the District and the Association regarding the progress and concerns of SBDM at their work site.

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2 Article XII (Working Conditions)  
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4 6. By June 1997, the superintendent or his designee, the Association  
5 president and the Highline Council PTSA president, shall jointly assess  
6 the status of SBDM at each Highline work site.  
7

8 7. New SBDM sites shall receive a SBDM building fund of:  
9

10	Elementary - 551 or more students -	\$ 7,000
11	451 to 550 students -	\$ 6,000
12	351 to 450 students -	\$ 5,000
13	350 or less students -	\$ 4,000
14	Middle School -	\$ 7,500
15	High School -	\$10,000

16  
17 The allocation shall be used to compensate staff members for the purposes  
18 of training, development and planning. The steering committee shall have  
19 an additional \$10,000 in 1997-98 and 1998-99 to enhance ongoing and/or  
20 new SBDM sites.  
21

- 22 R. 1. Regular education elementary parent/teacher conferences shall be  
23 scheduled for six (6) consecutive school days with one-half (1/2) day early  
24 dismissal for each of the six (6) days for all students.  
25
- 26 2. Teachers' release time from instruction for parent/teacher conferences at  
27 the kindergarten level shall be six (6) one-half (1/2) days of release time  
28 per session. An additional three (3) days of release time (one for each  
29 grading period) will be provided annually for kindergarten teachers who  
30 teach two sections of students. Release time may be converted to pay at  
31 the substitute rate of pay. Release time will not be approved on Fridays.  
32
- 33 3. Building-wide middle school parent/teacher conferences may be scheduled  
34 for one (1) afternoon and one (1) evening. If a building decides to  
35 participate, conferencing procedures will be determined by the building  
36 administration and instructional staff.  
37

38 4. Special Education IEPs  
39

40 a. Special Education Teachers  
41

42 All special education teachers, with the exception of b and c below,  
43 shall have a total of 1.5 hours of release time and/or compensation  
44 per student for every annual IEP conference and/or preparation.  
45

46 I.E.P. compensation shall be paid as follows:  
47

- 48 1) In September (September or October for 1999), each  
49 special education employee shall receive advanced payment  
50 for sixteen (16) hours of time at the extra-duty pay rate.  
51  
52

1  
2 Article XII (Working Conditions)  
3

- 4 2) In January, each above employee shall receive one and one-  
5 half hours (1.5) hours per IEP based on the December  
6 enrollment for case management. This is in addition to the  
7 September payment.  
8  
9 3) In June, each above employee shall receive payment for  
10 any IEPs the employee case managed, less the previous  
11 payment.  
12  
13 4) Additional IEP release time may be granted at the  
14 discretion of the director of special education (but not to  
15 exceed .2 times the number of that teacher's IEP students).  
16 Release time will be from instructional time. Annual IEP  
17 conferences may be held at designated times as determined  
18 by the administration, including fall conference time for  
19 elementary teachers. The scheduling of such time shall be  
20 coordinated with the building principal and subject to the  
21 availability of substitutes.  
22

23 b. Nurses, Occupational Therapists, Physical Therapists, Speech  
24 Language Pathologists and Vision Specialists  
25

- 26 1) In September (September or October for 1999) each above  
27 employee shall receive advance payment for sixteen (16)  
28 hours of time per employee FTE at the extra-duty pay rate  
29 for participation and contributions to IEP goals and  
30 objectives.  
31  
32 2) In January, each above employee shall receive one and one-  
33 half hours (1.5) hours per IEP based on the December  
34 enrollment for case management. This is in addition to the  
35 September payment.  
36  
37 3) In June, each above employee shall receive payment for  
38 any IEPs the employee case managed less the previous  
39 payment.  
40  
41 4) Additional IEP compensated time may be granted by the  
42 director of special education (but not to exceed .2 times the  
43 number of that employee's IEP special education student.)  
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2 Article XII (Working Conditions)  
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4 c. Adaptive P.E. Teachers  
5

6 Adaptive P.E. teachers shall have a total of .50 hours of release  
7 time and/or compensation per special education student to prepare  
8 for and/or attend annual IEP conferences. Release time will be  
9 from student contact hours. Substitute time shall be provided upon  
10 request of the employee. Additional IEP release time may be  
11 granted at the discretion of the director of instructional support  
12 services (but not to exceed .2 times the number of that employee's  
13 IEP special education students.)  
14

15 d. All IEP's shall be renewed annually. Teachers of early childhood  
16 education and secondary deaf and hard of hearing shall consult  
17 with the director of special education to determine the need for  
18 spring IEP's. In the event that the Special Education Department  
19 shall institute procedures for formal spring updates of IEPs, special  
20 education teachers shall have an additional half (1/2) hour per  
21 student for this purpose.  
22

23 S. Class Size and Workload  
24

25 1. Class Size/Workload Allocations  
26

27 a. In planning for each school year the District shall allocate  
28 classroom staff members to each building, based upon each  
29 building's estimated average yearly enrollment, using the following  
30 formulas:  
31

32 1) Elementary Schools (K-6)  
33

34 Kindergarten staff members will be allocated to each  
35 building by dividing the building's average yearly  
36 kindergarten enrollment by forty-seven (47) carried out to  
37 the nearest half staff member.  
38

39 Primary (grades 1-3) staff members will be allocated to  
40 each building by dividing each building's first through third  
41 grade average yearly enrollment by twenty-four (24),  
42 carried out to the next highest full staff member (rounded  
43 up from .5).  
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Intermediate staff members will be allocated to each building by dividing each building's fourth through sixth grade average yearly enrollment by twenty-six and one half (26.5) carried out to the next highest full staff member (rounded up from .5).

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

2) Secondary (7-12)

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

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

3) Special Allocation

- a) In addition to the staff allocations provided for elementary schools and secondary above, a total of fourteen (14) additional staff will be allocated district-wide.
- b) In addition to the staff provided for elementary schools, a total of three (3) additional certificated staff will be allocated district-wide.

4) Special Education

Special Education programs will be staffed using the following ratios:

<u>District Program</u>	<u>District F.T.E. Ratio</u>
a) Early Childhood	10:1
b) Resource	12:1
c) Self-Contained Classrooms	
Seriously Behaviorally Disabled	8:1
Program Academic Vocational	
Enrichment (P.A.V.E.)	11:1
Deaf and Hard of Hearing	8.5:1
Preschool/Primary	6:1

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4	Developmentally Disabled	8:1
5	Preschool	6:1
6	Primary	6:1
7	Severe	7:1
8	Multi-handicapped	6:1
9	SE-ISP	11:1
10	RTP	11:1

11 d) Visually Impaired Itinerant Model

12 Instructional Assistant time shall be allocated to special  
13 education programs according to the following process:

14

15	MINIMUM
16	INSTRUCTIONAL
17	ASSISTANT TIME
18	IN HOURS PER
19	<u>F.T.E</u>
20	<u>DISTRICT PROGRAM</u>
21	Early Childhood Special Education 6
22	Resource Room 3
23	Self-Contained -
24	Behaviorally Disabled 6
25	P.A.V.E.
26	Elementary 3
27	Secondary 6
28	Deaf and Hard of Hearing 3
29	Deaf and Hard of Hearing - Primary 6
30	Developmentally Disabled - Primary 6
31	Severe/Profound/Multi-handicapped 6.5

32 Extra instructional assistant time may be allocated to D.D.  
33 classes depending on the students' handicapping condition  
34 and class configuration.

35  
36 When an individual class of Seriously Behaviorally  
37 Disabled, Deaf and Hard of Hearing, or Developmentally  
38 Disabled exceeds the District ratio by one (1) F.T.E.  
39 student one (1) additional hour of aide time shall be  
40 allocated to that class. When any other special education  
41 class is exceeded by three (3) F.T.E. students, one (1)  
42 additional hour of aide time shall be allocated to that class.

43  
44 When a student is included in a regular classroom, the use  
45 of the allocation of instructional assistant time  
46 (XII.S.1.a.4)) shall be determined by the multi-disciplinary  
47 team. When circumstances require, the use of the  
48 allocation may be temporarily adjusted by the special  
49 education teacher and/or principal.  
50  
51  
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3 5) English-As-A-Second Language

- 4  
5 a) English-As-A-Second-Language (ESL) staff  
6 members shall have a student ratio of eighteen (18)  
7 to one (1). (See Letter of Agreement, Appendix F,  
8 regarding implementation.)  
9  
10 b) No more than eighteen (18) ESL students shall be  
11 assigned to any ESL Program Cooperative Team. A  
12 staffing ratio of eighteen (18) to one (1) will be  
13 maintained for the ESL portion of a cooperative  
14 team.

15  
16 6) Counselors, Librarians and Educational Staff  
17 Associates

- 18  
19 a) All counselors shall have full time counseling  
20 responsibilities.  
21  
22 1) There shall be one (1) elementary counselor  
23 for each seven hundred ninety-five (795)  
24 elementary students. Elementary counselors  
25 will not be assigned to more than two (2)  
26 buildings.  
27  
28 2) High school, middle school, Satellite and the  
29 Occupational Skills Center counselors shall  
30 be allocated using the following enrollment  
31 table. When an opening occurs, except  
32 through an administrative transfer, Satellite  
33 and OSC may use this allocation to support  
34 other ESA positions.

35  
36 Regular Enrollment including Gifted and  
37 1.5 Weighted  
38 Special Student Counselor

39  
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41  
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43

1 - 450	1
451 - 850	2
851 - 1300	3
1301 - 1650	4

44  
45 The program for the hearing impaired shall  
46 have one (1) full time counselor and the  
47 P.A.V.E. program shall have one (1)  
48 half-time (.5) counselor.  
49  
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1 Article XII (Working Conditions)  
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3 b) Librarians, nurses, occupational therapists, physical  
4 therapists, social workers and audiologists shall be  
5 maintained at no less than the F.T.E. certificated  
6 staff level for such staff in the 1992-93 school year.  
7 In the event of a double levy failure, the Association  
8 and the District shall meet to agree to an equitable  
9 reduction in force.

10  
11 c) Support personnel shall be assigned using the  
12 following total student enrollment ratio as  
13 determined by the October 1 enrollment figures.

14  
15 Psychologists 1300:1  
16 SLP 1200:1  
17

18 b. Each week during September, the human resources department,  
19 in conjunction with each building, will review and monitor  
20 student and staff counts. Additional certificated staff will be  
21 allocated as quickly as possible. The human resources director  
22 shall meet to review initial staff allocations and student counts  
23 with the Association by the 8<sup>th</sup> student day. Adjustments to staff  
24 allocation will be provided to the Association president weekly.  
25 Staff member allocations for each building, consistent with the  
26 above formulas, will be established within two (2) working days  
27 of the October state enrollment count date of each year.  
28 Adjustments after that date will be determined monthly by the  
29 director of human resources consistent with the above formulas.  
30

31 c. Principals, when making class assignments, will give consideration  
32 to factors which influence load, such as abilities and instructional  
33 techniques required. A principal, after consulting with his/her  
34 staff, may utilize a seven (7) hour teacher aide in lieu of one-half  
35 (1/2) a staff member from building allocation. Additional staff will  
36 be allocated to buildings when a building is identified as being  
37 eligible under the provisions of Chapter I, ESSIA and funds are  
38 made available through Chapter I, ESSIA.  
39

40 d. Allocations are subject to modification for innovative educational  
41 programs as approved by the Superintendent or designee upon  
42 recommendation of the principal after consultation and planning  
43 with staff members.  
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1 Article XII (Working Conditions)

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3 e. Mainstreaming Factor

4  
5 Buildings which house special education, English-As-A-Second-  
6 Language, and other special service programs which involve  
7 mainstreaming such students into the regular classroom for  
8 instruction shall have their building allocations determined by  
9 adjusting the school's average yearly enrollment by the addition  
10 (on an F.T.E. basis) of those special students so mainstreamed.  
11 The resulting figure shall be known as the total adjusted enrollment  
12 for the building. If a building's average yearly enrollment is two  
13 hundred seventy-five (275) and the building services sixty (60)  
14 special full-time students, thirty (30) of which are mainstreamed  
15 for three (3) hours each, the building's average yearly enrollment  
16 would be adjusted upward by fifteen (15) F.T.E.'s. The building's  
17 total adjusted average yearly enrollment would be adjusted upward  
18 by fifteen (15) F.T.E.s. The building's total adjusted enrollment  
19 would be two hundred ninety (290). If the building were an  
20 elementary school, then the Intermediate (4 - 6) allocation factor of  
21 twenty six and one-half (26.5) would be divided into the total  
22 adjusted enrollment for purposes of staff allocation, resulting in ten  
23 and nine tenths (10.9) staff being allocated to the building.  
24

25 2. Student Ratios

26  
27 The District and the Association recognize that reasonable class size and  
28 workload should be attained for optimum learning. Maximum learning  
29 efficiency occurs when the number of student contacts per employee is  
30 kept at reasonable levels.

	Students Per Staff	ESL Teams Students Per Staff
31 a. Kindergarten	24:1 per class	
32 b. Primary (grades 1-3)	25:1 per day	22:1 per day
33 c. Intermediate (grades 4-6)	27:1 per day	23:1 per day
34 d. Middle School (grades 7-8)	Number of classes/sections x 29:1	
35 (Except Music and Middle School Advisory)		
36 e. High School (grades 9-12)	Number of classes/sections x 29:1	
37 (Except Music)		

38  
39  
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41  
42 3. Class Size Assistance

43  
44 The District and Association recognize that any modifications or adaptations to  
45 this model must be mutually agreed to between the Association and the District  
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1 Article XII (Working Conditions)  
2

3 a. Elementary Level  
4

5 1) If the number of students exceeds the above ratios for any  
6 individual teacher, excluding Music and P.E. except as applied in  
7 XII.S.3.a.1).b).5), the following will be implemented in accordance  
8 with Article XII.S.4. (For this count, students who are  
9 mainstreamed into the class are not added and students who are  
10 pulled out of the room for instructional support are not deducted.)  
11

12 a) 1-3 additional students: 1 hour instructional  
13 assistance/clerical time per day.  
14

15 b) When the enrollment of a class, including music and P.E.  
16 exceeds the above ratios by more than three (3) additional  
17 students the affected teacher, principal and central  
18 administrator will meet to discuss which of the following  
19 options will be implemented as a solution:  
20

21 1) Addition of certificated staff.  
22

23 2) Balancing within the building.  
24

25 3) Adjust class configuration within building.  
26

27 4) Balancing within the district, pursuant to district  
28 policy.  
29

30 5) The District shall establish a special class size  
31 assistance fund of \$15,000 annually for the purpose  
32 of providing additional assistance to heavily  
33 impacted classrooms (b above), including Music  
34 and P.E., when no other relief is possible. The  
35 building principal will submit a request to the  
36 director of human resources, justifying any  
37 additional assistant time. A copy of each request  
38 will be given to the Association. Money not used  
39 from this fund shall be converted to elementary  
40 classroom assistance.  
41

42 2) Any combination or split-grade class shall be at least one (1)  
43 student less than the equivalent regular class.  
44

45 b. Secondary Level  
46

47 1) The following guidelines may be used in conjunction with the  
48 secondary ratio (XII.S.2) by the building committee (XII.S.3.b.5)d) in  
49 the assignment of the instructional assistant hours.  
50  
51

1 Article XII (Working Conditions)  
2

- 3 2) Excluding Music and Middle School Advisory, if the daily load of  
4 a teacher exceeds the ratio (XII.S.2) one of the following will be  
5 implemented:  
6  
7 a) Up to four (4) students: 1 hour instructional  
8 assistance/clerical time per day.  
9  
10 b) Four (4) to seven (7) students: 2 hours instructional  
11 assistance/clerical time per day.  
12  
13 c) The assistance in (a) or (b) above may be available for a  
14 department or building by mutual agreement. However, the  
15 affected teacher(s) will have priority for assistance.  
16  
17 3) When a daily load exceeds the student ratio (XII.S.2) by eight (8)  
18 additional students the affected teacher, principal and central  
19 administrator will meet to discuss which of the following options  
20 will be implemented as a solution:  
21  
22 a) Addition of certificated staff.  
23  
24 b) Balancing within the building.  
25  
26 c) No more students will be added.  
27  
28 d) Adjust class configuration.  
29  
30 e) Addition of classified staff if no other relief can be found.  
31 (XII.S.3.b.5.d. and e.)  
32  
33 4) Exceptions: In split assignments which include either P.E. or  
34 Music classes, any non-music or P.E. class that exceeds thirty-two  
35 (32) students will be provided with relief as set forth above.  
36  
37 5) The District and the Association recognize that differences in class  
38 size needs exist between the elementary and secondary levels. In  
39 order to provide efficient and effective class size relief, the parties  
40 agree to implement the following plan:  
41  
42 a) All secondary schools shall balance the scheduled  
43 workloads equitably.  
44  
45 b) The secondary school shall receive a total of \$70,000 for  
46 class size relief based on a per student allocation (using the  
47 October 1 actual student head count).  
48  
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1 Article XII (Working Conditions)  
2

- 3 c) Class size expenditures incurred at each building as a result  
4 of the implementation of Article XII.S.3.b.(2, 3, 4 and the  
5 September allocation) will be deducted from the building's  
6 share of the allocation in b. above.  
7
- 8 d) A representative committee consisting of three (3) elected  
9 members of the certificated instructional staff, the  
10 association building representative and the principal shall  
11 be formed and initially meet within the first two (2) weeks  
12 of the school year to determine the distribution of this fund.  
13 The function of this committee shall be to allocate funds in  
14 a fair and equitable manner to relieve the increased  
15 workload associated with larger class size including P.E.  
16 (Compensation to the staff member is not an option.)  
17
- 18 e) September class size overload assistance will remain in  
19 place until such time that committee decisions are  
20 implemented or October 1, whichever comes first.  
21
- 22 f) All building data regarding the implementation of this trial  
23 program shall be made available to the District and the  
24 Association.  
25

26 4. Instructional/Clerical Assistance  
27

- 28 a. September Assistance  
29 The District will provide, on the first day of school, two (2) hours of  
30 instructional/clerical assistant's time for all schools for use as temporary  
31 relief of classroom overloads. On the fourth student day in September, the  
32 District shall calculate how much instructional/clerical time each building  
33 qualified for based on Article XII.S.3. Each building shall receive up to an  
34 additional three (3) hours of instructional/clerical time based upon the  
35 above calculations. This allocation shall remain in each building until  
36 Pool A has been implemented.  
37
- 38 b. The District will establish two (2) pools of instructional/clerical assistant's  
39 time for classroom overload assistance. The District will provide up to  
40 two hundred and thirty thousand dollars (\$230,000) for: September  
41 allocation, Pool A, Pool A-2, Elementary special class size assistance fund  
42 (XII.S.3.a.1)b)5), and the Secondary fund (XII.S.3.b.5)b).  
43
- 44 c. First Elementary Allocation (Pool A):  
45 Using October 1 enrollment counts, the District, by October 9, shall  
46 provide an hourly allocation of daily instructional/clerical assistant time  
47 to individual schools based on Article XII.S.3. This allocation shall  
48 remain in the building until the Pool A-2 allocation is implemented.  
49  
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52

1 Article XII (Working Conditions)

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3 Instructional/clerical assistance will be first assigned from this building  
4 allocation to teachers experiencing a class size overload according to  
5 Article XII.S.3. This assistance will remain with the teacher as long as  
6 the overload situation exists. Each building staff will establish the  
7 standards and use of any unassigned overload assistant time.  
8

9 d. Second Elementary Allocation (Pool A-2):

10 Using February 1 enrollment counts, the District shall by February 5  
11 provide an hourly allocation of daily instructional/clerical assistant time  
12 to individual schools based on Article XII.S.3. This allocation shall  
13 remain in the building until the end of the school year.

14 Instructional/clerical assistance will be first assigned from this building  
15 allocation to teachers experiencing a class size overload according to  
16 Article XII.S.3. This assistance will remain with the teacher as long as  
17 the overload exists. Each building staff will establish the standards and  
18 use of any unassigned overload assistant time.  
19

20 e. The District shall make every effort to place the increased allocation from  
21 the elementary special class size assistance fund (XII.S.3.a.1)b)5) within  
22 four (4) school days. Withdrawal of aide time will occur within three (3)  
23 school days of the time the teacher no longer qualifies.  
24

25 f. On the first working day of each month, the District shall provide an  
26 update to the Association regarding the specific use of the moneys in b.  
27 above.  
28

29 g. Prior to all the budgeted money being expended, the District and the  
30 Association shall meet to review and discuss possible alternatives for the  
31 remainder of the year. All building and District data regarding the use of  
32 these funds shall be retained.  
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**ARTICLE XIII**

**STAFF MEMBERS' AUTHORITY**

- A. Staff members shall enforce discipline fairly and consistently regardless of a student's sex, race, color, religion, creed, national origin or marital status.
- B. Building administrators shall designate a certificated staff member to provide discipline support in the administrator's absence. If the designee is a classroom teacher, prior arrangement will be made by the administrator to assure that the designee's students are under the charge of another adult individual during the designee's absence from the classroom. On the second consecutive full day of administrative absence, a substitute may be provided for the designee. The substitute may remain in that position until the building administrator returns. The designee in each elementary school will be provided with a stipend as indicated in Appendix D.
- C. Staff members may protect themselves from personal attack within the limits of the law.
- D. The District will support staff members in their lawful use of prudent disciplinary measures to maintain order and protect the safety and well-being of the students in their charge.
- E. Staff members shall have the right and responsibility to maintain good order and discipline in the classroom at all times. Staff members shall have the right to exclude any student who creates a disruption of the educational process from the classroom or activity area. Such exclusion shall occur in accord with the building disciplinary standards or in emergency situations. The staff member may exclude a disruptive student for all or any portion of that school day as permitted by law.
- F. A staff member may recommend to the building administrator, or designee, that a student be removed from such staff member's classroom on a temporary or a permanent basis. If a staff member sends a student to the office, the student must be accompanied by a written or oral explanation followed by a detailed explanation and recommendation from the staff member within a reasonable period of time.
- G. A recommendation for temporary removal of a student from a staff member's classroom shall be appropriate under the following circumstances:
1. In the professional opinion of the staff member, a student's behavior constitutes a disruption of the educational process to the detriment of other learners, and reasonable attempts at remediation of the behavior are unsuccessful.
  2. A pupil has been insubordinate to the degree that the temporary removal from the classroom is deemed appropriate by the staff member.

1 Article XIII (Staff Members' Authority)  
2

3 H. A recommendation for removal from class on a permanent basis shall be  
4 considered appropriate only under the following circumstances:  
5

- 6 1. In the professional opinion of the staff member, a student's behavior  
7 constitutes an immediate and continuing danger to others or the flagrant  
8 nature of such behavior makes remediation attempts inappropriate.  
9
- 10 2. In the professional opinion of the staff member, a student's behavior  
11 constitutes a continuing disruption of the educational environment to the  
12 detriment of other learners.  
13

14 I. As soon as possible, but prior to a student being returned to the classroom when  
15 sent to the school office for disciplinary reasons, the administrative authority will  
16 communicate with the involved staff member concerning the referred disciplinary  
17 problem. When the communication is given orally, a written response shall be  
18 provided, upon written request.  
19

20 J. Staff members shall receive, as soon as possible, a written or oral response and  
21 assistance from the building administrator when disciplinary support is requested.  
22

23 K. The building principal and/or counselor will communicate with involved staff  
24 members in an attempt to obtain concurrence regarding transfer of students from  
25 one classroom/school to another classroom/school when such transfers are made  
26 because of problems in communications between student and teacher, or because  
27 of a student disciplinary problem or when it is in the best interest of the student.  
28 When the communication is given orally, a written response shall be provided by  
29 the building principal/designee upon request.  
30

31 L. If circumstances necessitate the bodily removal of a disruptive student in order to  
32 safeguard the health and safety of others, the staff member may request available  
33 assistance.  
34

35 M. The staff member has the right, consistent with the law, to have a parent/guardian  
36 removed or restricted from his/her classroom or work station if the  
37 parent/guardian is abusive either verbally or physically.  
38

39 N. When an administrator has determined that a student has threatened or assaulted a  
40 staff member during school hours on school premises, the student shall be subject  
41 to immediate disciplinary action pending completion of the due process rights of  
42 the student.  
43

44 O. No staff member shall be required to search a student's person or belongings.  
45

46 P. The building principal and staff members shall confer at least once per semester in  
47 order to develop and/or review building disciplinary standards and uniform  
48 enforcement of those standards.  
49  
50  
51

1 Article XIII (Staff Members' Authority)

2  
3 Q. The District shall provide each staff member with an updated copy of the District  
4 special education guidelines and procedures. Before a student is to be  
5 mainstreamed from a special education or English As A Second Language class  
6 into a specific regular class, the receiving classroom teacher is to be informed and  
7 permitted to participate in the multi-disciplinary team process regarding the  
8 appropriateness of the class for the student.  
9

10 R. On the student enrollment form, the District shall request information from the  
11 parent(s)/guardian(s) of each incoming student regarding their child's assessment  
12 for or enrollment in a special program in the last two (2) years. This information  
13 will be provided to staff members by counselors/ administrators within  
14 twenty-four (24) hours of placement of the student in an educational program.  
15

16 S. A regular classroom teacher has the right to bring concerns about a mainstreamed  
17 special education student's performance in his/her class to the attention of the  
18 multi-disciplinary team.  
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ARTICLE XIV

JUST CAUSE AND DUE PROCESS

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- A. A staff member will not be disciplined for an arbitrary or capricious reason. Discipline will be for just cause. The extent of any disciplinary action shall be in keeping with the seriousness of the infraction, and a process of progressive discipline shall be used. A process of progressive discipline includes written warnings, written reprimands or suspensions as appropriate to the infraction. The specific grounds forming the basis for formal disciplinary action will be shared with the staff member.
- B. A staff member, at his/her option, shall be entitled to have present a representative of the Association during any formal disciplinary hearing.
- C. This Article shall apply only to discipline by written warnings up to and including suspensions of staff members for infractions in matters not related to job proficiency or competency.
- D. A formal written complaint filed against a staff member will be promptly called to his/her attention within seven (7) school district business days of the filing. If not called to the attention of the staff member, such complaint may not be used as the basis for disciplinary action against the staff member.

ARTICLE XV

EMPLOYEE PROTECTION

- 1  
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4  
5 A. Each staff member will be provided with insurance or evidence of a specific  
6 reserve fund providing monetary protection for losses to personal property  
7 incurred during crisis situations, such as riots or mass demonstrations; provided  
8 such staff member is required to maintain order and discipline or protect school  
9 personnel, school property or students during the crisis situation. Such insurance  
10 or reserve fund shall pay up to five hundred and no/100 (\$500.00) dollars for loss  
11 or damage to property of such staff member subject to a deductible of ten and  
12 no/100 (\$10.00) dollars per claim.  
13  
14 B. Each staff member will be provided with insurance or evidence of a specific  
15 reserve fund providing monetary protection for damage incurred to personal  
16 property necessary to the instruction of students; provided such staff member  
17 receives written approval from the building administrator and takes reasonable  
18 security measures to safeguard such property while it is on campus. Such  
19 insurance or reserve fund shall pay, as secondary coverage to any staff member's  
20 insurance policy, only up to five hundred and no/100 (\$500.00) dollars for  
21 damage to covered property subject to a deductible of thirty and no/100 (\$30.00)  
22 dollars per claim. It is not the intent of the parties to cover clothing, automobiles  
23 and other such items which have utility outside the classroom. However, staff  
24 members may request special consideration if damage to these items has a direct  
25 relationship to the performance of their job responsibilities.  
26  
27 C. Each staff member will be provided with liability insurance protection provided  
28 the employee is acting within the scope of his/her duties. Such insurance will  
29 provide protection against loss by bodily injury, including corporal punishment,  
30 and property damage liability. This insurance will also include coverage against  
31 loss arising from teaching activities and personal injury. Teaching activities  
32 means acts or omissions of the staff member in connection with his/her  
33 occupation as a member of the district staff. Loss by personal injury includes  
34 false arrest, libel, slander, wrongful entry or other invasion of the right of private  
35 occupancy.  
36  
37 D. Whenever a staff member is absent from school as a result of personal injury to  
38 the staff member caused by assault and battery by another person occurring in the  
39 normal course of the staff member's employment and in performance of his/her  
40 duties, the staff member will be paid the difference between full salary and state  
41 industrial insurance compensation for a period of such absence up to one (1) year  
42 from the date of injury and no part of such absence will be charged to sick leave.  
43 The District reserves the right to require an examination of the staff member by a  
44 physician designated by the District at District expense for the purpose of  
45 establishing the duration of disability.  
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1 Article XV (Employee Protection)  
2

3 E. A staff member who suffers a job-incurred injury and is eligible for state  
4 industrial insurance compensation may use accumulated sick leave credit in the  
5 amount which, when added to the allowable state compensation, equals the  
6 regular salary or wages of the staff member. That portion contributed by the  
7 District as it relates to a staff member's monthly salary shall be deducted from the  
8 staff member's accumulated sick leave. If the job-incurred injury is sustained  
9 while lawfully restraining another person in the normal course of the staff  
10 member's employment and in performance of his/her duties, and the employee has  
11 exhausted his/her sick leave, the staff member will be paid the difference between  
12 full salary and state industrial compensation for a period of up to six (6) months  
13 from the date of injury. The District reserves the right to require an examination  
14 of the staff member by a physician designated by the District at District expense  
15 for the purpose of establishing the duration of disability.  
16

17 F. As provided by law, whenever any action, claim or proceeding is instituted  
18 against a staff member of the District arising out of performance or failure of  
19 performance of duties for, or employment with the District, the Board may grant a  
20 request by such person that the prosecuting attorney and/or attorney of the  
21 District's choosing be authorized to defend said claim, suit or proceeding, and the  
22 costs of defense, attorney's fees, and any obligation for payment arising from such  
23 action may be paid from the District's general fund; provided, that costs of  
24 defense and/or judgment against such person shall not be paid in any case where  
25 the court has found that such person was not acting in good faith or within the  
26 scope of employment with or duties for the District.  
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ARTICLE XVI

GRIEVANCE PROCEDURE

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

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

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

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

C. WRITTEN GRIEVANCE PROCEDURES

1. Staff Member Written Grievance

a. Step One

If the grievant wishes to file a formal grievance, he/she shall invoke the formal grievance procedure through the Association on the Grievance Form (See Appendix E). The grievance form must specify the article and specific language, if possible, of the Collective Bargaining Agreement that has allegedly been violated. A copy of the grievance form shall be delivered to the immediate supervisor. The building principal will be considered the "immediate supervisor" for staff members assigned to a particular school building. The "immediate supervisor" for itinerant staff members will be the administrator who is most closely responsible for matters pertaining to the alleged grievance. If a staff member is in doubt as to whom the "immediate supervisor" is as it relates to the alleged grievance, the staff member may meet with the Superintendent or designee to make that determination.

1 Article XVI (Grievance Procedure)  
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3 If the grievance involves more than one school building, it may be  
4 filed with the Superintendent or designee. A grievance not filed  
5 within fifteen (15) working days of the occurrence upon which the  
6 grievance is based or should have been known will be deemed  
7 waived. Within five (5) working days of the receipt of the  
8 grievance the immediate supervisor shall hold a formal Step One  
9 conference with the grievant(s). The immediate supervisor shall  
10 provide a written response to the grievance within five (5) working  
11 days following the Step One conference. The principal or  
12 immediate supervisor shall record the disposition on the grievance  
13 form, and the grievant and immediate supervisor will sign the  
14 grievance form. The signature of the aggrieved on the grievance  
15 form does not necessarily indicate agreement with the disposition  
16 but does indicate that he/she has read it. Copies of the signed  
17 response shall be distributed as follows: one copy each for the  
18 Association, the Superintendent or designee, immediate supervisor  
19 and the original to the grievant.  
20

21 b. Step Two  
22

23 In the event that the aggrieved is not satisfied with the disposition  
24 of the grievance at Step One, the aggrieved and/or representative  
25 may within five (5) working days following the dated disposition  
26 at Step One refer the matter, in writing, to the Superintendent or  
27 designee. The Superintendent or designee and the aggrieved will  
28 have seven (7) working days from the date of receipt of the  
29 grievance by the Superintendent or designee to resolve it. If the  
30 individual so chooses, he/she may be accompanied by an  
31 Association representative  
32

33 2. Association Written Grievance - Filing Step  
34

35 Grievances which the Association may have against the District, limited as  
36 aforesaid to matters dealing with the interpretation or application of terms  
37 of this Agreement, shall be commenced by filing the Association  
38 Grievance Form (Appendix E) with the Superintendent or designee. A  
39 grievance not filed within fifteen (15) working days of the occurrence  
40 upon which the grievance is based (or fifteen [15] working days of when  
41 the occurrence is or should have been known) will be deemed waived.  
42 The Superintendent and the Association will have five (5) working days  
43 from the receipt of the grievance to resolve it.  
44

45 D. MEDIATION  
46

47 If the Association is not satisfied with the disposition of the grievance at Step  
48 Two, or the Association Filing Step, or if no written decision has been received  
49 from the District within the time limits prescribed in Step Two or the Filing Step,  
50 then the grievance may be referred to mediation at the option of the Association.  
51

1 Article XVI (Grievance Procedure)  
2

- 3 1. The District and the Association must mutually agree to submit a  
4 grievance to mediation. The Association must notify the District in  
5 writing within five (5) working days of the conclusion of Step Two or  
6 Filing Step of the Association's desire to refer the grievance to mediation.  
7 The District shall respond to the Association whether or not the District  
8 agrees to the mediation of the grievance no later than three (3) working  
9 days after receipt of the Association's written request.  
10  
11 2. Within five (5) working days following the agreement of the District and  
12 the Association to mediate the grievance, the Association shall so notify  
13 Mediation Research and Education Project, Inc. (MREP). MREP shall  
14 schedule a mediation conference at the earliest possible date. Mediation  
15 conferences will take place at a mutually convenient location and time.  
16  
17 3. There shall be one (1) person from each party designated spokesperson for  
18 that party at the mediation conference.  
19  
20 4. The mediator will have the authority to meet separately with either party,  
21 but will not have the authority to compel the resolution of a grievance.  
22  
23 5. The presentation of facts and considerations shall not be limited to those  
24 presented at Step Two, or the Association Filing Step, of the grievance  
25 procedure. Proceedings before the mediator shall be informal in nature.  
26 There shall be no formal evidence rules. No transcript or record of the  
27 mediation conference shall be made. The mediator shall attempt to assure  
28 that all necessary facts and considerations are revealed to him/her.  
29  
30 6. Written material presented to the mediator shall be returned to the party  
31 presenting that material at the termination of the mediation conference,  
32 except that the mediator may retain one (1) copy of the written grievance  
33 solely for the purposes of statistical analysis.  
34  
35 7. The fees and expenses of the mediator shall be shared equally by the  
36 parties.  
37  
38 8. The parties agree upon the following rules for mediation:  
39  
40 a. Notification of the intent to mediate a grievance should be made to  
41 the Mediation Research and Education Project, Inc. (MREP).  
42 b. The MREP will schedule a mediation conference as soon as  
43 possible upon receipt of notification of a grievance or grievances to  
44 be mediated.  
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1 Article XVI (Grievance Procedure)  
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- 3 c. The MREP will appoint a mediator from a panel consisting of  
4 neutrals formally trained in the process of grievance mediation.  
5  
6 d. The MREP will notify the mediator of his/her appointment and  
7 determine his/her willingness and ability to serve.  
8

9 **E. ARBITRATION PROCEDURE**

- 10  
11 1. If no settlement is reached in Step Two of the Staff Member Written  
12 Grievance or the Filing Step for the Association Written Grievance, or  
13 mediation, the Association, at its option, may make a request for  
14 arbitration, in writing, within fifteen (15) working days following the  
15 Step Two disposition or Filing Step disposition or after mediation.  
16  
17 2. In the event that a grievance which has been mediated is appealed to  
18 arbitration, the mediator may not serve as arbitrator, nor may the mediator  
19 be placed on any panel from which an arbitrator is to be selected by the  
20 parties. In the arbitration proceedings, there shall be no reference to the  
21 fact that a mediation conference was or was not held. Nothing said or  
22 done by the mediator may be referenced or introduced into evidence at the  
23 arbitration hearing and nothing said or done by either party for the first  
24 time in the mediation conference may be used against it in arbitration.  
25  
26 3. For each case that reaches arbitration, the parties will attempt to agree on  
27 an arbitrator to hear and decide the case. If the parties are unable to select  
28 an arbitrator within fifteen (15) working days, they shall jointly request the  
29 American Arbitration Association to submit a panel of seven (7)  
30 arbitrators. When notification of the names of the panel of seven (7)  
31 arbitrators is received and if the parties cannot mutually agree, the parties  
32 in turn shall have the right to strike a name from the panel until only one  
33 (1) name remains. The remaining person shall be the arbitrator. The right  
34 to strike the first name from the panel shall be determined by lot.  
35  
36 4. Arbitration proceedings shall be in accordance with the Voluntary Labor  
37 Arbitration Rules of the American Arbitration Association unless the  
38 parties mutually agree to deviate from said rules.  
39  
40 a. The arbitrator shall hear and accept pertinent evidence submitted  
41 by both parties and shall be empowered to request such data as the  
42 arbitrator deems pertinent to the grievance and shall render a  
43 decision in writing to both parties within thirty (30) days (unless  
44 mutually extended) of the closing of the record.  
45  
46 b. The arbitrator shall be authorized to rule and issue a decision in  
47 writing on the issue presented for arbitration which decision shall  
48 be final and binding on both parties.  
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1 Article XVI (Grievance Procedure)  
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3 c. The arbitrator shall rule only on the basis of information submitted  
4 consistent with the procedural rules adopted.  
5

6 d. Each party to the proceedings may call such witnesses as may be  
7 necessary in the order in which their testimony is to be heard. The  
8 arguments of the parties may be supported by oral comment and  
9 rebuttal. Either or both parties may submit written briefs within a  
10 time period mutually agreed upon. Such arguments of the parties,  
11 whether oral or written, shall be confined to and directed at the  
12 matters set forth in the grievance. The parties may offer such  
13 evidence as they desire and shall produce such additional evidence  
14 as the arbitrator may deem necessary to an understanding and  
15 determination of the dispute. The arbitrator shall be the judge of  
16 the relevancy and materiality of the evidence offered and  
17 conformity to legal rules of evidence shall not be necessary. All  
18 evidence shall be taken in the presence of the arbitrator and all of  
19 the parties except where any of the parties is absent in default or  
20 has waived his/her right to be present.  
21

22 e. Each party shall pay any compensation and expenses relating to its  
23 own witnesses or representatives.  
24

25 f. The District and the Association shall, by mutual consent, fix the  
26 amount of compensation to be paid for the services of an arbitrator.  
27 The Association and the District shall split the compensation of the  
28 arbitrator including necessary expenses.  
29

30 g. The total cost of the stenographic record (if requested) will be paid  
31 by the party requesting it. If the other party also requests a copy,  
32 that party will pay one-half (1/2) of the stenographic costs.  
33

34 F. All decisions arrived at under the provisions of this Article XVI, by mutual  
35 agreement between the representatives of the District and the Association, or by  
36 the arbitrator, shall be final and binding upon both parties; provided, however, in  
37 arriving at such decisions neither of the parties, nor the arbitrator, shall have the  
38 authority to alter, amend, modify or change this Agreement in whole or in part.  
39

40 G. Grievance claims regarding retroactive compensation shall be limited to the work  
41 year in which the cause of the grievance occurred; provided, however, that this  
42 limitation may be waived by mutual consent of the parties.  
43

44 H. Once a grievance is filed it shall be processed to resolution. The signing of any  
45 grievance by any staff member or representative of either the District or the  
46 Association shall not be construed by either party as a concession or agreement  
47 that the grievance constitutes an arbitrable issue or is properly subject to the  
48 grievance machinery under the terms of this Article.  
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1 Article XVI (Grievance Procedure)

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- 3 I. The time limits provided in this Article shall be strictly observed unless extended  
4 by written agreement of the parties. In the event a grievance is filed after May 15  
5 of any year, the District shall use its best efforts to process such grievance prior to  
6 the end of the school term or as soon thereafter as possible. Failure of the  
7 individual or Association to proceed with a grievance within the times  
8 hereinbefore provided shall result in the dismissal of the grievance. Failure of the  
9 District or its representatives to take the required action within the times provided  
10 shall entitle the individual or Association to proceed to the next step in the  
11 grievance procedure.  
12
- 13 J. All hearings or conferences pursuant to this grievance procedure shall be  
14 scheduled at a time and place which will afford a reasonable opportunity for all  
15 parties entitled to attend to be present, including any and all witnesses. Grievants  
16 shall suffer no loss of salary or other benefits for time spent as a hearing witness.  
17
- 18 K. If an individual staff member has a personal complaint which he/she desires to  
19 discuss with the supervisor, he/she is free to do so without recourse to the  
20 grievance procedure. However, no formal grievance shall be adjusted without  
21 prior notification to the Association and an opportunity for an Association  
22 representative to be present at that adjustment and to make known the  
23 Association's views, nor shall any such adjustment be inconsistent with the terms  
24 of this Agreement.  
25
- 26 L. No reprisals of any kind will be taken by the Association or the District against  
27 any staff member because of his/her participation or non-participation in the  
28 grievance procedures provided for herein.  
29
- 30 M. All documents, communications and records dealing with the processing of a  
31 grievance shall be retained by the District human resources office in a separate  
32 grievance file.  
33
- 34 N. Disputes relating to statutory adverse affect, non-renewal and discharge shall not  
35 be subject to the provisions of this Article. In addition, this Article is limited with  
36 respect to evaluations as noted in Article XXI (Staff Evaluation), Paragraph K.  
37
- 38 O. Notwithstanding the expiration of this Agreement, any claim or grievance arising  
39 hereunder may be processed through the grievance procedure until resolution.  
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ARTICLE XVII

CONTRACTS - INDIVIDUAL EMPLOYEE AND EXTRA-DUTY

A. Individual Employee Contract

1. The District may issue individual employee contracts prior to the end of the school year. In the event negotiations for the ensuing school year have not been completed, the individual contracts will include a rider which states: "The terms of this individual employee contract shall be subject to amendments and adjustments to conform to applicable terms of a Collective Bargaining Agreement subsequently executed by the Board of Directors and the Highline Education Association for the ensuing year and applicable policies lawfully adopted thereafter by the Board of Directors."
2. Contracts must be returned by the employee within fourteen (14) calendar days of date of issuance. If not returned and signed by the staff member by that date, said contract will be presumed to be rejected and the employment relationship shall be severed unless other arrangements have been made through the human resources department.
3. An employee shall be released from the individual employee contract by approval of the Board of Directors.

B. Extra-Duty Contract

Extra-duty contracts shall be issued for compensated extra-duties outside the individual employee contract. See Article XVIII (Appointment), Paragraph F.1.

C. Job Sharing

1. The District shall consider applications from employees wishing to share a job.
2. All announcements of job openings shall contain a statement indicating the District will accept applications from individuals wishing to share a position.
3. Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the District their desire to job share for the ensuing school year. Responsibilities of an assignment by job sharers may be divided and/or allocated according to a plan designed by the job sharers with the approval of their immediate supervisor and the Director of Human Resources.

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ARTICLE XVIII

APPOINTMENT

- A. Appointment as used in this Agreement shall mean a declaration by the District that a given staff member is to perform the duties and tasks required of a given position covered by this Agreement. Each staff member shall be appointed within the scope of his/her certification.
- B. There shall be three (3) types of appointments:
1. Placement shall mean the appointment of a newly-hired staff member.
  2. Transfer shall mean the appointment of a staff member to a position outside his/her current building or district-wide program.
  3. Assignment shall mean the appointment of a staff member to a position within his/her current building or district-wide program.
- C. An appointment of a staff member to a school other than an elementary school, will, where feasible, be in a subject matter area in which the staff member has had experience or has a major field of study. In the event a staff member is appointed outside his/her major or areas of experience, the District will provide such staff member assistance or training, and orientation to the new assignment. If it is determined by the District that a staff member be required to upgrade his/her training or receive new training as a result of the appointment, the training that is required will be provided for the staff member involved without costs to him or her; however, no credit shall be given for salary schedule purposes for any such credit earned. The staff member shall ascertain that the first annual evaluation of the staff member so affected bears the notation that the assignment upon which he/she is being evaluated is an assignment outside of the staff member's major or area of experience. Other staff members are encouraged to assist a colleague assigned outside his/her area.
- D. When requested, a supervisor shall consult with a staff member regarding his/her future assignments, noting subjects and/or grade levels preferred by the staff member. Prior to the end of the school year, immediate supervisors will make a reasonable effort to determine staff assignments and make this information available to the staff. If it is determined that a change in assignment must be made, the staff member will be notified as soon thereafter as possible.

1 Article XVIII (Appointment)  
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3 E. At least fourteen (14) calendar days prior to the beginning of the school year, each  
4 staff member shall be notified by the immediate supervisor of his/her assignment  
5 in writing; and, where applicable, the notification will include the position,  
6 building, room or rooms, grade level or class subjects, and/or other pertinent facts  
7 concerning the assignment. If it is determined that a change in an assignment  
8 must be made, the staff member will be notified in writing as soon thereafter as  
9 possible.

10  
11 F. 1. Staff members may be offered an extra-duty contract for duties beyond the  
12 individual's appointment. When awarding such extra-duty contracts, the  
13 District will give preferential consideration to in-district applicants who  
14 meet the job description/selection criteria.

15  
16 2. Failure to accept an extra-duty contract offer for summer school, Highline  
17 Evening Learning Program teacher, Highline Evening Learning Program  
18 coordinator/counselor, Hi-Liner's Director, Marching Band Director,  
19 student driving instructor or curriculum studies will not result in  
20 reappointment.

21  
22 3. Failure to accept an extra-duty contract offer with their assignment as band  
23 directors, choral directors, counselors, consultants, psychologists,  
24 librarians, social workers, student placement specialists, environmental  
25 education specialists, and specified vocational teaching personnel may, at  
26 the District's option, result in the staff member's reappointment.

27  
28 4. A staff member who fails to accept an extra-duty contract offer for head  
29 psychologist, head speech language pathologist, head teacher  
30 multi-handicapped, head nurse, head elementary counselor, head  
31 secondary counselor, intramural supervisor, debate, drama, journalism,  
32 annual and outdoor education may be reappointed by the District at its  
33 option.

34  
35 G. Prior to the end of school, supervisors will inform staff members who possess  
36 extra-duty contracts for department chairperson, drama, band, chorus, annual,  
37 journalism and debate as to whether they are or are not to be offered such  
38 contracts for the ensuing school year. If there is a change in such extra-duty  
39 contracts, the staff member involved will be notified as soon thereafter as  
40 possible. A reasonable effort shall be made to provide notice of extra-duty  
41 contract awards in writing prior to the beginning of each school year as soon as  
42 possible, but in no event later than thirty (30) calendar days prior to the beginning  
43 of the appropriate season, whichever is later.  
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ARTICLE XIX

PERSONNEL ACTIONS

A. Employee initiated personnel actions

1. Position Exchange: Employees are encouraged to improve their professional experience and awareness by exchanging positions (this term does not include extra duty contracted jobs) with other employees as provided below. During the month of March, in order to facilitate position exchange opportunities, the Highline School District and the Highline Education Association agree to host a meeting for staff members to declare their interest in position exchanges for the following year and to facilitate those exchanges. On or before April 15, staff members interested in exchanging their positions with other employees must submit to the human resources department a written application which indicates the purpose of the exchange, the positions involved, the approval of the building administrators involved, and for secondary, the length of the exchange (i.e., one semester or for the full year). Exchanges involving elementary staff members will be for a full school year. Final action and approval by the human resources department on such applications shall be made by June 15. All exchange applications must be for exchanges which are to occur the following school year. No employee may exchange positions more than once in a three year period of time. Positions involved in the exchange process need not be subject to the posting procedure of the Agreement. The Association may request a listing of exchanges.

2. a. Voluntary Transfer Program: Staff members who wish to be transferred to a different position for the ensuing school year must submit a transfer request to the human resources department by April 15. Prior to the convening of the Principal Transfer Committee, the District will provide to the Association a list of those requesting a transfer, a list of all available positions, the specific composition of the committee and a list of all surplused staff. Staff members may withdraw their request up to three (3) working days prior to the announced convening of the Principal Transfer Committee. On the last day of each school year, all voluntary transfer requests not honored shall be considered void, unless the staff member submitting the request has notified the director of human resources in writing that she/he wants the request to remain in effect. The District will develop a form on which staff members so interested in being transferred will indicate:

- (1) the buildings to which staff wish to be transferred;
- (2) the grade levels/departments to which they wish to be transferred;
- (3) why they want to be transferred;
- (4) what the requesting staff member could contribute to the new building; and

1  
2 Article XIX (Personnel Actions)  
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- 4 (5) statistical information: years in the district, years in the  
5 present assignment.  
6

7 The human resources department with a Principal Transfer  
8 Committee shall match up transfer requests and coordinate action  
9 on the request. Positions involved in such transfers are not subject  
10 to any posting requirements. The District shall provide to the  
11 Association the finalized list of transfers and assignments at the  
12 conclusion of the transfer committee's work.  
13

14 Staff members would only be transferred to buildings and grade  
15 level/departments that they have indicated on their transfer request  
16 unless mutually agreed to otherwise. Two staff members may join  
17 in submitting a mutual request. When a staff member requests a  
18 transfer, he/she shall not be video taped.  
19

- 20 b. A staff member who wishes to be considered for vacant jobs shall  
21 submit his/her name on the proper form to the human resources  
22 office by May 15. The human resources office shall notify such  
23 staff member of any vacant position for which the staff member  
24 has indicated a desire to apply. Such notice shall be sent as far in  
25 advance as practical before the final date when applications will be  
26 accepted but ordinarily not less than ten (10) days before such date.  
27 Such notice sent to the designated address shall satisfy the District  
28 notice requirement. The human resources office shall post the  
29 notice of a vacant position as it occurs during the summer period at  
30 the administration office and a copy of the notice shall be sent to  
31 the Association.  
32
- 33 c. After ten (10) consecutive years in a building, a staff member shall  
34 receive two (2) days pay at per diem as an incentive when  
35 transferred.  
36

- 37 3. Posted Openings: A job or position which becomes vacant due to the  
38 death, resignation or other employment termination of the staff member  
39 who held the position or the taking of a different job which creates a  
40 vacancy, shall be an open position and subject to the following posting and  
41 application process.  
42

43 a. Posting Process  
44

- 45 (1) In Building/Program: The District shall notify staff  
46 members within a building/program that such  
47 building/program has a vacant position. Such staff  
48 members shall be given two (2) school days to submit a  
49 letter of application to the building administrator. A  
50 reasonable effort shall be made by the immediate  
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Article XIX (Personnel Actions)

supervisor to notify building/program staff members who have indicated a preference for the vacant position in the survey conducted the previous spring.

- (2) District-wide: If the position is not filled from building/program applicants, then the District shall post the position district-wide. District-wide posting shall mean notice of vacant positions being sent to the Association and posted in a prominent location in each school building as far in advance as practical, but no less than three (3) school days before the final date when applications will be accepted. Staff members who desire to apply for a vacant position shall submit their letter of application to the District human resources office within the time limits contained in the posted notice for possible assignment to that position.
- (3) *From March 1 through the last day of school, the District may fill a position which becomes vacant with a substitute if there is evidence that the school's staff allocation will be reduced by at least one (1) position for the following year.*

b. Job postings prepared for district-wide posting shall contain:

- (1) specific job requirements of the applicant;
- (2) general minimum expectations for the job;
- (3) status of job (i.e., temporary or continuing);
- (4) closing date for receipt of application;
- (5) application requirements and where to send application materials;
- (6) opening date for receipt of applications;
- (7) proposed starting date for the job.

Current District employees need only submit a letter of application and other specific application requirements pertinent to the position as requested.

- c. Considerations: Applicants for positions posted district wide (whether during the expedited or school year period, and whether screened by a single hiring official or committee) shall be assessed as to items (1), (2), (4) and (5) above. When a staff member applies for a posted position, he/she shall not be video taped. Applicants who do not meet these items will not be considered for the open position. If more than one applicant is judged by the District to be equally qualified and best suited for the position, the applicant with the greater seniority shall be appointed to the position. In the event an applicant is selected

1 Article XIX (Personnel Actions)

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3 over a senior employee, the senior employee may request that the  
4 reason(s) for the bypass be put in writing. Further, if the senior  
5 employee wishes to have the determination to bypass reviewed by  
6 a selection review committee, the employee shall submit in writing  
7 to the human resources office a request for a review.  
8

9 (1) Such request shall state the position for which the employee  
10 was bypassed, the name of the successful applicant, and  
11 specify the date the employee learned of the decision.  
12

13 (2) Such request shall be accompanied by the District's written  
14 reason(s) for the bypass and shall be received by the human  
15 resources office within ten (10) working days of the date of  
16 the employee's receipt of the written reason(s). The human  
17 resources office shall notify the Association that it has  
18 received a request for a review.  
19

20 (3) Upon receipt of a request for a review, the District shall  
21 within five (5) working days submit four (4) names to the  
22 Association as its candidates for membership on the  
23 selection review committee. The Association shall likewise  
24 within five (5) working days submit the four (4) names of  
25 its candidates to the District human resources office. The  
26 District shall select two names from the Association's list,  
27 and the Association shall select two names from the  
28 District's list within three (3) working days from receipt of  
29 the other's list. No candidate shall have been involved with  
30 the original selection and determination to bypass;  
31 Association candidates shall be acquainted with the job  
32 demands of the position in question.  
33

34 (4) The two selected Association candidates and the two  
35 selected District candidates shall be the Selection Review  
36 Committee. The committee shall conduct its business  
37 during normal District business hours unless mutually  
38 agreed otherwise and shall have the following  
39 responsibilities:  
40

41 (a) It is to conduct a factfinding review of the selection  
42 and determination to bypass.  
43

44 (b) It has the authority to:

- 45  
46 1) interview the bypassed employee;  
47 2) Interview the selected individual;  
48 3) Interview the hiring official (including any  
49 committee used by the hiring official);  
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51

1 Article XIX (Personnel Actions)

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3 4) Review the personnel and applicant files of  
4 the bypassed employee and successful  
5 applicant;  
6 5) Investigate such other information sources  
7 as it deems appropriate.  
8

- 9 (c) Upon completion of its factfinding review, the  
10 Selection Review Committee is to answer only the  
11 following question with a "yes" or a "no":  
12

13 Is the ability and performance of the senior  
14 applicant greater than or equal to the  
15 successful applicant?  
16

17 The question can only be answered by the  
18 committee by a majority vote of three or  
19 unanimously; there can be no ties. The decision  
20 must be made within ten (10) working days from  
21 the formation date of the committee. However, if  
22 the committee is unable to answer the question as  
23 required within the ten (10) working days, a second  
24 committee will be formed. No member of the first  
25 committee will be asked to be on the second  
26 committee. The second committee must meet until  
27 the question is answered by a majority vote of three  
28 or unanimously. There can be no ties.  
29

- 30 (d) The decision of the Selection Review Committee  
31 is not appealable beyond the committee. There  
32 shall be no right to grieve seniority bypasses.  
33

34 d. Applicants may request of human resources the status of their  
35 application for positions posted district-wide and have the final  
36 status put in writing.  
37

38 e. If a staff member is reassigned or transferred to such a position,  
39 notice of which was posted district-wide, the District, at its option,  
40 may fill any vacant position due to the filling of the prior posted  
41 position without following the posting procedures. (The first  
42 vacancy caused by the filling of a vacant position during the time  
43 period indicated above shall be filled for the remainder of the year  
44 or semester on a temporary basis. If the subsequent position is  
45 filled on a temporary basis, non-continuing contract employees  
46 with that certification and/or endorsements shall be notified and  
47 may apply for a change in their contract status. The human  
48 resources department and the affected principal(s) shall determine  
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1 Article XIX (Personnel Actions)  
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3 if one of the qualified applicants shall receive a continuing  
4 contract. If no one applies or is selected for the continuing  
5 contract, then the position shall be posted as an open position for  
6 the next school year or term unless filled as a permanent position  
7 through the posting process or otherwise filled as provided below  
8 for district initiated personnel actions.)  
9

10 f. Vacant positions not filled from within the program/specialty  
11 category for itinerants (elementary P.E. teachers, elementary Music  
12 teachers, Reading Specialists and Librarians), E.S.A. (Nurses,  
13 Psychologists, Speech/Language Pathologists, Counselors, Social  
14 Workers and Occupational/Physical Therapists), Special  
15 Education, E.S.L., Project Success, Specialists and Consultants  
16 shall be posted district-wide.  
17

18 g. Staff members who are currently employed by the District will be  
19 given first consideration for full-time or part-time positions for  
20 which they qualify by training or experience and may be  
21 considered for extra-duty contracts. Principals/Supervisors will  
22 assist less than full-time employees who desire to increase to or  
23 towards full-time employment.  
24

25 B. **District Initiated Personnel Actions:**  
26

27 1. **Excess Staff:**  
28

29 a. **Position Excess:** A position or part of a position may be declared  
30 excess by the District when all or part of that position is no longer  
31 needed due to economic reasons, levy failure, loss of state or  
32 federal funds, declining enrollment in a building and/or program or  
33 insufficient course enrollment or a combination of these factors.  
34 The immediate supervisor shall notify in writing a staff member  
35 whose position was declared excess as soon as such is determined.  
36 A staff member holding the appointment to a position or part of a  
37 position subsequently declared to be excess shall be reappointed  
38 pursuant to the provisions regarding assignment, transfer or layoff  
39 and recall.  
40

41 b. **Building/Program Excess:** When a building or program staff  
42 allocation is reduced and attrition will not alleviate the situation,  
43 the total building or program staff shall be surveyed to determine if  
44 there are any volunteers for transfer. In the event no volunteers are  
45 found, the building/program staff member with the least seniority  
46 pursuant to Article XX (Layoff and Recall) will be reappointed.  
47 The District will attempt to make its initial staff allocation decision  
48 prior to May 15 and notify building administrators of projected  
49 numbers of staff expected to be in excess of the building or  
50 program allocation for next year. Staff members transferred  
51  
52

1 Article XIX (Personnel Actions)  
2

3 for reasons stated in this paragraph shall not be transferred for such  
4 reasons in any two (2) consecutive school years regardless of  
5 seniority unless the second such transfer is due to the closing of a  
6 school building or program. A staff member surplusd due to  
7 excess staff will be placed in a position matching his/her declared  
8 categories and/or specialties and/or endorsements.  
9

- 10 c. Closed Building/Program: The determination to close a school  
11 building or district-wide program will generally be made by May  
12 15 of the school year preceding the school year in which the  
13 closure will take place. Affected staff members will be  
14 reappointed pursuant to the provisions regarding assignment,  
15 transfer or layoff and recall.  
16  
17 d. Any staff member surplusd from a, b, or c above shall have first  
18 priority upon applying for a position/program held within the last  
19 two years.  
20  
21 e. During the period of time between the fifteenth (15th) of August  
22 and the fifteenth (15th) school day, the District may appoint staff  
23 members who lack an appointment because of position or  
24 building/program excesses or the closure of a school building or  
25 district-wide program to positions in need of staff even if the  
26 position has not been posted district-wide provided the subsequent  
27 position is similar to the staff member's former position.  
28

29 2. Re-opening Buildings: Staffs will be appointed in the following order  
30 when a building is reopened;  
31

- 32 a. volunteer staff members whose students move to a newly opened  
33 building;  
34  
35 b. surplusd staff (provided that information is available);  
36  
37 c. staff returning from leave (provided that information is available);  
38  
39 d. voluntary transfers (provided that information is available);  
40  
41 e. district-wide position postings; and  
42  
43 f. new hires.  
44

45 3. Administrative Transfers:  
46

47 The District may transfer staff members administratively. Staff members  
48 who are administratively transferred shall be informed by the transferring  
49 supervisor, in writing, of the reason for the transfer. Staff members shall  
50  
51

1 Article XIX (Personnel Actions)

2  
3 administratively transferred only once in any two (2) year period except by  
4 mutual agreement between the District and the transferee.

5  
6 4. Disciplinary Transfers:

7  
8 The District may transfer staff members for disciplinary reasons. Should  
9 the District so transfer an employee, the District shall indicate in writing  
10 that the transfer is for disciplinary reasons. Such transfer shall be subject  
11 to the progressive discipline requirements of Article XIV.  
12

13 C. Extra Duty Opening:

- 14  
15 1. All appropriate district employees shall be notified, in writing, of the  
16 availability of extra-duty contracts represented in this Agreement.  
17 Candidates will be considered based on the job description/selection  
18 criteria indicated in the notification.  
19  
20 2. All openings for cheer advisor, summer school (regular and extended  
21 school year <ESY>), Traffic Safety Education and Highline Evening  
22 Learning Program positions shall be posted in the same manner as for  
23 regular openings. Positions held by persons not under contract shall be  
24 subject to yearly posting.  
25  
26 3. Applicants for such positions shall be notified of the actions taken  
27 regarding their applications.  
28

29 D. Extra Duty Reappointment:

30  
31 Should an extra-duty contract position as listed in Article XVIII (Appointment),  
32 Paragraph F.3. and F.4. not be filled by building staff after district-wide posting,  
33 the District may reappoint the individual selected to fill the vacant extra-duty  
34 position to the building. Should the District appoint the individual to the building,  
35 building staff members will be considered for reappointment pursuant to the  
36 following guidelines:  
37

- 38 1. Staff members who, during their first year at the building held one or more  
39 contracted extra-duty positions and currently are not contracted to any  
40 extra-duty positions nor are expected to be awarded such a contract, shall  
41 be considered for changes in appointment first.  
42  
43 2. Staff members who, during their first year at the building did not hold an  
44 extra-duty contract but subsequent to their first year at the building were  
45 contracted for extra-duty positions and currently are not expected to be  
46 awarded such a contract, shall be considered for changes in appointment  
47 second.  
48  
49  
50

1 Article XIX (Personnel Actions)

- 2
- 3 3. Staff members who, during their tenure at the building have never held an  
4 extra-duty contract nor are expected to be awarded such a contract, shall  
5 be considered for changes in appointment third.
- 6
- 7 4. Staff members who have two (2) or fewer years in the building and were  
8 appointed to the building following a surplus of their prior position or  
9 because they were displaced from a prior building pursuant to Paragraph B  
10 of this Article shall not be transferred.

11

12 The least senior staff member within a given category (1, 2 or 3 above)  
13 whose instructional subject area is similar to the individual awarded the  
14 extra-duty contract shall be selected by the District for reappointment  
15 unless it is determined by the District that a school's program or a  
16 particular departmental position cannot be adequately filled by any senior  
17 staff member within the category.

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

LAYOFF AND RECALL

A. Procedures for Staff Reduction

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

1. Determination of Vacant Positions

- a. The District will determine, as accurately as possible, the total number of staff members known as of May 1 to be leaving the District. These vacancies will be taken into consideration in determining the number of available positions for the following school year.
- b. Individuals on leave who notify the District of their intention to return to work for the ensuing school year from a Sabbatical, Educational, Health or Other Leave before May 15 will be considered for retention like other staff members pursuant to Article XX (Layoff and Recall).

2. Leave of Absence

In addition, staff members with at least one (1) year of experience shall be invited to apply for a one (1) year leave of absence without pay. The Superintendent shall recommend favorable action by the Board for any applicant if the granting of such leave would eliminate the necessity for the involuntary termination of a staff member. Any staff member taking such a leave of absence shall be entitled to reemployment by the District following the expiration of the leave period unless such person would otherwise have been terminated under these staff retention procedures, in which case the staff member shall be placed in the employment pool established in these procedures and be subject to reemployment as therein provided. Staff members taking a one (1) year leave of absence shall be responsible for providing the District with their mailing addresses and any changes thereof during their leave period. Any staff member entitled to reemployment following the expiration of the staff member's one (1) year leave of absence shall continue to be subject to the provisions of RCW 28A.67.070 and the provisions of the applicable staff retention procedures in the same manner as if actually employed by the District during the leave period.

2  
3 3. Certification

4  
5 To ensure that the staff member recommended for retention will be qualified  
6 to implement the educational program determined by the Board, he/she must  
7 possess a valid Washington State certificate as may be required for the  
8 position(s) under consideration.  
9

10 4. Employment Categories

11  
12 The following categories and specialties are established to ensure the  
13 qualifications of personnel assigned to retained positions:  
14

- 15 a. Elementary (K-6) staff members will be considered for retention in  
16 these following categories:  
17 Classroom Teachers  
18 Elementary Librarians  
19 Gifted  
20 Music Teachers  
21 Physical Education Teachers  
22
- 23 b. Non-elementary staff members (7-12) will be considered for retention  
24 in subject matter areas or departments. Each subject matter area or  
25 department is a category defined by, but not limited to one (1) of the  
26 following:  
27 Art  
28 Business Education  
29 Family and Consumer Science Education  
30 Individual Languages (e.g., French, Spanish and German)  
31 Industrial Arts  
32 Language Arts  
33 Math  
34 Middle School Core  
35 Music  
36 Physical Education and Health  
37 Science  
38 Secondary Librarians  
39 Social Studies  
40
- 41 c. Staff members will be considered for retention according to their  
42 specialties, which will include:  
43 Consultants (by field of specialty)  
44 Counselors  
45 English As A Second Language  
46 Nurses  
47 Occupational Therapists  
48 Physical Therapists  
49 Psychologists  
50 Social Workers  
51 Speech Language Pathologists

2  
3 Special Education Personnel (by field of specialty)  
4 Student Placement Specialist  
5 \*Vocational Teachers (by field of specialty)  
6

7 If necessary, modifications to the above lists shall be agreed to by the District  
8 and the Association.  
9

10 5. Retention by Employment Category

11  
12 Each staff member will, in accordance with the criteria set forth in Paragraph  
13 A.6. hereof, be considered for retention in the category or specialty  
14 appropriate to the position held at the time of the implementation of these  
15 procedures. For the purposes of this paragraph, an employee is currently  
16 performing in any given category or specialty if .6 F.T.E. or more of such staff  
17 member's position is devoted to such category or specialty. Staff members  
18 may also be considered for retention in such additional categories or  
19 specialties as such staff member may designate in writing to the  
20 Superintendent or designee; provided, that in order to qualify for consideration  
21 in any such additional category, the staff member must have a college or  
22 university major and/or certification and/or endorsement in such category/  
23 specialty or have a minimum of four (4) semesters experience at a minimum  
24 of .4 F.T.E. per semester in such additional category/specialty/ endorsement.  
25 Staff members may be considered for retention in up to four (4) employment  
26 categories/specialties including categories/specialties appropriate to their  
27 present positions. Employees must accept an assignment in any  
28 category/specialty for which they are retained.  
29

30 Every staff member will be surveyed by the District each year and be  
31 requested to indicate:

- 32  
33 a. Which categories and/or specialties he/she is qualified for as per  
34 paragraphs 4 and 5.  
35  
36 b. The number of quarter hours of college credit earned as of February 1  
37 of the current year.  
38

39 All written designations for consideration in additional categories and/or  
40 specialties shall be submitted in writing within five (5) working days after the  
41 request for such information is made by the Superintendent or designee. On  
42 or before March 1 of the current year, the District will confirm with each staff  
43 member individually as to his/her categories and/or specialties and number of  
44 credit hours. Corrections shall be made by April 15 of the current year, and a  
45 corrected seniority list with each staff member's experience and credits  
46 indicated, will be provided to the Association as soon thereafter as is  
47 reasonably possible.  
48  
49

50 \*If their current assignment is at least one (1) teaching period per day or more.  
51

1 Article XX (Layoff and Recall)

2  
3 Staff members will be considered for additional categories and/or specialties  
4 only if they do not qualify for retention in the category or specialty  
5 appropriate to the position held by such staff member at the time of the  
6 implementation of these procedures. No staff member shall be considered for  
7 retention in a position of higher rank than the position held by such staff  
8 member at the time of implementation of these procedures. District's salary  
9 structure as of the time of the implementation of these procedures shall  
10 determine whether a position is "of higher rank" than the position currently  
11 held by the staff member.  
12

13 6. Selection Within Employment Categories

14  
15 Staff members shall be considered for retention in available positions within  
16 the categories or specialties for which they qualify under Paragraph A.5.  
17 hereof. In the event that there are more qualified staff members than available  
18 positions in a given category or specialty, the following criteria shall be used  
19 to determine which staff members shall be recommended for retention:  
20

- 21 a. Total seniority as a staff member shall be the basis for retention for  
22 those categories and specialties identified in Paragraph A.4. above.  
23 Within each such category or specialty the staff member(s) having the  
24 greater seniority shall be recommended for retention. In the event ties  
25 exist, the staff member(s) having the highest number of college or  
26 university credits beyond the B.A. degree as recorded in the human  
27 resources office as of March 1 of the current school year, shall have  
28 preference. If ties remain, the staff member(s) having part-time  
29 experience in the last two (2) years shall have preference. All other  
30 ties shall be determined by drawing lots among the tied staff members.  
31 No staff member's F.T.E. shall be increased by reason of being  
32 retained.  
33  
34 b. "Seniority" within the meaning of this paragraph shall mean years of  
35 certificated experience of the nature eligible for recognition by the  
36 District for salary purposes, regardless of whether actually recognized  
37 on a given salary schedule.  
38

39 7. Implementation

40  
41 The provisions of Paragraphs A.1. through A.6. above shall be implemented  
42 on or before May 15 of the school year prior to the school year in which any  
43 staff reductions may be necessary. Written notification, including names,  
44 categories/specialties and seniority, shall be provided to the Association at  
45 least three (3) working days prior to implementation.  
46  
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2  
3 8. Employment Pool

- 4  
5 a. All employees who are not recommended for retention in accordance  
6 with these procedures shall be terminated from employment and  
7 placed in an employment pool for possible reemployment during the  
8 first school year immediately following his or her placement in the  
9 employment pool. Employment pool personnel will be given the  
10 opportunity to fill open positions within the categories or specialties  
11 identified in Paragraph A.4. for which they are qualified under  
12 Paragraph A. If more than one (1) such individual is qualified for an  
13 open position, the criteria set forth in Paragraph A.6. shall be applied  
14 to determine who shall be offered such position.  
15
- 16 b. Any individual wishing to remain in the employment pool for a second  
17 year shall notify the Superintendent or designee in writing between  
18 June 1 and June 30, of his/her first year in the employment pool. If  
19 such notification is not received, the name of any such individual shall  
20 be dropped from the employment pool. The District shall make a  
21 reasonable effort to notify individuals remaining in the employment  
22 pool of this obligation.  
23
- 24 c. When a vacancy occurs for which person(s) in the employment pool  
25 qualify, notification from the District to such individual(s) will be by  
26 at least two (2) phone calls. One (1) phone call will be made before  
27 eleven (11:00) a.m. and, if needed, the second call will be made after  
28 two (2:00) p.m. on the same day. Should no contact be made, a third  
29 phone call will be placed to the individual designated to be the  
30 employee's authorized power of attorney. It is the responsibility of the  
31 person in the employment pool to have on file with the human  
32 resources department an up-to-date phone number and name and  
33 phone number of an individual authorized to be contacted and  
34 authorized to accept or reject the offer in the event the employment  
35 pool person can not be contacted first. Such individuals will have two  
36 (2) school district business days from the date of the contact to accept  
37 or reject the offer. If an individual in the employment pool fails to  
38 accept a position for which he/she is eligible, such individual will  
39 remain in the employment pool.  
40
- 41 d. Staff members who were previously assigned to full time positions  
42 shall be recalled to full time positions provided that such staff member  
43 shall have the option of accepting any part-time positions that may  
44 exist without jeopardizing his/her recall status for any full-time  
45 position unless otherwise determined by the district on a case by case  
46 basis.  
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1 Article XX (Layoff and Recall)

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- e. The provisions of this Paragraph 8 shall be applicable to all employees terminated under the terms of this article and also to all persons having employment pool status under any prior layoff and recall article. To the extent that any conflict exists between the recall procedures of this article and any prior article, the provisions of this article shall govern the recall rights of persons having employment pool status under any prior layoff and recall article.
- f. While a former staff member is unemployed and remaining in the employment pool, he/she shall have the option to remain as an active participant in group medical, dental, vision and life insurance programs if such an arrangement is agreeable to the carrier and the District. Any such arrangements shall be at no cost to the District, and all premiums are due as determined by the District and the carrier.
- g. Individuals who are on a Sabbatical, Educational, Health or Other Leave and who notify the District after May 15 of their intention to return the succeeding school year (in a year in which there is a layoff) will be placed in the Employment Pool.

B. It is recognized that certificated personnel of the District holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement, may be eligible under applicable Board Policy and Administrative Procedures for retention in one or more of the employment categories identified in Paragraph A.4. above.

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ARTICLE XXI

STAFF EVALUATION

- A. Evaluation will be conducted for certificated staff members employed under a temporary, provisional or a continuing contract with the District. Because of the differences in responsibility of staff members, practical methods of evaluation will be implemented which are appropriate to the position being evaluated.
- B. The staff member's immediate supervisor will be responsible for the staff member's evaluation. The immediate supervisor will be determined by the organization plan of the District. Any staff member responsible to more than one (1) supervisor will be evaluated on a single evaluation form and will be notified in writing by October 1 who the evaluator will be. Employees hired after September 15 will be notified in writing within fifteen (15) working days of employment.
- C. All staff members shall be evaluated in accordance with the criteria appropriate to their assignments. (See Appendix A) Comments in narrative form for each criteria must be made by the authorized evaluating individual. Only the appropriate District evaluation forms may be used to document the evaluation. Copies of each of the various District evaluation forms shall be provided to the Association prior to printing such forms. The copies shall be reviewed by the Association and, if found to be consistent with this Article, the forms shall be accepted by the Association.
- D. Evaluations shall be filed in the staff member's personnel file at the District human resources office.
- E. Evaluations will be made as follows:
1. All staff members, including new staff members, shall be evaluated annually. Such evaluations shall follow the procedure for annual evaluations as outlined below and shall be submitted to the human resources office no later than August 1 of the year in which evaluation takes place.
  2. If a staff member resigns for other than retirement reasons during the school year, a final evaluation shall be completed prior to the termination date when possible unless an annual evaluation has already been completed or the staff member has worked less than nine (9) weeks. Retiring employees may request an evaluation if they retire during the school year.
  3. If a staff member is transferred to another position not under the current supervisor's jurisdiction, an evaluation shall be made by the current supervisor at the time of the transfer provided, however, that if the staff member has worked less than nine (9) weeks for the supervisor prior to the transfer, no evaluation need be made.

1  
2 Article XXI (Staff Evaluation)  
3

4 4. If the supervisor contemplates recommending that a staff member be placed on  
5 probation, the evaluation shall be made by the supervisor on or before January 15.  
6 The staff member shall submit a self-evaluation and any other written response  
7 prior to the superintendent's determination of any probationary recommendation.  
8

9 5. An overall rating of "satisfactory" or "unsatisfactory" shall summarize the  
10 evaluation.  
11

12 6. **Short Form Evaluation**  
13

14 a. After an employee has four (4) years of satisfactory evaluations under the  
15 current regular evaluation process as outlined in this Article, the  
16 immediate supervisor may use a short form of evaluation.  
17

18 b. An employee or evaluator may request that the regular evaluation  
19 procedure be conducted in any given school year.  
20

21 c. The evaluator shall choose one (1) of the (2) options below for the short  
22 form process:  
23

24 1) One (1) thirty (30) minute observation during the school year with  
25 a written summary.  
26

27 2) Two (2) observations during the school year totaling sixty (60)  
28 minutes. A final annual written evaluation, based on the criteria in  
29 Appendix A, summarizing both observations is to be given to the  
30 employee after the second observation.  
31

32 d. The short form evaluation shall not be used as a basis for determining that  
33 an employee's work is unsatisfactory under Sections I. or J. of this Article,  
34 nor as probable cause for non-renewal of an employee's contract under  
35 RCW 28A.405.210.  
36

37 e. All employees on short form evaluation are eligible for the Professional  
38 Growth Option (Appendix I).  
39

40 F. **Observations:**  
41

42 1. All staff members newly employed by the District shall be observed for the  
43 purpose of evaluation at least once for a total observation time of thirty (30)  
44 minutes during the first ninety (90) calendar days of their employment.  
45  
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1 Article XXI (Staff Evaluation)  
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- 3 2. For the purpose of the regular evaluation procedure (long form), each staff  
4 member shall be observed at least twice each school year. One such observation  
5 shall occur prior to January 1 and another following January 1. Total observation  
6 time for each staff member for each school year shall not be less than sixty (60)  
7 minutes and one (1) of the observations shall be at least twenty (20) continuous  
8 minutes. A series of brief observations conducted within a period of ten (10)  
9 working days may be a single observation.  
10
- 11 3. In addition to the observations required under Paragraphs F.1. and F.2. above,  
12 supervisors may make additional observations at any time during the school year.  
13
- 14 4. Observations for a short form evaluation shall be in accordance with E.6.c. above.  
15
- 16 5. The supervisor or other designated evaluator shall promptly document in writing  
17 each observation and shall provide the staff member with a copy thereof within  
18 three (3) working days of the observation. If areas of deficiency are noted,  
19 suggestions for improvement shall be included in the written report. A staff  
20 member may request a conference with the supervisor or the designee to discuss  
21 the observation. The staff member shall sign and date the observation report to  
22 indicate that he/she has seen the report. The staff member's signature on the  
23 observation report does not necessarily imply agreement with the contents thereof.  
24
- 25 6. Evaluators will take into consideration the extent to which individual assignments  
26 include several subject areas. The distribution of observation time should reflect  
27 the major and minor areas of the assignment. The actual allocation of time spent  
28 in observing a staff member with a mixed subject matter preparation assignment  
29 shall be recorded by the supervisor on the evaluation form.  
30

31 G. Procedures applicable to all evaluations:  
32

- 33 1. By October 1 or within thirty (30) days of employment, the District will provide  
34 each staff member with a copy of the evaluative criteria appropriate to the staff  
35 member's assignment. (See Appendix A) The staff member may request a  
36 conference with the supervisor to discuss the evaluative criteria prior to the first  
37 observation.  
38
- 39 2. The evaluation of a staff member's performance shall be based upon the direct  
40 observation of the staff member's assignment by the immediate supervisor or  
41 designee as provided in Paragraph F. above and/or verified factual information.  
42 If an immediate supervisor becomes a party to information that could affect a staff  
43 member's evaluation, such information cannot be used on the evaluation unless  
44 the immediate supervisor has verified the information by either subsequent direct  
45 observation or investigation that verifies the information to be accurate and  
46 factual, and has brought it to the staff member's attention at the time the  
47 supervisor determines that there is a potential problem.  
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1 Article XXI (Staff Evaluation)  
2

- 3 3. Following the completion of each evaluation, a meeting shall be held between the  
4 supervisor and the staff member to discuss the evaluation reports and, if  
5 appropriate, to jointly develop a plan for growth in professional effectiveness.  
6  
7 4. The staff member shall sign the evaluation report to indicate that he/she has seen  
8 the report and has discussed its contents with the supervisor. The staff member's  
9 signature on the evaluation report does not necessarily imply agreement with the  
10 evaluation.  
11  
12 5. The staff member shall be given a copy of each evaluation report.  
13  
14 6. Following completion of any evaluation, the staff member shall have the option of  
15 responding in writing to the supervisor's evaluation. Any such written response  
16 shall be submitted within a reasonable period of time from the receipt of the  
17 evaluation or the evaluation conference, whichever is later to the supervisor for  
18 signature and shall then be forwarded to the District human resources office for  
19 inclusion in the staff member's personnel file. The failure of the staff member to  
20 elect to submit a response to an evaluation shall not be interpreted to indicate  
21 agreement with the evaluation.  
22

23 H. Procedures applicable to annual evaluations:  
24

- 25 1. Staff members may prepare a self-evaluation. Any staff member placed on  
26 probation shall complete a self-evaluation as provided below in Paragraph J.7. On  
27 or before May 15, copies of the supervisor's evaluation and the staff member's  
28 self-evaluation, if any, shall be exchanged simultaneously. The supervisor will  
29 inform the staff member of the date the exchange shall occur. The evaluation and  
30 self-evaluation shall be on the appropriate forms.  
31  
32 2. On or before May 31, the supervisor and the staff member shall meet to discuss  
33 the evaluation and, if appropriate, to jointly develop a plan for growth in  
34 professional effectiveness.  
35  
36 3. The staff member's self-evaluation shall become part of the staff member's  
37 personnel file unless he/she specifically requests otherwise.  
38  
39 4. The signed evaluation form(s) shall be promptly forwarded to the District human  
40 resources office for inclusion in the staff member's personnel file. All evaluation  
41 forms shall be submitted to the human resources office no later than August 1 of  
42 the year in which the evaluation is made.  
43  
44 I. Should the evaluation process reveal the need for improvement in one (1) or more areas  
45 defined by the evaluative criteria, the supervisor and the staff member shall develop a  
46 mutually acceptable written plan designed to improve the staff member's effectiveness.  
47 In developing such a plan, staff members and supervisors may request the assistance of  
48 mutually agreed upon District employed certificated third party (e.g., coordinator,  
49 department head, psychologist, teacher) to observe the staff member's performance and  
50 provide a written report of any recommendations for improvement to both the staff  
51 member and supervisor in order to assist in the development of a professional growth  
52 plan subsequent to the completion of the annual evaluation process.

1 Article XXI (Staff Evaluation)  
2

- 3 J. 1. Prior to Probation: Before placing a staff member on probation there shall have  
4 been:  
5  
6 a. A minimum of sixty (60) minutes of cumulative observation time.  
7  
8 b. A minimum of two (2) observations, the first of such shall have occurred  
9 no earlier than February 1 of the previous school year.  
10  
11 c. A minimum of twenty (20) school days between the date upon which the  
12 staff member has received the report of the first observation and the final  
13 observation.  
14  
15 d. No more than twenty (20) school days from the date the last pre-probation  
16 observation report was received by the staff member and the  
17 superintendent places the staff member on probation.  
18  
19 2. Supervisor's Report: In the event that a principal or other supervisor determines  
20 on the basis of the evaluation criteria that the performance of a staff member  
21 under his or her supervision is unsatisfactory, the supervisor shall report the same  
22 in writing to the superintendent on or before January 20. The report shall include  
23 the following:  
24  
25 a. The evaluation report prepared pursuant to the provisions of Paragraph  
26 E.4. above; and  
27  
28 b. A recommended specific and reasonable program to assist the staff  
29 member in improving his/her performance.  
30  
31 3. Establishment of Probationary Period: If the superintendent concurs with the  
32 supervisor's judgment that the performance of the staff member is unsatisfactory,  
33 the superintendent shall place the staff member in a probationary status beginning  
34 on or before February 1 and ending sixty (60) school days later. On or before  
35 February 1, the staff member shall be given written notice of the action of the  
36 superintendent which notice shall contain the following information:  
37  
38 a. Specific areas of performance deficiencies;  
39  
40 b. A suggested specific and reasonable program for improvement  
41  
42 c. A statement indicating the duration of the probationary period and that the  
43 purpose of the probationary period is to give the staff member the  
44 opportunity to demonstrate improvement in his/her area(s) of deficiency.  
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1 Article XXI (Staff Evaluation)  
2

3 4. Evaluation During the Probationary Period:  
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- 5 a. At or about the time of the delivery of the probationary letter, the principal  
6 or other supervisor shall hold a personal conference with the probationary  
7 staff member to discuss the performance deficiencies and the remedial  
8 measures to be taken. The supervisor may authorize one (1) additional  
9 staff member to evaluate the probationer and to aid the staff member in  
10 improving his/her areas of deficiency.  
11  
12 b. During the probationary period, the principal, supervisor or other evaluator  
13 shall meet with the probationary staff member at least twice monthly\* to  
14 supervise and make a written evaluation of the progress, if any, made by  
15 the staff member. The provisions of Paragraph F.5. above shall apply to  
16 the documentation of observation used in evaluation reports during the  
17 probationary period.  
18  
19 c. The superintendent may remove a staff member from probation at any  
20 time by notifying the person in writing that he/she has demonstrated  
21 improvement to the satisfaction of the immediate supervisor in those areas  
22 specifically detailed in his/her notice of probation.  
23

24 5. Supervisor's Post-Probation Report: Unless the probationary staff member has  
25 previously been removed from probation, the principal or other supervisor shall  
26 submit a written report to the superintendent at the end of the probationary period,  
27 which report shall identify whether the performance of the probationary staff  
28 member has improved and which shall set forth one of the following  
29 recommendations for further action:  
30

- 31 a. That the staff member has demonstrated sufficient improvement in stated  
32 area(s) of deficiency to justify the removal of the probationary status; or  
33  
34 b. That the staff member has demonstrated sufficient improvement in the  
35 stated area(s) of deficiency to justify the removal of the probationary  
36 status if accompanied by a letter identifying area(s) where further  
37 improvement is required; or  
38  
39 c. That the staff member has not demonstrated sufficient improvement in the  
40 stated area(s) of deficiency and action should be taken to non-renew the  
41 employment contract of the staff member pursuant to current law.  
42  
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50 \* twice monthly means two (2) times during each twenty (20) school day period, calculated from  
51 the beginning of the probationary period.  
52

1 Article XXI (Staff Evaluation)  
2

3 6. Action by the Superintendent: Following a review of any report submitted  
4 pursuant to Paragraph J.5. above, the superintendent shall determine which of the  
5 alternative courses of action is proper and shall take appropriate action to  
6 implement such determination.  
7

8 7. Self-Evaluations: Within seven (7) working days of receipt of notice of probation  
9 from the superintendent, the staff member shall complete and file with his/her  
10 immediate supervisor a self-evaluation on the appropriate form. Seven (7) work  
11 days prior to the completion of the probation period, the staff member shall  
12 complete another self-evaluation and file it with his/her immediate supervisor.  
13

14 K. Applicability of Grievance Provisions:  
15

16 Grievances relating to evaluations are limited to the following:  
17

- 18 1. A staff member may grieve an evaluation if an immediate supervisor fails to  
19 utilize the appropriate evaluative criteria identified in Appendix A.  
20
- 21 2. In addition, a staff member may grieve an evaluation if an immediate supervisor  
22 fails to adhere to the evaluative timeline requirements.  
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ARTICLE XXII

STAFF MEMBERS' PERSONNEL FILES

- A. A confidential permanent personnel file will be maintained in the District human resources office for each staff member covered by this Agreement.
- B. Employees shall have the right to review the contents of their personnel file during office hours, but during the employee's non-instructional time or non-duty hours. Materials reviewed by the employee and judged to be either derogatory to the employee's conduct, service, character or personality may be answered by the employee in writing. Such written responses shall become a part of District personnel records. Any derogatory statement regarding an employee by a parent, student or lay person which is to be placed in the employee's personnel file will be called to the attention of the employee at the time of such placement. The employee shall have the opportunity to attach a written response to any such statement.
- C. Staff members may request material of a complimentary nature be placed in their personnel file maintained by the District human resources office.
- D. With the exception of personal evaluations as required by this Agreement and state law, a staff member may request removal of the material judged by the staff member to be derogatory, discriminatory or prejudicial to the staff member's conduct, service, character or personality. The District reserves the right to make final determination regarding material to be retained unless a court of competent jurisdiction determines otherwise. However, should the staff member request removal of material judged by the staff member to be derogatory, discriminatory or prejudicial to the staff member's conduct, service, character, or personality and such material has been in the file five (5) years or more and is mere allegation which has never been substantiated, such material shall be removed.
- E. All pre-employment information and credentials relating to the staff member signing a contract with the District will be retained by the District as a separate file and will not be available for review by the staff member. If requested by the staff member, confidential pre-employment information which is in the possession of the District will be returned or destroyed when the employment process is completed.

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**ARTICLE XXIII**

**CONTRACTUAL WORK YEAR**

- A. The regular contractual work year for staff members will be one hundred eighty (180) days with an additional three (3) state funded days for Learning Improvement. In addition, staff members may elect to work an additional 11.5 days in 2001-2002 and 12.5 days in 2002-2003.

The following provisions will be applicable to the contractual work year calendar found in Appendix B:

1. Learning Improvement Days:

In addition to the one hundred and eighty (180) student day calendar, all teachers are paid for three (3) additional learning improvement days as part of their one hundred eighty three (183) day contract. These three (3) days:

- \* Are dedicated to the purpose of learning improvement only;
- \* Must be worked (or covered by appropriate leave) by all non-supervisory Certificated employees;
- \* Cannot be completed on any of the one hundred and eighty (180) school days or concurrent with any other hours for which the employee is compensated;
- \* Are compensated in twelve (12) monthly payments as part of the regular contract.

Learning improvement days are shown on the Certificated staff calendar. Typically, they will include:

- a. Any professional development activities on the district calendar in August or September prior to the first student day.
- b. Fall professional day in October.
- c. Saturday in-service.
- d. End of the semester/trimester day (for learning improvement activity as per the Washington Administrative Code—WAC 392-140-957.
- e. Agreed upon dates for work on-site (agreement between employee and supervisor).

2. Professional Development and Instructional Preparation Days:

- a. For each full day of professional development or instructional preparation, the staff member will receive two hundred forty-three dollars (\$243.00) in 2001-2002. The rate for 2002-2003 will be increased by the state cost of living.

3 b. Professional Development Days:  
4

5 All staff members may choose to work up to an additional  
6 six (6) days in 2001-2002 and six and one-half (6 ½) days  
7 in the 2002-2003 school year beyond the required contract  
8 for professional development. Participation must be  
9 approved by the building principal/supervisor. Examples  
10 of Professional Development activities include:

- 11 \* Participation in inservice or training.
- 12 \* Collaborative teacher endeavors or team  
13 meetings focused on improving student learning  
14 (e.g. CFG's, Atlas study groups, K-12  
15 articulation, and Peer observation/consultation.).
- 16 \* Developing and implementing new curriculum.
- 17 \* Aligning new or existing curriculum with the  
18 Essential Learnings.
- 19 \* Working on district initiatives (e.g. piloting new  
20 report cards).
- 21 \* Professional skill development (e.g. training in  
22 technology or working towards National Board  
23 Certification).
- 24 \* ½ day orientation prior to the first student day.
- 25 \* Principal authorized tasks related to professional  
26 development and/or district/building goals.

27  
28 The following activities do not qualify as professional  
29 development: routine lesson planning, customary grading,  
30 classroom maintenance, routine parent contact or activities  
31 for which an employee already receives/received payment.  
32 Staff members who have credits that the District accepts  
33 for salary purposes but the state does not (soft credits) may  
34 use either one (\$243) or two (\$486) of these days for  
35 reimbursement of tuition payment upon successful  
36 completion of the class. The District shall supply all  
37 buildings/sites with the appropriate optional day and tuition  
38 reimbursement forms. If a staff member has more available  
39 money than the actual tuition cost(s), then the District will  
40 reimburse the additional amount to the staff member upon  
41 proof of the completion of the course.

42  
43 c. Instructional Preparation Days:  
44

45 All staff members may choose to work up to five and one-  
46 half (5 ½) additional days for instructional preparation in  
47 2001-2002 and six (6) days in 2002-2003 for instructional  
48 preparation activities, and/or by attendance at workshops,  
49 conferences, seminars, classes, observations, or visitations  
50 involving a Saturday, a Sunday, a holiday or other non-  
51 work day.

1 Article XXIII (Contractual Work Year)  
2

3 d. Staff members who choose to participate in building or  
4 program activities (excluding individual instructional  
5 preparation) which extend more than one (1) hour beyond  
6 the contractual work day may apply each full hour worked  
7 as a part of a Professional or Instructional Preparation day.  
8 District-wide program activities may be applied in the same  
9 manner.

10  
11 3. Payment: Instructional preparation days worked in 2002-2003 will  
12 be paid on the October paycheck. Professional development days  
13 are reported and paid as worked.  
14

15 B. Any student days lost due to emergency closure of a building or the  
16 District, will be made up by staff members at the end of the school year.  
17

18 C. The following holidays shall be observed by the District for the term of  
19 this Agreement:

- 20 a. Labor Day
  - 21 b. Veterans' Day
  - 22 c. Thanksgiving Day
  - 23 d. Friday following Thanksgiving
  - 24 e. December 25
  - 25 f. New Year's Day
  - 26 g. Martin Luther King's Day
  - 27 h. Presidents' Day
  - 28 i. Memorial Day
  - 29 j. Fourth of July
- 30  
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ARTICLE XXIV

SUPPLEMENTAL EDUCATIONAL PERSONNEL

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- A. Staff members shall be responsible for supervising but not evaluating aides assigned to them. Supervisors are encouraged to ask staff members for input on their assessment of the aide's performance. Staff members may go to their immediate supervisor to request an observation or conference regarding the aide for the purpose of evaluating an aide's performance. The observation or conference shall occur in a timely manner.
- B. Staff members shall not require an aide to perform duties outside of the aide's job description.
- C. Affected staff members may provide input to the building administrator regarding the hiring of classified support personnel to be assigned to them.
- D. Staff members shall be notified in a timely manner prior to the selection of classified support personnel who will be assigned to them.

ARTICLE XXV

PROFESSIONAL COMPENSATION AND BENEFITS

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- A. The basic salaries of staff members covered by this Agreement are set forth in Appendix C.
- B. Approved credits earned after receipt of the Bachelor's degree\* for professional preparation must be completed by September 15 of each year, and official transcripts verifying credits earned must be registered with the human resources office by November 1 in order to be applicable on the salary schedule for the current school year. If an advanced degree is registered with the human resources office after the above deadline of November 1, but prior to the end of the school district's first semester, one-half (1/2) of the degree stipend will be granted for the school year. After registration of the advanced degree, the amount of stipend will be paid in equal monthly payments over the remainder of the school year.
- C. No staff member shall be given experience credit except as provided herein. All staff members shall receive credit on the salary schedule for recognized teaching experience performed under a valid certificated teaching credential. Effective September 1, 1989, Educational Staff Associates (ESAs) shall receive credit for related job experience as determined by the director of human resources. Staff members on the vocational salary schedule will be credited with placement on that salary schedule for successful work experience as determined by the human resources office to a maximum of six (6) years. Staff members on the vocational salary schedule who qualify through training may request to be placed on the appropriate step on the teachers' salary schedule. The person's training and experience is subject to verification by the human resources office. Experience credit will be recognized as follows:

<u>Actual Days</u>	<u>Year of Experience Recognized</u>
0 - 8	0
9 - 26	.1
27 - 44	.2
45 - 62	.3
63 - 80	.4
81 - 98	.5
99 - 116	.6
117 - 134	.7
135 - 152	.8
153 - 170	.9
171 - 180	1.0

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\*The parties agree that staff members who earned and recorded credits prior to September 1, 1983, will not be impacted by the phrase, "after receipt of the Bachelor's degree".

1 Article XXV (Professional Compensation and Benefits)  
2

3 Experience credit will be provided on one-half (1/2) and a one (1) full year basis. A  
4 minimum of three tenths (.3) years experience in one school year will qualify a staff  
5 member for one-half (1/2) year credit and a minimum of five tenths (.5) years  
6 experience for one (1) full year credit. All verifiable substitute teaching time is  
7 recognized for experience credit purposes.  
8

9 Experience will be calculated cumulatively. Experience in the military, Peace  
10 Corps or Vista which interrupted professional employment will be recognized by  
11 the District for placement on the salary schedule. Sick leave accumulations are  
12 transferable from other districts as provided by state statute. Certificated staff will  
13 be notified that they have the opportunity to update experience credit for substitute  
14 time and public service activities during the 1991-92 school year. This experience  
15 credit shall be effective September 1, 1991.  
16

17 D. Each individual staff member shall be responsible for seeing that his/het  
18 certificate(s) are current and renewed when due and that outside District teaching  
19 experience, military service time and cumulative sick leave are properly  
20 documented and submitted to the human resources office.  
21

22 E. All staff members shall be paid one-twelfth (1/12) of their annual salary on or  
23 before the last district business day of each month beginning with the month  
24 following initial employment; provided, such employment commenced by the  
25 fifteenth of the month. Should a staff member's contract be terminated, the staff  
26 member will receive a total salary which bears the same ratio to the contractual year  
27 salary provided, as the number of days of service performed by the staff member  
28 bears to the total number of contractual days in the school year unless a further  
29 reduction is imposed pursuant to the law for disciplinary reasons.  
30

31 F. All extra duty/extra curricular contracts shall be compensated on a prorated monthly  
32 basis during the time service is rendered. Substitutes and employees paid at an  
33 hourly rate shall be paid monthly for those hours worked in the payroll cycle. The  
34 payroll cycle shall be from the eleventh (11th) of one month to the tenth (10th) of  
35 the next month. Pay checks shall be issued as provided in E above.  
36

37 G. Payroll deductions are available to assist staff members to pay premiums for plans  
38 which may from time to time be approved by the Board and/or which are required  
39 by state statute.  
40

41 H. On designated pay days during the school year, staff member's salary checks or  
42 automatic payroll deduction receipts shall be available in the respective building  
43 offices for staff members to claim. A reasonable effort will be made to have the  
44 checks or receipts available prior to the staff member's duty-free lunch period. Staff  
45 members assigned to more than one (1) building may designate the preferred  
46 location for receipt of salary checks. Summer checks shall be mailed at the staff  
47 member's expense on each pay day to the address designated by the staff member.  
48 The staff member may elect to pick up checks at the payroll office.  
49  
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52

1 Article XXV (Professional Compensation and Benefits)

2  
3 I. Approval of group insurance plans by the Board of Directors for staff members'  
4 participation in the payment of premiums will be considered on the basis of:

- 5  
6 1. submittal and recommendation for approval by the Association;  
7  
8 2. an adequate number of people indicating interest in such a plan;  
9  
10 3. the number of similar insurance plans already approved; and  
11  
12 4. availability of any plan to all employees of the school district.  
13

14 J. District Insurance Contribution:

15  
16 1. Full-Time Employees:

17  
18 Effective September 1, 2001 the District shall provide at least four hundred  
19 thirty-nine dollars and seven cents (\$439.07) per month for a full-time staff  
20 member's group insurance premiums.  
21

22 Effective September 1, 2002 the District shall provide at least the amount  
23 provided by the State, less fifty percent of the retiree subsidy required by the  
24 State per month for a full-time staff member's group insurance premiums.  
25

26 In addition, the District will pool that portion of the monthly employer  
27 contribution not utilized by employees in accordance with RCW  
28 28A.400.280. For example, the unutilized portion of the total money  
29 generated by employees on the four hundred thirty-nine dollars and seven  
30 cents (\$439.07) in 2001-02 per full time equivalent employee, monthly  
31 basis. On a monthly basis commencing no later than with the October  
32 warrant, the District's insurance contribution for full-time staff members  
33 shall be increased to the level designed to expend, on behalf of full-time  
34 staff members having payroll deductions for medical insurance, the pooled  
35 and unused money; provided such increase in contributions does not cause  
36 the District to violate state law or related compensation increase limitation  
37 regulations; and provided such revised rate shall be effective only through  
38 August 31. Unused funds shall revert to the employee optional benefits pool  
39 to be distributed to qualifying employees in equal installments as required  
40 by RCW 28A.400.280. Participation in the dental, vision and long-term  
41 disability programs is required of all full-time employees. The dental, vision  
42 and long-term disability premiums will be deducted first from the money  
43 available for insurance premiums.  
44

45 A medical plan, if selected by the employee, will be paid to the extent  
46 provided by available funds in the insurance pool.  
47  
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2  
3 2. Less Than Full-Time but at Least Half-Time Employees:

4  
5 Staff members who are less than full-time but at least half-time employees  
6 shall also be eligible for District insurance contributions. Such staff  
7 members may utilize more than one of the approved group insurance plans  
8 to take advantage of the maximum dollar amount of allowance.

9  
10 Participation in the dental, vision and long-term disability programs is  
11 required of all employees whose individual contract is equal to one half (1/2)  
12 or more of a full-time contract. The dental, vision and long-term disability  
13 premiums will be deducted first from the money available for insurance  
14 premiums. Such contribution shall be equal to the following:

- 15  
16 a. The cost of the required dental, vision and long-term disability  
17 premiums, and  
18  
19 b. The product of multiplying the employee's full-time equivalency  
20 times the difference between the maximum amount available to  
21 full-time staff members and the required dental, vision and long-term  
22 disability premiums.

23  
24 3. Less Than Half-Time Employees:

25  
26 Staff members who are less than half-time shall also be eligible for District  
27 insurance contributions. Such staff members may utilize more than one (1)  
28 of the approved group insurance plans to take advantage of the maximum  
29 dollar amount of allowance. Participation in the dental, vision and long-  
30 term disability programs is not required of these employees. Such  
31 contribution shall be equal to the product of multiplying the employee's  
32 full-time equivalency times the difference between the maximum amount  
33 available to full-time employees and the cost of the dental, vision and long-  
34 term disability premiums required of a full-time employee.

- 35  
36 4. When an employee's premiums for approved insurance plans are less than  
37 the amount for which the employee is eligible, the actual cost of the  
38 premiums will be paid.  
39  
40 5. The District will make available to employees, at their option, an Internal  
41 Revenue Service Code Section 125 Flexible Benefits Plan. The plan will be  
42 established, administered and communicated to employees without cost to  
43 the employees.  
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1 Article XXV (Professional Compensation and Benefits)  
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3 K. 1. The basic required benefit plans shall consist of the following group plans:  
4

5 Medical Plans – Premera Blue Cross, Group Health, Regence Blue Shield  
6 Dental Plan - United of Omaha  
7 Vision Plan - United of Omaha  
8 Long Term Disability - WEA Select Long Term Disability Program  
9 (ninety [90] calendar day qualifying period).  
10

11 Effective September 1, 1989 the dental plan shall increase benefits to at least  
12 sixty percent (60%) for crowns.  
13

14 Beginning September 1, 2000 insurance plans include domestic partner  
15 coverage (see Appendix P).  
16

17 2. The following optional accident, salary, life insurance and annuity plans are  
18 available for eligible employees:  
19

20 Accident Plan - American International Group (AIG)  
21 Salary Plans - Salary Insurance (WEA), Reassure America  
22

23 Additions may be made during the contract year as approved by the Board.  
24

25 L. Staff members awarded extra-duty contracts shall be compensated according to the  
26 appropriate schedule set forth in Appendix D - Additional Pay for Additional Time  
27 and/or Responsibilities, and Extra-Curricular).  
28

29 M. Staff members covered by this Agreement will be eligible for reimbursement for  
30 mileage within and/or outside the District when approved by the Superintendent on  
31 the basis of District assignments beyond those normally required in the staff  
32 member's regular duties. Travel and related expenses within the state or other  
33 locations within a 300 mile radius of the District must be approved by the  
34 Superintendent. Travel beyond a 300 mile radius of the District must be approved  
35 by the Board. The following guidelines will prevail regarding staff member travel  
36 within the District or travel within a short radius of the District:  
37

38 1. Per mile reimbursement claims must be reported and filed monthly on a  
39 "Daily Mileage Record/Claim Form" with an odometer reading showing  
40 actual distance traveled unless the "District Mileage Chart" is used. Travel  
41 must be by the shortest routes;  
42

43 2. The "Daily Mileage Record/Claim Form" must be submitted to the Business  
44 Office as prescribed on the form. Approved private car mileage is  
45 reimbursed at the same rate as state employees are reimbursed per mile  
46 when an agency vehicle is not available. Should the state revise its mileage  
47 reimbursement rate so as to increase or decrease the amount paid per mile  
48 when an agency vehicle is not available, the District's reimbursement rate  
49 will be adjusted accordingly;  
50

51 3. Regulations on private car mileage are set forth in the daily mileage card;  
52

1 Article XXV (Professional Compensation and Benefits)  
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3 4. Travel between the staff member's home and work at the school location or  
4 PTSA meetings are not reimbursable;  
5

6 5. Staff members are required to receive prior written approval from a school  
7 official to use private cars for transporting students. Such approval must be  
8 obtained by completing the "Approval for Use of Private Cars for School  
9 Transportation" form. By signing the form, the staff member warrants that  
10 he/she has automobile liability insurance in force on his/her personal car for  
11 at least the minimum amounts as required by law (see RCW 46.29.490:  
12 current minimums are \$25,000/\$50,000 bodily injury and \$10,000 property  
13 damage). The District carries an excess policy for insured drivers.  
14

15 N. 1. Staff members who are employed under written contract to teach at the  
16 secondary level (7-12) for less than full-time shall be compensated on the  
17 basis of the number of periods assigned per day, (e.g., if a teacher is  
18 assigned to teach one (1) period in a five (5) period teaching day, then he/she  
19 shall receive one-fifth (1/5) pay; two (2) periods, two-fifth (2/5) pay, etc.).  
20 Such staff members shall be required to fulfill that portion of the seven (7)  
21 hours normal work day, excluding the duty-free lunch period, as their  
22 compensated ratio bears to seven (7) hours, (e.g., two fifths (2/5) of seven  
23 (7) hours to fulfill teaching assignments and/or planning and availability to  
24 parents and pupils on the school site). In addition, such staff member may  
25 be required to fulfill his/her proportionate equitable share of assignments as  
26 provided for in Article XII (Working Conditions), Paragraph A.3.  
27

28 2. Staff members who work half days will be compensated at one-half (1/2)  
29 pay and will be responsible for three and one-half (3 1/2) hours  
30 on-school-site time which includes student contact time, availability to  
31 pupils and patrons and planning time. The building administrator will give  
32 due consideration to the staff member when assigning extra-duties or  
33 scheduling staff meetings. Such staff members will qualify for one-half  
34 (1/2) year experience credit for each one-half (1/2) year of teaching.  
35

36 3. Staff members who work a specific number of days a week will be paid on  
37 the basis of the number of days per week as it relates to five (5) days per  
38 week, (i.e., three (3) days per week = three-fifths (3/5) pay).  
39

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

**DUES AND REPRESENTATION FEE**

- A. On or before September 1 of each school year, the Association shall give written notice to the District of the dollar amount of individually authorized local, state and national organizational dues and fees that are to be deducted in the coming school year. Unless otherwise on file with the District, the Association shall provide the District with an agreed to, properly executed and signed dues deduction and fees authorization and assignment for each participating staff member. The individual authorization will continue in effect during the term of the Agreement.
- B. The deductions authorized shall be made in twelve (12) equal amounts from each pay check beginning with the pay period in September through the pay period in August for each year. Deductions from new staff members authorized to begin after the September payroll shall be spread equally over the remainder of the pay periods through August. The District will remit all moneys so deducted to the Association or its authorized designee, accompanied by a list of staff members from whom such deductions have been made and a duplicate list shall be provided the Association.
- C. Staff members newly employed by the District during the term of this Agreement and staff members who are not members of the Association on the effective date of this Agreement must become members of the Association or pay a representation fee (equivalent to the dues required for Association membership) within thirty (30) days of employment or by October 31.
- D. Unless a staff member retires, terminates or is transferred to a position not covered by this Agreement, a staff member who is a member of the Association on the effective date of this Agreement, shall, during the term of this Agreement, maintain membership in the Association.
- E. Staff members in the employment pool who were members of the Association at the time of layoff and are re-employed by the District, shall be required to resume membership in the Association or pay a representation fee.
- F. In order to safeguard the rights of staff members based upon bona fide religious objections, the teaching or tenets of a church or religious body of which they are members, such staff members may pay an amount of money equivalent to the representation fee to a non-religious charity designated pursuant to Chapter 41.59 RCW.
- G. The Association agrees to defend, indemnify and hold the District harmless (except in suits in which the District is plaintiff) against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this Article contingent upon (1) the District's agreement that the Association shall be authorized to defend such suit through an attorney mutually determined by the District and the Association, and (2) the District agrees to provide full cooperation and information to the Association in defending any suit which may be brought against it as a result of this Agreement.

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**ARTICLE XXVII**

**ACADEMIC FREEDOM**

- A. The District respects the professional rights of the staff members.
- B. Academic freedom will be accorded to staff members within the context of District goals and objectives. No special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning; provided, however, that this guarantee cannot by law supersede the rules and regulations of the District, the State Superintendent of Public Instruction, the State Board of Education and state statutes.
- C. In the presentation of controversial issues, staff members will make every effort to effect a balance of biases, divergent points of view and opportunity for exploration by the students into all sides of the issue.
1. In discussing controversial issues, the staff member will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions.
  2. When discussing controversial issues, the staff member will respect positions other than his/her own.
  3. Students will be encouraged by the staff member, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.
  4. Prior to scheduling outside speakers, approval of the immediate supervisor must be obtained. Approval may be withheld when the District has reason to believe appearance of a guest speaker would be disruptive or not in the best interest of the education process.
- D. While the staff member must be free to teach, the staff member must always be concerned that there will be no infringement upon the freedom of those students the staff member serves.
- E. Within District goals and objectives, staff members shall be responsible for determining daily methods and materials to be used in the instruction of the students in their charge. If District approved materials are used consistent with District goals and objectives, staff members will be supported in their choice of materials.
- F. Standardized test results of academic progress of students shall not be used in an improper manner to evaluate the quality of a staff member's service or fitness for retention.

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**ARTICLE XXVIII**

**STAFF PROFESSIONAL GROWTH**

A. Staff members will be provided salary increments consistent with the District salary schedule for earning approved professional credits beyond the B.A. degree as follows:

1. The District agrees to accept all eligible academic credits, from an accredited community college, college or university, that generate state funding. All credits currently accepted by the District for placement on the salary schedule shall continue to be recognized for the salary schedule. Should the Association and the District agree to convert to the state allocation model, credits will be recognized as funded.
2. The District shall accept all clock hours and inservice credits that meet State Board of Education approval and generate state funding. Ten (10) inservice credit hours shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule.
3. For complete participation in District sponsored and/or approved workshops: one quarter hour incremental credit will be granted for each ten (10) hours of participation.
4. For credits/clock hours approved by the Joint District/Association Professional Growth Committee.
  - a. The Professional Growth Credit Committee is to be composed of three (3) members selected by the District and three (3) members selected by the Association. The committee members will select the chairperson. The decisions of the committee shall be by majority vote. Subject to the appeal procedure of Paragraph B., the committee's decision is not grievable under Article XVI (Grievance Procedure) and is final and binding. In case of a tie, the committee shall forward relevant information to the Superintendent or designee for a final and binding determination. The Superintendent or designee's determination is not subject to the provisions of Article XVI (Grievance Procedure). The committee will be sensitive to LEAP and funding from the state so credits/clock hours of this nature will receive positive consideration.
  - b. For non-college/university course credits/clock hours not covered by any other provision, the committee shall determine:
    - 1) whether the course directly relates to the staff member's appointment; and
    - 2) that no course covering the same subject matter is offered by a college or university; and

1 Article XXVIII (Staff Professional Growth)  
2

3 3) the number of credits to be granted using a standard of  
4 one (1) quarter hour credit for each ten (10) hours, or  
5 fraction thereof, of participation.  
6

7 5. Credit toward a training increment on the salary schedule may be granted  
8 staff members for individual learning experiences and/or travel which  
9 would result in the development of materials that would directly benefit  
10 students. The staff member's plan must be arranged in advance with the  
11 staff member's immediate supervisor and be approved in advance by the  
12 director of human resources.  
13

14 6. Prior to the District implementing any new program, release time for the  
15 staff members involved may be provided by the District.  
16

17 B. The District will establish an appeal procedure for staff members who have had  
18 credit toward a training increment denied by the committee.  
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ARTICLE XXIX

INSTRUCTIONAL MATERIALS

- A. The Board will determine the funds available to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment to assist staff members in fulfilling their teaching responsibilities.
- B. Staff members will be given the opportunity to consult with building administrators prior to the purchase of supplies and materials used in the instructional and/or extra curricular programs.
- C. Staff members will be requested to provide an annual prioritized list of desired supplies and materials.
- D. The District will provide sufficient numbers of District texts and/or District required workbooks for student instruction unless they cannot be supplied by the book vendor.
- E. The Association may recommend to the District names of staff members for potential membership on District textbook selection committees.
- F. The District and the Association agree that each staff member shall receive an instructional material allowance of \$150.00 per F.T.E. each school year to cover out-of-pocket material costs for items not readily available through the District. Employees at the same location may mutually agree to pool some or all of their allowance. Any of the above instructional material allowance not spent by April 15 shall be pooled for building/worksite distribution. The staff will establish a procedure for the expenditure of the remaining funds. All funds must be claimed or encumbered (district purchase order requisitions only) by June 1. Should the cost of the pooled purchase exceed the reimbursement limit of the District account (\$300.00), a purchase order requisition will be required. The proof-of-purchase required will be a bona fide sales slip which shall be submitted to the staff member's supervisor by June 1 of the school year. Up to two (2) reimbursement checks will be issued each year per staff member for non-pooled expenses.

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**ARTICLE XXX**

**LEAVES OF ABSENCE**

**A. District Leave Committee:**

A District Leave Committee will be established. The Leave Committee membership will be composed of the following:

1. Director of Human Resources (Chairperson),
2. Three members appointed by the Superintendent, and
3. Four members appointed by the Association.

The District Leave Committee will be charged with the responsibility of reviewing all applications for sabbatical and educationally related leaves, interviewing applicants when necessary and submitting its recommendations to the Superintendent. The Superintendent will then evaluate the recommendation of the District Leave Committee and submit his/her recommendation to the Board for its final decision.

**B. Sabbatical Leave and Educationally Related Leaves:**

The Board of Directors will provide for sabbatical and other educationally related leaves to staff members not to exceed one (1) percent of the total number of staff members during each school year. The Board of Directors will grant these sabbatical and other educationally related leaves only when the Board deems it is in the best interest of the District.

1. Sabbatical Leave

- a. Staff members who have served six (6) or more consecutive years with the District are eligible to apply for sabbatical leave.
- b. Compensation will be provided at a rate of two-thirds (2/3) of the staff member's basic salary for the year in which the leave occurs (or the legal limit--whichever is less), but will be reduced to the sum necessary to equal one hundred (100) percent of salary when added to all other grants and/or benefits.
- c. Each recipient of a sabbatical leave will be required to return all funds granted during the leave within a five (5) year period at seven (7) percent interest per annum. If a staff member should die or become permanently disabled while on sabbatical leave, no repayment of salary paid while on leave shall be required. Any variation from the provisions of this section (B) must be approved by the Board of Directors.

1 Article XXX (Leaves of Absence)  
2

- 3 d. Sabbatical leave may be granted for study or research (and travel if  
4 in conjunction with the study or research) that will be of service to  
5 the individual and to the schools and pupils of the District. In  
6 general, thirty (30) quarter hours per year of graduate credit is a  
7 minimum requirement in any proposal.  
8
- 9 e. Applications for sabbatical leave must be submitted in writing to  
10 the human resources department by March 1.  
11
- 12 f. The applicant should request a statement be submitted on his/her  
13 behalf from the immediate supervisor regarding the application for  
14 sabbatical leave.  
15
- 16 g. The selection of a successful candidate for sabbatical leave will be  
17 based upon an evaluation of his/her proposed plan of study or  
18 research during the leave period. After approval, any change of  
19 plan must be requested, in writing, and approved in advance  
20 through the human resources department. The application will be  
21 reviewed on the following criteria:  
22
- 23 1) The relationship of the proposed sabbatical leave plan to  
24 the service and needs of the District.
  - 25
  - 26 2) Problems encountered in pursuing the proposed sabbatical  
27 study plan during the summer sessions.  
28
  - 29 3) Professional growth beyond the standard certificate level.  
30
  - 31 4) The total professional service of the applicant, including  
32 service to the District.  
33
  - 34 5) Potential for future service in the District and the  
35 profession. Pursuant to Paragraphs A and B above, final  
36 decisions will be made by the Board after recommendation  
37 from the Superintendent.  
38
- 39 h. A staff member on sabbatical leave may not seek employment for  
40 compensation unless it relates directly to the purpose of the  
41 sabbatical, such as a teaching fellowship in the general field in  
42 which he/she is specializing and which does not interfere with  
43 his/her normal class load.  
44
- 45 i. A staff member on sabbatical leave will maintain seniority rights.  
46
- 47 j. Within thirty (30) days of his/her return from sabbatical leave, the  
48 staff member will file, with the Superintendent, a report giving the  
49 substance of the program of study or travel in which he/she was  
50 engaged.  
51  
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1 Article XXX (Leaves of Absence)  
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- 3 k. Staff members returning from sabbatical leaves will be assigned to  
4 a position for which they qualify through training and/or  
5 experience.  
6

7 2. Educationally Related Leave  
8

- 9 a. Educationally related leaves may be granted, without  
10 compensation or fringe benefits, for staff members who have  
11 served a minimum of three (3) consecutive years in the District for,  
12 but not limited to the following: education, National Teaching  
13 Corp., teaching in Armed Services dependent schools, exchange  
14 teacher, VISTA, Peace Corp and working in industry (vocational  
15 education).  
16  
17 b. Request for educationally related leaves must be submitted to the  
18 human resources department by March 1 of each year.  
19  
20 c. A staff member on educationally related leave must give written  
21 notice to the human resources department by April 1 of the year the  
22 leave expires of his/her availability for assignment.  
23  
24 d. Staff members returning from educationally related leaves will be  
25 assigned to a position for which they qualify through training.  
26  
27 e. A staff member on leave will have the option to remain an active  
28 participant in group medical, dental, vision and life insurance  
29 programs if such arrangement is agreeable to the carrier and the  
30 District. Any such arrangement shall be at no cost to the District  
31 and all premiums are due as determined by the District and the  
32 carrier.  
33

34 C. Leave for Health Purposes  
35

36 1. Employee Initiated  
37

38 Staff members may apply for health leave by submitting a letter to the  
39 human resources department. The District may, at any time prior to the  
40 proposed leave, request the staff member to provide a physician's  
41 statement indicating that the staff member is or is not capable of  
42 performing the normal tasks of his/her job without jeopardizing the staff  
43 member's health or safety of others pending the effective date of the leave.  
44 Notice of intention to return to duty must be accompanied by a physician's  
45 statement that the staff member is fit to fulfill his/her duties. The human  
46 resources department may, at District expense, require a staff member to  
47 submit to a physical and/or mental examination to determine whether a  
48 health leave should be granted or whether the staff member is physically  
49 and/or mentally able to return to work. Staff members returning in the  
50 following school year will be assigned to a position for which he/she  
51 through training and/or experience qualify.  
52

1 Article XXX (Leaves of Absence)  
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3 2. Immunization Exclusion  
4

5 When a staff member is excluded from his/her work site by the county  
6 health authority because of lack of proper immunization, sick leave may  
7 be used if the employee has provided prior documentation from a medical  
8 doctor that the immunization would place the employee at health risk.  
9

10 D. Illness/Injury/Disability Leave  
11

12 The District will provide twelve (12) days advanced leave per year up to a  
13 maximum accumulation of days as provided by law for emergencies and  
14 disabilities, including but not limited to personal illness, injury, care of a child of  
15 the employee under the age of eighteen (18) with a health condition that requires  
16 treatment or supervision, pregnancy, miscarriage, abortion, childbirth and  
17 recovery therefrom. Approved absences pursuant to this leave will be with no  
18 loss of pay. Staff members under contract as part-time employees will  
19 accumulate Illness/Injury/ Disability Leave proportionally. For part-time staff  
20 members all accumulation or deduction will be on the basis of the staff member's  
21 work day as it relates to the full work day. Leave will not accrue or be paid  
22 during any period of an unapproved absence.  
23

- 24 1. A "disability" shall mean those disabilities caused by illness, accident,  
25 injury, care of a child of the employee under the age of eighteen (18) with  
26 a health condition that requires treatment or supervision, pregnancy,  
27 miscarriage, abortion, childbirth and recovery therefrom which prevent a  
28 staff member from fulfilling his/her contractual obligations under the  
29 employment contract. In all cases, accrued disability leave will be paid  
30 only for the period of actual disability.  
31
- 32 2. In cases of disability or recovery therefrom, the District shall provide upon  
33 request in writing to the human resources department, leave beyond  
34 accrued sick leave up to a maximum of thirty (30) work days. Such thirty  
35 (30) day leave shall be without pay or other benefits and shall be distinct  
36 from sick leave. A staff member who utilizes leave under this section (D)  
37 shall be allowed to return to the position held at the time of the occurrence  
38 of the disability if the total leave is within the same school year. Staff  
39 members returning in the following school year will be assigned to a  
40 position for which they, through training and/or experience, qualify.  
41
- 42 3. When a staff member must be absent due to a disability arising from an  
43 unexpected illness or injury, the staff member must notify the substitute  
44 dispatch office as soon as possible. In cases of planned absences resulting  
45 from a scheduled childbirth, the staff member must notify the supervisor  
46 and the substitute dispatch office as soon as possible, but at  
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1 Article XXX (Leaves of Absence)  
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3 least thirty (30) days in advance of the anticipated time the leave is to  
4 begin. In cases of planned absences of five (5) work days or longer, a  
5 physician's certificate giving the dates (or approximate dates) the absence  
6 will begin and end may be required. While the staff member is still  
7 working, the District may require the staff member to provide a certificate  
8 from the staff member's physician indicating that the staff member is  
9 physically capable of performing the normal assigned tasks.  
10

11 4. For any absence the District reserves the right to request a physician's  
12 certificate as proof of disability. For disabilities extending beyond thirty  
13 (30) work days, a physician's certificate may be required, or the District  
14 may require an examination of its staff member by a physician at the  
15 District's expense.  
16

17 5. Staff members on leave, as provided for in this section (D), who wish to  
18 have a substitute for the following day should call the substitute dispatch  
19 office as soon as possible. Calling before 1:00 p.m. will assist the District  
20 in retaining the same substitute for the absent teacher. A staff member on  
21 such leave for more than thirty (30) work days will be eligible to return to  
22 work after giving the District one (1) work day's prior notice. The District  
23 may at its discretion request the staff member to provide a written  
24 statement from a physician certifying the fitness of the staff member to  
25 fulfill the staff member's duties.  
26

27 6. Sick Leave Cash Out:  
28

29 a. Cash Out for Retirement or Separation:

30 Staff members who retire or die shall be eligible for sick leave cash  
31 out on a one (1) to four (4) basis at per diem as permitted by law.  
32

33 In addition, staff members may cash out their sick leave when they  
34 separate from service for any reason if they are at least age fifty-  
35 five (55) and have ten (10) years of service (TRS Plan 3); or have  
36 fifteen (15) years of service (TRS Plan 2).  
37

38 1) Staff who notify the District on or before May 1 shall be  
39 able to designate the date on the appropriate form when  
40 they shall receive their sick leave cash out check from the  
41 District.  
42

43 2) Staff members who notify the District after May 1 shall  
44 receive their sick leave cash out check at the convenience  
45 of the District within three (3) months of notification.  
46

47 3) The District shall honor a staff member's request for  
48 confidentiality regarding his/her proposed retirement.  
49

50 4) On or before May 30 of each year, the District and the  
51 Association shall decide whether retirees and those  
52 separating from service (TRS Plans 2 and 3) from that year

1 Article XXX (Leaves of Absence)  
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3 will be eligible to participate in a medical benefits plan for  
4 sick leave conversion.  
5

- 6 5) In lieu of compensation for sick leave cash out, retiring  
7 staff members and those separating from service (TRS  
8 Plans 2 and 3) as a group may vote to contribute to a post-  
9 retirement medical benefits plan with sick leave conversion  
10 funds.  
11

12 b. Annual January Cash Out:  
13

14 Each school year, all staff members shall be eligible for annual  
15 cash out at per diem on a one (1) to four (4) basis if they have  
16 accumulated at least sixty (60) days as permitted by law. In lieu of  
17 compensation for sick leave cash out, staff members with 180 or  
18 more days of accumulated sick leave may vote as a group to  
19 contribute to a post-retirement medical benefits plan with sick  
20 leave conversion funds.  
21

22 7. Leave Sharing  
23

- 24 a. Employees who are members of this bargaining unit may  
25 participate in the Highline School District Leave Sharing Program  
26 as regulated by state law and provided by board policy 5328 and  
27 5328P.  
28
- 29 b. An employee shall be entitled to receive leave under this item if  
30 the employee suffers from, or has a relative or household member  
31 suffering from an illness, injury, impairment, or physical or mental  
32 condition which is of an extraordinary or severe nature and which  
33 has caused, or is likely to cause, the employee to go on leave  
34 without pay status, or terminate employment.  
35
- 36 c. An employee receiving such leave sharing transfer must have  
37 depleted or will shortly deplete his or her accumulated sick leave.  
38
- 39 d. Staff members receiving workers' compensation are not eligible to  
40 receive leave sharing.  
41
- 42 e. An employee needing leave days shall submit a request to the  
43 District. In the event the employee is unable to submit such  
44 written request, a designee may submit the request on behalf of the  
45 employee.  
46
- 47 f. The superintendent, or designee, shall determine the amount of  
48 leave, if any, which an employee may receive. An employee shall  
49 not receive a total of more than one (1) contractual year's worth of  
50 leave.  
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2 Article XXX (Leaves of Absence)  
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- 4 g. An employee who has accrued a sick leave balance of more than  
5 sixty (60) days may request a transfer of a specified amount of sick  
6 leave to another employee. In no event may such an employee  
7 request a transfer of more than six (6) days of sick leave during the  
8 twelve (12) month period of September 1 through August 31, or  
9 request a transfer that would result in his or her sick leave account  
10 going below sixty (60) days.  
11
- 12 h. The donating employee will complete the District form on leave  
13 sharing and submit the completed form to the human resources  
14 office.  
15
- 16 i. While an employee is on leave, he or she shall receive the same  
17 treatment in respect to salary, wages, and employee benefits as the  
18 employee would normally receive if using accrued sick leave.  
19
- 20 j. Recipients must use accumulated donated hours on consecutive  
21 work days unless recommended otherwise by a physician's  
22 statement and approved by the director of human resources.  
23
- 24 k. Transfer of leave shall not exceed the donating employee's  
25 requested amount.  
26
- 27 l. Once leave sharing begins, additional donated hours must be  
28 received by human resources before the current donated hours are  
29 depleted. The human resources office shall notify the employee  
30 and the Association when the donated hours drop to 35 hours.  
31 Once the cycle of accumulated hours is broken, the recipient may  
32 not add additional hours.  
33
- 34 m. The value of the leave transferred shall be based upon the leave  
35 value of the person receiving the leave.  
36
- 37 n. Any leave transferred under this policy which remains unused shall  
38 be returned to the employee who donated the leave. To the extent  
39 administratively feasible, the unused leave which was transferred  
40 by more than one employee shall be returned on a pro rata basis.  
41 For example, if three people each donate one hour to someone and  
42 only one of the three hours is used, two-thirds of one hour of leave  
43 would be returned to each donating employee.  
44
- 45 o. The human resources office shall notify each worksite and HEA  
46 regarding all leave share requests.  
47

48 E. **Emergency Leave**  
49

50 Each staff member shall be allowed five (5) days per year Emergency leave  
51 without deduction from salary. Conditions for granting emergency leave are as  
52 follows:

1  
2 Article XXX (Leaves of Absence)  
3

- 4 1. The situation shall be of such a nature that generally pre-planning by the  
5 staff member is not possible, one which is serious, essentially unavoidable  
6 and of importance, not one of mere convenience.  
7
- 8 2. Emergency leave shall be deducted from the leave for  
9 Illness/Injury/Disability as provided for in Section D of this article.  
10
- 11 3. Some examples of situations that qualify for emergency leave are:  
12
- 13 a. Serious illness in the immediate family not provided for under  
14 Family Leave (Article XXX.F). Immediate family is defined as  
15 staff member's parents, children (age eighteen [18] and over),  
16 spouse, brother, sister, parents-in-law, sisters-in-law,  
17 brothers-in-law, sons-in-law, daughters-in-law, grandparents,  
18 grandchildren, nieces, nephews, aunts, uncles, and fiance/fiancee.  
19
  - 20 b. Legal or business obligations that cannot be conducted at another  
21 time and require the staff member's attendance.  
22
  - 23 c. Threat to an employee's property (flooding, storm, fire, etc.) or  
24 Acts of God.  
25
  - 26 d. Extension of Bereavement Leave because of special circumstances,  
27 that is, travel condition, and/or distance.  
28
  - 29 e. Other emergency events which require time away from assigned  
30 duties and which are beyond the control of the staff member, or  
31 which cannot reasonably be anticipated or avoided.  
32
  - 33 f. For medical and dental appointments which cannot be scheduled  
34
  - 35 g. For deaths of close friends or relatives not covered under  
36 bereavement in paragraphs I and E.3.d. of this Article with prior  
37 approval of the human resources department.  
38
  - 39 h. A maximum of one (1) day per staff member for a job interview  
40 will be allowed under this paragraph for staff members who have  
41 received notice of non-renewal under the provisions of Article XX  
42 (Layoff and Recall), but only if the staff member is unable to  
43 arrange such interview outside the regular work day.  
44
  - 45 i. For observances of religious holy days when schools are in session.  
46  
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1 Article XXX (Leaves of Absence)  
2

- 3 4. Some examples of situations where emergency leave will not be granted  
4 are:  
5  
6 a. For the extension of a staff member's vacation or holiday period  
7 unless beyond the staff member's control.  
8  
9 b. For the convenience of the staff member to attend sporting events,  
10 art or civic affairs.  
11  
12 c. For running out of gas enroute to work.  
13  
14 d. For weddings, baptisms, confirmations and graduations.  
15  
16 e. For the purpose of attending in-service or college/university  
17 courses or performing course work or taking an exam.  
18  
19 f. For the purpose of performing routine maintenance work.  
20  
21 g. For the purpose of pursuing other employment except as provided  
22 for in Paragraph E.3.h.  
23  
24 5. The staff member will inform the immediate supervisor of the emergency  
25 at the time of the emergency or as soon thereafter as possible and state that  
26 he/she is using emergency leave.  
27  
28 6. In the case of personal leave for emergencies, if the reason for the leave is  
29 sensitive, the staff member may communicate orally with the immediate  
30 supervisor or with the director of human resources and not be required to  
31 state a reason in writing.  
32

33 F. **Family Leave:**  
34

35 Staff members will be provided family leave as provided by state and federal law.  
36 Some examples may include but are not limited to, paternity leave, adoption  
37 and/or foster care placement, care of spouse, children and/or parent(s). Such leave  
38 will be without pay unless a paid leave (sick leave or emergency leave) is taken  
39 for the same purpose. Medical benefits will be maintained for up to a twelve (12)  
40 week period.  
41

42 G. **Personal Leave:**  
43

44 For the duration of the contract, a maximum of four (4) days of personal leave  
45 shall be granted at the employee's discretion. No more than two (2) days may be  
46 used to extend a school holiday. Such leave shall be deducted from the  
47 Illness/Injury/Disability and emergency leave as provided for in section D. of this  
48 article.  
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H. **Military Training Leave:**

The District will provide up to fifteen (15) days of compensated leave per year for reservists ordered to active training duty, provided that all reasonable efforts to arrange for such active training duty during the summer months or other school vacation periods have been made. A reservist who requests active duty shall not be eligible for compensated leave.

I. **Bereavement Leave:**

The District will provide up to four (4) days of compensated bereavement leave at or near the time of death in the immediate family. The immediate family includes: staff member's mother, father, son, daughter, spouse, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, niece, nephew, aunt, uncle, fiance/fiancee and anyone residing with the employee. (In the event additional days are required, see section E.3.d.)

J. **Leave for Business Purposes at District Request:**

Whenever an employee is scheduled by the School District to participate during working hours in conferences or other such meetings, he/she will suffer no loss of pay.

K. **Judicial Leave:**

In the event a staff member is summoned to serve as a juror, or is subpoenaed to appear as a witness in court, or is named as a co-defendant with the District, such staff member shall receive a normal day's pay for each day of required presence in court. Money paid as jury duty fee or witness fee, travel allowance or costs incurred for parking are not reimbursable to the District. Upon receipt of a jury summons or subpoena, the staff member shall immediately notify the immediate supervisor and the human resources department. The staff member shall be required to furnish a signed statement from a responsible officer of the court as proof of jury service or as a witness. If a staff member is a party to a case, the staff member may request a leave of absence without pay.

L. **Documentation for Approval of Absences:**

In order for any absence, other than emergency leave, to be approved, the District may require documentation of the reason for absence. Only the Superintendent or designee may require documentation when the leave involved is for emergencies. Personal leave shall be noted on the appropriate form by the staff member.

3 **M. Leave for Public Office or Appointed Position:**  
4

5 The District may grant a staff member a leave of absence for all or part of a school  
6 year for the purpose of serving as an officer of a local, state or national  
7 professional association or an elected or appointed public official. Such leave  
8 shall be without pay or benefits; however, those benefits previously accrued,  
9 including seniority and accumulated sick leave, will be retained. A request for  
10 such a leave must be made in writing to the Superintendent prior to April 1, of the  
11 year preceding the year in which the leave would commence, indicating the  
12 purpose of the requested leave. Confirmation of the position for which such a  
13 leave is granted will be required prior to the commencement of such a leave.  
14 Such leave may be granted for one (1) additional year upon written request to the  
15 human resources office. A staff member returning in the following school year  
16 will be assigned to a position for which he/she through training and/or experience  
17 qualifies.  
18

19 **N. Other Leaves:**  
20

- 21 1. Leaves of absence without pay for a period not to exceed one (1) year,  
22 which are in the best interest of the District, may be granted to staff  
23 members by the Board of Directors for the purpose of travel, teaching in  
24 another school district, working in a professionally related field, adoption  
25 leave, child rearing, or other approved activities.  
26
- 27 2. Such leave must be requested on or before June 1, with the exception of  
28 leaves of absence for child rearing. Child rearing leaves will be  
29 recommended to the Board for approval only for the school year in which  
30 they are requested. Applications for such child rearing leave must be  
31 made at least thirty (30) calendar days prior to the anticipated time the  
32 leave is to begin.  
33
- 34 3. Upon return, the staff member will be assigned to a position for which  
35 he/she is qualified through training and/or experience.  
36
- 37 4. While a staff member is on such leave, he/she shall have the option to  
38 remain an active participant in group medical, dental, vision, long-term  
39 disability and life insurance programs if such arrangement is agreeable to  
40 the carrier and the District. Any such arrangement shall be at no cost to the  
41 District, and all premiums are due as determined by the District and the  
42 carrier.  
43

44 **O. Discretionary Leave:**  
45

- 46 1. One (1) day Discretionary Leave annually may be granted a staff member  
47 at the discretion of the Superintendent.  
48
- 49 2. Discretionary Leave shall not be cumulative.  
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Article XXX (Leaves of Absence)

3. Discretionary Leave shall be defined as leave for personal affairs of a compelling nature not covered by any other provision of this Agreement.
4. Such leave may be granted with no loss of pay, with substitute rate of pay deduction, or with full deduction [one divided by the number of days in the regular contractual work year (Article XXIII A)].
5. Approval to take such leave must be obtained in advance. The denial of such leave is not subject to the grievance procedure.

ARTICLE XXXI

MANAGEMENT RIGHTS

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

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ARTICLE XXXII

SUBSTITUTES

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

- A. There shall be three (3) rates of pay for substitutes:
1. A daily rate of pay (see Appendix C).
  2. After five (5) consecutive days in the same assignment, the rate of pay shall be the extended rate (see Appendix C).
  3. The contractual rate of pay shall be commensurate with the staff member's training and years of experience when placed on the salary schedule. This rate is to be paid only for single assignments which exceed twenty (20) consecutive work days.
- B. The Association shall give written notice of the following to the human resources department.
1. The per diem dues or representation fee of substitute members by October 1, and
  2. Written authorization by the substitute for remittance of all dues or the amount of the representation fee prior to the District taking any deduction.
- C. Any substitute on the daily rate who is required to work for more than three and one-half (3 1/2) hours in any one (1) day will be paid for a full day. Any substitute on the daily rate who is required to work three and one-half (3 1/2) hours or less will be paid half the daily rate plus six (\$6.00) dollars.
- D. Substitutes on the daily rate on a half-day assignment will have completed their obligation fifteen (15) minutes following the conclusion of their last class or assigned responsibility. All other substitutes shall have the same duty day as the person they are replacing.
- E. Substitutes, except long term substitutes/non-continuing contracted employees, are not eligible for employer paid insurance premiums. However, substitutes who choose may pay their own premiums (with approval of the carrier) at the group rate for the medical, dental, long term disability and vision plans listed in Article XXV (Professional Compensation and Benefits) provided the monthly premiums are paid to the District's payroll office as determined by the District.

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

1 Article XXXII (Substitutes)

- 2
- 3 F. In the event a substitute is called by the District and reports for duty and no  
4 assignment exists, the substitute may be assigned to an alternative substitute  
5 assignment. If there is no alternative assignment, the substitute will receive half  
6 the daily rate of pay.  
7
- 8 G. Substitutes have the right to annually indicate their day(s) of availability,  
9 preferred levels, assignments and/or geographical areas and the fact of being in  
10 the employment pool, if applicable. A list of substitutes indicating any  
11 preferences shall be provided to the Association no later than thirty (30) days  
12 following the opening of school if requested. Each month thereafter the District  
13 shall provide to the Association the names of any new personnel hired as  
14 substitutes.  
15
- 16 H. Substitutes who are unavailable for a particular assignment will not have their  
17 names deleted from the list of substitutes to be called; prior to being called a  
18 substitute may without prejudice identify a specific assignment for which he/she  
19 does not want to be called.  
20
- 21 I. Substitutes on the contractual rate who are replacing a staff member whose  
22 normal assignment requires travel between schools or travel within the District on  
23 school business will be compensated for mileage as per Article XXV  
24 (Professional Compensation and Benefits), paragraph M.2. Substitutes on the  
25 daily or extended rate shall receive a total of two and 75/100 (\$2.75) dollars for  
26 required travel.  
27
- 28 J. When the District is notified in advance of a staff member's multi-day absence,  
29 the substitute who is called will be notified of the length of the assignment. The  
30 District will make every effort to assign a substitute who can fulfill the entire  
31 assignment.  
32
- 33 K. No substitute will be released from a single continuous assignment for arbitrary  
34 and capricious reasons.  
35
- 36 L. At the time of employment the District will provide each substitute teacher with a  
37 copy of district rules and regulations relative to substitutes. Biannual revisions  
38 will be distributed to all substitute teachers.  
39
- 40 M. The absent staff member will see that each substitute is provided with a folder  
41 when the substitute reaches his/her assignment for the day. The folder will  
42 include class rules, special information on that day's schedule and lessons and an  
43 applicable seating chart.  
44
- 45 N. If a substitute is called to a position and that position continues for the remainder  
46 of the school year, that person will receive the contractual rate of pay retroactive  
47 to the beginning of the assignment whether or not he/she is issued a contract for  
48 that position.  
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52

1 Article XXXII (Substitutes)  
2

3 Q. In the event a substitute is required by the District to observe, plan or organize  
4 lessons in advance of actually taking over the class, such pre-planning work shall  
5 be compensated at the daily rate.  
6

7 P. Substitutes required by the District to attend workshops and conferences shall be  
8 compensated for time spent in participation and attendance at such events. If  
9 attendance is during the substitute's work day, the time spent shall count as time  
10 worked; if attendance is outside the work day, it shall count as work time for pay  
11 purposes.  
12

13 Q. Substitutes who have the responsibility for opening a classroom, shall be provided  
14 two (2) days pay for individual preparation and planning.  
15

16 R. Substitutes will be assigned in the following priority:  
17

18 1. First, building requests for a particular substitute will be honored if at all  
19 possible.  
20

21 2. Second, Employment Pool Personnel will be utilized on a 2nd priority  
22 basis.  
23

24 3. Third, substitutes with a proven record of service to the District will be  
25 called.  
26

27 S. Any investigation that might be necessary due to the discipline or removal of a  
28 substitute from the classroom shall be completed in a timely manner.  
29

30 T. The provisions of Article XVI (Grievance Procedure), and Article XXVI (Dues  
31 and Representation Fee) shall apply to substitutes.  
32

33 U. The District will pay postage for the mailing of substitutes' paychecks if requested  
34 by the substitute.  
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**ARTICLE XXXIII**

**DURATION AND EXTENSION**

- A. This Agreement shall be effective as of September 1, 2001 and shall continue in effect until August 31, 2003.
- B. It is the intent of the parties to be able to discuss and potentially modify any section of the Agreement during the term of the Agreement. Before October 1 of each year, the parties shall determine an initial list of mutually agreed upon sections to reopen for negotiations during the school year. Additionally, each school year, each party may select up to three (3) sections of the Agreement for re-negotiation. Any modification mutually agreed to in writing by the parties shall be incorporated into the Agreement upon ratification by both of the parties unless another effective date is specified. The HEA bargaining team shall be provided release time for all meetings scheduled during the student day. These monthly meetings shall be intended to further develop or refine the collaborative bargaining process and the skills necessary for same, and to discuss and resolve problems and issues either or both teams believe to be appropriate.
- C. During the term of this agreement, the Highline Education Association and the Highline School District bargaining teams shall meet to develop a trust agreement.
- D. The Association agrees that during the term of this Agreement and regardless of whether an unfair labor practice is alleged that (1) there shall be no strike or walkout and (2) the Association shall not directly or indirectly authorize, encourage or approve any such action by employees. Any employee who violates this clause shall be subject to discipline. The District agrees that there will be no lockout of employees during the term of this Agreement.
- E. Either party may, upon written notice to the other, but not later than ninety (90) days prior to aforesaid expiration date of this Agreement, indicate their desire to negotiate a new successor Agreement. Absent such notice, the term of this Agreement shall continue for an additional two (2) years.
- F. Nothing contained in this Agreement is to be construed to preclude the District from complying with legislated limitations or vest employees with compensation in excess of such limitations.

It is the intent of the parties to permit incremental movement on the salary schedule and then increase the salary schedules of Appendix C. Full incremental movement shall be effective September 1. The salary schedule increase for 2001-02 is 3.7%. The salary schedule increase for 2002-03 is the state approved rate less 0.5% that is to be applied toward closing gaps between the Highline schedule and the state allocation matrix.

No later than November 2, 2001, employees shall be ineligible to enter Column 8 (BA+105) of the teachers' salary schedule without a Masters degree. Employees who enter Column 8 prior to its closure shall be eligible to remain in that column or advance on the schedule.

1 Article XXXIII (Duration and Extension)  
2

3 No later than November 2, 2003, employees shall be ineligible to enter Column 9  
4 (BA+120) of the teachers' salary schedule without a Masters degree. Employees  
5 who enter Column 9 prior to its closure shall be eligible to remain in that column  
6 or advance on the schedule.  
7

8 No later than November 2, 2004, employees shall be ineligible to enter Column  
9 10 (BA+135) of the teachers' salary schedule without a Masters degree.  
10 Employees who enter Column 10 prior to its closure shall be eligible to remain in  
11 that column or advance on the schedule.  
12

13 Any Plan II vocational teacher employed in 1998-99 whose salary would be  
14 reduced as a result of placement on the new HSD salary schedule will retain  
15 placement at the 1998-99 salary level plus the % increase applied to the salary  
16 schedule for school years 1999-2000 and 2000-2001. Beginning in the 2001-2002  
17 school year, such teachers must have accumulated sufficient credits/clock hours to  
18 be placed at their 2000-2001 salary or their salary will be frozen until such  
19 placement can be supported by earned credits or clock hours.  
20

21 On or before March 1 of each school year, the District and the Association will  
22 review the compensation data for certificated personnel as reported to the SPI on  
23 the form S-275 as updated by the District. If the SPI data indicates that there  
24 remains additional capacity, the District shall immediately effectuate an annual  
25 salary increase designed to raise annual salaries of all employees to the maximum  
26 level allowed. On or before May 1 of each school year, such adjustment shall be  
27 paid in a lump sum retroactive to September 1, of that school year. The salary  
28 schedules (Appendix C) will be amended to reflect the difference until the  
29 BA+105, BA+120 and BA+135 lane closures have been completed.  
30

31 Supplemental compensation will be paid by separate contract pursuant to RCW  
32 28A.67.074, according to the rates and amounts specified in Appendix D. This  
33 compensation shall not be deemed an increase in salary or compensation for the  
34 purpose of state salary limitations.  
35

36 In the event of receipt of notice by the District from any governmental unit  
37 (legislative, judicial, or executive) which alleges that the District is not in  
38 compliance with law due in whole or in part to the compensation paid to those  
39 employees covered by this Agreement, whether resulting in a penalty or not, the  
40 parties shall meet and discuss such issues within ten (10) school district business  
41 days of the District's notice to the Association. The parties shall have ten (10)  
42 additional business days in which to meet and exchange information and options  
43 on the most desired method of eliminating the compliance problems. Such  
44 options may include recapture of funds in excess of the control salary from  
45 employees.  
46

47 In the event the parties fail to mutually select an option then the District may  
48 recapture funds from employees in excess of the control salary by deducting  
49 excess payments from the staff members' pay warrants. The salary schedules  
50 (Appendix C) will be amended to reflect the difference.  
51  
52

1 Article XXXIII (Duration and Extension)

2  
3 Should the Legislature appropriate additional certificated compensation increases  
4 during the current school year, the parties will meet to discuss how such increases  
5 might be accomplished.  
6

7 This Agreement shall not require the District to make an upward adjustment in  
8 compensation for the unit where this would involve less than \$20,000. The  
9 parties would meet to discuss the disposition of the remaining amount under  
10 \$20,000.  
11

12 G. Should the District decide to change the configuration of one or more elementary  
13 schools, the parties agree to bargain over those aspects of the change which  
14 impact the Agreement.  
15

16 H. Annually, the following will be open for negotiations:  
17

- 18 1. New legislation.
  - 19 2. Appendix B, work year calendar (2002-03).
  - 20 3. Appendix C, Salary Schedules, and Appendix D (compensation).
  - 21 4. Article XXV.J, District insurance contribution.
  - 22 5. Substitute Salary Schedule - prior to January 15, 2002 (01-02) and January  
23 15, 2003 (02-03).
  - 24 6. Article XXIII.A - Contractual Work Year for 2002-03.
  - 25 7. For 2001-02, recommendations from the following committee reports:
    - 26 a. Appendix D
    - 27 b. Compensation
    - 28 c. Evaluation
    - 29 d. Special Education Research & Review Committee
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3 ARTICLE XXXIV  
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5 PEER MENTOR PROGRAM  
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8 The Peer Mentor Program is specifically designed to meet the needs of teachers through  
9 three days of training in August, regular classroom visits, one-on-one mentoring (both in  
10 person and over the phone), ongoing training, and regular group meetings to address new  
11 teacher needs.  
12

13 A. Selection of Beginning Teachers  
14

15 Teachers selected for the program must meet the criteria specified in the  
16 legislation (WAC 392-196). No teacher will be required to participate in the  
17 program. Teachers who participate will do so on a voluntary basis and agree to  
18 participate fully in the program.  
19

20 B. Selection of Peer Mentors  
21

22 Peer Mentors will be selected by a committee composed of  
23 administrator/designees and teacher representatives. In making the selection of  
24 peer mentors, the committee may find it desirable to consider the following  
25 factors:  
26

- 27 1. Seven or more years of successful classroom experience.
- 28 2. Outstanding classroom teaching ability.
- 29 3. Clarity in written and oral communications.
- 30 4. Ability to work cooperatively, effectively and flexibly with others.
- 31 5. Extensive knowledge of a variety of classroom management and instructional  
32 techniques.
- 33 6. Clear understanding of state curriculum reform.
- 34 7. Extensive knowledge of district resources and how to access them.  
35

36 The selection committee shall make its selection in accordance with OSPI  
37 guidelines and other criteria standards set forth by the selection committee.  
38

39 C. Evaluation Responsibilities  
40

41 No Peer Mentor in their observation of classrooms will be involved in the  
42 evaluation of another staff member. Peer Mentors are expected to maintain  
43 confidentiality with regard to their workings with teachers. Peer Mentors will be  
44 evaluated on their performance as per the professional evaluation requirements of  
45 this contract. Peer Mentors shall periodically inform the principals and program  
46 participants about the content of the training program and other program  
47 activities.  
48

49 The Association shall be involved in any District evaluation of the Teacher  
50 Assistance Program for the OSPI. Copies of this evaluation will be made  
51 available to the District and the Association.  
52

3 **D. Compensation for Participation**  
4

5 Peer Mentors selected for the program shall be compensated as follows:

- 6 • Full Time Peer Mentors will be paid at their regular rate. They will be  
7 assigned different duties for the year. They will continue to be employed by  
8 the district. The basic contract may be adjusted to work from August to May  
9 (instead of September to June). All other benefits, e.g. optional days, and  
10 privileges remain the same. The position is a one-year assignment (which can  
11 be renewed for up to three years). The teacher retains their rights to a  
12 continuing contract and can return to a position for which they are qualified  
13 when they complete their Peer Mentor assignment.
- 14 • Part Time Peer Mentors will be paid at the extra duty pay rate for up to 75  
15 days of time. The work is front loaded at the start of the school year. Work  
16 starts in August, is close to full time in September and October and then tapers  
17 off.

18 New teachers selected for the Peer Mentor Program shall receive a stipend of  
19 three hundred and fifty dollars (\$350) payable in their first payroll. New teacher  
20 participants may also use their optional days for participation in  
21 training/networking meetings during the school year.  
22

23 **E. Program Design**  
24

25 The Peer Mentor and beginning teachers shall participate in three days of  
26 workshop training over the summer. In addition, ongoing training and/or  
27 networking sessions may be held each month.  
28

29 **F. Release Time**  
30

31 A pool of release time days is available for the purpose of visiting other  
32 classrooms. This pool is equivalent to an average of one-half day of release-time  
33 per teacher participant. Peer Mentors can authorize the use of these release time  
34 days.  
35

36 **G. Job Description**  
37

38 A job description for the mentor teacher has been mutually developed between the  
39 District and the Association.  
40

41 **H. Peer Mentor Support**  
42

43 The District will make available a work station for Peer Mentors, including access  
44 to a phone and other facilities as specified in Article XII. The District will also  
45 provide access to professional development as funding permits.  
46

47 **I. Funding**  
48

49 Funding for this program comes primarily from the State Teacher Assistance  
50 Program and the Federal Class Size Reduction program. In addition, the Highline  
51 School District supports this program with up to \$15,000 in local levy funds.  
52 Renton provides similar funding for this joint endeavor.

ARTICLE XXXV

COOPERATING TEACHER AND STUDENT INTERN PROGRAM

A. Selection Process

1. Any employee involvement in the Cooperating Teacher/Student Intern program must be voluntary.
2. Application to enter the pool may be made at any time.
3. A staff member accepted into the cooperating teacher pool will remain there for a maximum of three (3) years or until they withdraw their name.
4. A staff member will make application in writing to their immediate supervisor for the purpose of endorsement. If endorsement is not given, the applicant will be notified of the reason for the denial.
5. An endorsed application will be forwarded by the staff member to the human resources office for processing and filing in a cooperating teacher pool.
6. A staff member from the pool has the right to refuse a proposed assignment for cause. The written refusal, including the rationale, must be submitted to the supervisor.
7. Every effort must be made to ensure that all staff members from the pool have equal opportunity for receiving student teacher assignments.

B. Selection Criteria for Cooperating Teachers

The cooperating teacher is required to:

1. Hold a valid teaching or E.S.A. certificate.
2. Show evidence of three years of successful teaching or E.S.A. experience.
3. Exhibit potential competence in the supervision of student teachers. This can be demonstrated by agreeing to, or by having participated in I.T.I.P., clinical supervision, peer coaching or similar programs.
4. Be committed to the student teaching program and be willing to spend the additional time required to evaluate, meet with and guide student teachers.

1 Article XXXV (Cooperating Teacher/Student Intern Program)  
2

3 5. Be willing to attend training sessions.  
4

5 6. Receive the endorsement of the immediate supervisor with consideration  
6 given to qualities inherent in a teacher trainer:  
7

8 a. Ability to model effective instructional behavior.  
9

10 b. Ability to communicate instructional techniques to others.  
11

12 c. Ability to organize, analyze and communicate the instructional  
13 process.  
14

15 d. Ability to work well with others.  
16

17 e. Ability to be accepting and open to other effective teaching styles.  
18

19 f. Ability to be flexible.  
20

21 C. No participating employee shall be subject to any additional evaluation procedure  
22 not outlined in this agreement.  
23

24 D. Student teachers may perform instructional tasks only while under the supervision  
25 of a certificated supervising employee.  
26

27 E. Initial implementation of the Cooperating Teacher and Student Intern Program  
28 shall occur on or before January 1, 1990.  
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RATIFICATION OF AGREEMENT

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

DATED this 26<sup>th</sup> of September 2001.

**HIGHLINE EDUCATION ASSOCIATION**

By: *Dennis Stron*  
President

*George Long*  
Executive Director

*John Dorey*  
Negotiating Team Member

*Greg Hays*  
Negotiating Team Member

*Mary Newley*  
Negotiating Team Member

*Stacie V. Hawkins*  
Negotiating Team Member

*Jenny Speare*  
Negotiating Team Member

**HIGHLINE SCHOOL DISTRICT NO. 401**

By: *Tom Sketh*  
President, Board of Directors

*Joe K... ..*  
Superintendent

*Sammy ... ..*  
Negotiating Team Member

*Steve ... ..*  
Negotiating Team Member

*Alan ... ..*  
Negotiating Team Member

*Martin ... ..*  
Negotiating Team Member

# *APPENDIX A*

HIGHLINE SCHOOL DISTRICT

EVALUATIVE CRITERIA  
AUDIOLOGIST

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

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

**HIGHLINE SCHOOL DISTRICT  
EVALUATIVE CRITERIA  
CONSULTANT**

**CONSULTANT**

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

<b>1. PREPARATION IN SPECIALITY:</b>	<p>1.1 seeks, acquires and studies new research in field of specialty;</p> <p>1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate;</p> <p>1.3 advises others on the application of current developments in field of specialty to educational programs currently operating in the district.</p>
<b>2. PROGRAM PLANNING:</b>	<p>2.1 establishes immediate and long range objectives consistent with those determined by immediate supervisor;</p> <p>2.2 prepares effective plans to meet objectives;</p> <p>2.3 structures and conducts needs assessments to provide a variety of objective information for program planning purposes;</p> <p>2.4 analyzes resultant needs assessment data to determine what types of programs may be needed and what procedures would be most appropriate for implementing these programs;</p> <p>2.5 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.</p>
<b>3. CONSULTING TECHNIQUES:</b>	<p>3.1 utilizes consulting techniques which are consistent with selected objectives. Such techniques will:</p> <p>3.1.1 make provisions for differences in staff members' backgrounds and experience in the field of specialty;</p> <p>3.1.2 provide staff members with knowledge of current materials techniques in the field;</p> <p>3.1.3 assist staff members in improving teaching techniques in the classroom;</p> <p>3.1.4 assist staff members in planning, implementing, and evaluating new programs in the field.</p>
<b>4. MANAGEMENT ABILITIES:</b>	<p>4.1 arranges for the involvement of people in the program and guides this involvement to meet program needs;</p> <p>4.2 organizes materials to meet program needs;</p> <p>4.3 follows a reasonable timeline for achieving objectives and meets deadlines;</p> <p>4.4 understands all aspects of the program and can articulate this understanding;</p> <p>4.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate;</p> <p>4.6 keeps necessary records and compiles reports. Contributes to research for program or project when necessary;</p> <p>4.7 assists with the preparation of program budgets;</p> <p>4.8 monitors these budgets and prepares budget revisions as necessary;</p> <p>4.9 assists, as requested, with securing funding to continue program operations.</p>

<b>5. STAFF RELATIONS:</b>	5.1 develops rapport with district staff members as individuals in a professional manner; 5.2 deals with personal information and communication in an ethical manner; 5.3 encourages two-way communication on program operations (including strengths, weaknesses, concerns, and recommendations for change).
<b>6. RELATED PERSONAL QUALITIES:</b>	6.1 maintains a professional relationship with colleagues and other administrative personnel; 6.2 seeks, accepts, and benefits by constructive criticism; 6.3 displays initiative in accomplishing objectives; 6.4 demonstrates flexibility in adjusting to unforeseen changes in program and/or management tasks related to program.

**HIGHLINE SCHOOL DISTRICT  
EVALUATIVE CRITERIA  
COUNSELOR**

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

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

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

## HIGHLINE SCHOOL DISTRICT

**EVALUATIVE CRITERIA  
LIBRARY MEDIA SPECIALIST**

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

<b>1. MEDIA ROLE:</b>	<ul style="list-style-type: none"> <li>1.1 selects media and equipment consistent with the District's selection policy and appropriate to the curriculum;</li> <li>1.2 selects a balance of media to meet a variety of learning styles and teaching strategies;</li> <li>1.3 maintains a well organized learning resource center for effective use of media;</li> <li>1.4 provides maintenance for materials and equipment;</li> <li>1.5 develops and implements a program for the integration of materials and equipment into the learning experience;</li> <li>1.6 identifies needs for locally produced materials;</li> <li>1.7 relates services from the District level to meet building instructional needs.</li> </ul>
<b>2. PROGRAM PLANNING:</b>	<ul style="list-style-type: none"> <li>2.1 creates a welcoming and comfortable atmosphere for students and teachers in the Learning Resources Center;</li> <li>2.2 directs aides, volunteers and student help with efficiency and understanding;</li> <li>2.3 develops program objectives and works toward their achievement.</li> </ul>
<b>3. TEACHING:</b>	<ul style="list-style-type: none"> <li>3.1 utilizes teaching techniques which are consistent with the selected objective. Such techniques will:               <ul style="list-style-type: none"> <li>3.1.1 make provision for differences in ability among students,</li> <li>3.1.2 provide for the previous knowledge, abilities, and interests of the class,</li> <li>3.1.3 makes effective use of instructional equipment, materials, and resource personnel,</li> <li>3.1.4 provide a variety of activities in keeping with the maturity and attention span of the students,</li> <li>3.1.5 implement lesson plans but permit flexibility;</li> </ul> </li> <li>3.2 gives explanations, assignments and directions clearly;</li> <li>3.3 makes reasonable and appropriate assignments;</li> <li>3.4 motivates students by making lessons interesting and challenging;</li> <li>3.5 helps students to develop acceptable work habits and study skills;</li> <li>3.6 evaluates daily lessons and units of study by assessing student achievement of objectives;</li> <li>3.7 provides guidance and assistance for students.</li> </ul>
<b>4. ROOM MANAGEMENT AND DISCIPLINE:</b>	<ul style="list-style-type: none"> <li>4.1 establishes and maintains order and discipline in the Library including:               <ul style="list-style-type: none"> <li>4.1.1 quiet when appropriate;</li> <li>4.1.2 attention to the Library Media Specialist when instruction is being given;</li> <li>4.1.3 student conforming to established rules;</li> </ul> </li> <li>4.2 shows consistency in fairness and dealing with student behavior;</li> <li>4.3 disciplines students in a firm but controlled manner;</li> </ul>

	<p>4.4 encourages students to develop courtesy, self-control, respect, and responsibility;</p> <p>4.5 enlists the assistance of counselors, assistant principal, principal, and other supportive personnel when appropriate;</p> <p>4.6 assists in maintaining control and enforcing rules throughout the school.</p>
<p><b>5. PUPIL - LIBRARY MEDIA SPECIALIST RELATIONS:</b></p>	<p>5.1 develops rapport with the student as an individual in a professional manner;</p> <p>5.2 deals with personal information and communication in an ethical manner.</p>

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## HIGHLINE SCHOOL DISTRICT

EVALUATIVE CRITERIA

## NURSE

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

<b>1. HEALTH SERVICES:</b>	1.1 identifies student health problems and needs and shares necessary information and its implication with staff; 1.2 maintains a health record for all students, recording screening results on individual student cards; 1.3 assumes the responsibility for screening procedures, such as hearing, vision, and scoliosis; 1.4 reviews and follows up on all student immunization compliance as required by state regulations; 1.5 performs special education health assessments and participates in staffing and I.E.P. planning; 1.6 recommends appropriate medical supplies for the schools; 1.7 assists the school in providing care for injured or ill students at school; 1.8 performs other health-related duties as requested by the principal as time permits.
<b>2. HEALTH EDUCATION:</b>	2.1 provides resources for health and medical concerns for students and staff; 2.2 provide classroom presentations of health issues as requested by staff or as needed and time permits; 2.3 plans and coordinates health care management for students with special health care needs; 2.4 provides staff in-service in areas of identified need, i.e., C.P.R., seizure care, control of communicable diseases as time permits; 2.5 assists in evaluating learning resource material and curricula in the area of health.
<b>3. HEALTH COUNSELING:</b>	3.1 consults with student, parents, teachers and other staff to obtain appropriate medical care for students; 3.2 assists parents and school personnel to understand and accept children with special needs; 3.3 works with students individually or in groups in areas such as; substance abuse, self esteem, acute and chronic disease, sexual abuse prevention and treatment; 3.4 consults, advises and may refer staff in the areas of health monitoring and counseling.

<p><b>4. INTERPERSONAL RELATIONSHIPS:</b></p>	<p>4.1 respects individual children and their needs and maintains student rapport;</p> <p>4.2 deals in a professional manner with personal and health information;</p> <p>4.3 maintains professional relationships with staff, parents and students;</p> <p>4.4 is a liaison between school, family and community health services.</p>
<p><b>5. PERSONAL/PROFESSIONAL GROWTH:</b></p>	<p>5.1 is responsible for personal and professional growth;</p> <p>5.2 demonstrates an awareness of one's own strengths and limitations to improve or enhance competence;</p> <p>5.3 is punctual and reliable;</p>

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HIGHLINE SCHOOL DISTRICT

**EVALUATIVE CRITERIA  
PSYCHOLOGIST**

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

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

**HIGHLINE SCHOOL DISTRICT  
EVALUATIVE CRITERIA  
SOCIAL WORKER**

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

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

**HIGHLINE SCHOOL DISTRICT  
EVALUATIVE CRITERIA  
SPECIALIST**

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

CRITERIA	INDICATORS - The Specialist
1. PREPARATION IN SPECIALTY:	1.1 possesses and maintains competence in field of specialty; 1.2 understands current developments in the field of specialty, evaluates and applies these when appropriate.
2. PROGRAM PLANNING:	2.1 establishes immediate and long-range objectives consistent with those determined by immediate supervisor; 2.2 prepares effective plans to meet objectives; 2.3 evaluates plans on a continuing basis and utilizes results in adjusting procedures to meet objectives.
3. CONSULTING TECHNIQUES: (i.e., teacher advising techniques, resource skills, teaching skills)	3.1 utilizes consulting techniques, which are consistent with selected objectives. Such techniques will: <ul style="list-style-type: none"> <li>3.1.1 make provisions for differences in teachers' backgrounds and experience in the field of specialty;</li> <li>3.1.2 provide teachers with knowledge of current materials and techniques in the field;</li> <li>3.1.3 assist teachers in improving teaching techniques in the classroom;</li> <li>3.1.4 assist teachers in planning, implementing, and evaluating new programs in the field.</li> </ul>
4. MANAGEMENT ABILITIES:	4.1 arranges for the involvement of people in the program and guides this involvement to meet program needs; 4.2 organizes materials to meet program needs; 4.3 follows a reasonable timeline for achieving objectives and meets deadlines; 4.4 understands all aspects of the program and can articulate this understanding; 4.5 enlists assistance of other supportive personnel (principals, coordinators, consultants, outside experts) when appropriate; 4.6 keeps necessary records and compiles reports. Contributes to research for program or project when necessary.
5. SPECIALIST SCHOOL-STAFF RELATIONS:	5.1 develops rapport with teachers and principals as individuals in a professional manner; 5.2 deals with personal information and communication in an ethical manner.
6. RELATED PERSONAL QUALITIES:	6.1 maintains a professional relationship with colleagues and other administrative personnel; 6.2 seeks, accepts, and benefits by constructive criticism; 6.3 displays initiative in accomplishing objectives.

**SPEECH LANGUAGE PATHOLOGIST  
HIGHLINE SCHOOL DISTRICT**

**EVALUATIVE CRITERIA  
SPEECH LANGUAGE PATHOLOGIST**

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

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

**HIGHLINE SCHOOL DISTRICT  
EVALUATIVE CRITERIA  
ELEMENTARY PHYSICAL EDUCATION SPECIALIST**

The following criteria will be used in the evaluation of Elementary Physical Education Specialist:

<p><b>1. INSTRUCTIONAL SKILL:</b> The physical education teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and conducting an instructional experience.</p>	<p>1.1 establishes immediate and long range objectives which are in accord with District and building curricula; 1.2 prepares effective plans to meet objectives; 1.3 considers effective plans to meet objectives; 1.4 plans for and implements continuing evaluation in lessons and units and utilizes the results in planning subsequent lessons; 1.5 utilizes teaching techniques which are consistent with objectives; 1.6 motivates students by making lessons interesting and challenging; 1.7 gives explanations, assignment and direction clearly.</p>
<p><b>2. CLASSROOM MANAGEMENT:</b> The physical education teacher demonstrates in his or her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.</p>	<p>2.1 selects and prepares equipment and materials appropriate to implement lesson objectives in advance of the lesson; 2.2 evaluates individual student progress as often as possible and maintains records for report card and/or parent conferences; 2.3 enlists the assistance of counselors, assistant principal, principal and other supportive personnel where appropriate; 2.4 provides adequate plans for the substitute teacher.</p>
<p><b>3. HANDLING OF STUDENT DISCIPLINE:</b> The physical education teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.</p>	<p>3.1 establishes and makes clear, parameters for student behavior in the classroom; 3.2 establishes and maintains order and discipline in the gymnasium; 3.3 disciplines students where appropriate in a firm but controlled manner; 3.4 shows consistency and fairness in dealing with student behavior; 3.5 encourages students to develop courtesy, self control, respect and responsibility.</p>
<p><b>4. KNOWLEDGE OF SUBJECT MATTER:</b> The physical education teacher demonstrates a depth and breadth of knowledge of theory and content in general education appropriate to the elementary level.</p>	<p>4.1 possesses and maintains competence in physical education; 4.2 exhibits interest and enthusiasm for general education and continued intellectual growth; 4.3 relates physical education activities to other subject and disciplines when possible.</p>
<p><b>EFFORT TOWARD IMPROVEMENT WHEN NEEDED:</b> The physical education teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.</p>	<p>5.1 participates in a self-evaluation process which identifies both areas of strength and areas in need of improvement; 5.2 makes an effort to respond to recommendations included in periodic and annual evaluations; 5.3 participates in in-service, professional, and college activities leading to continued professional growth.</p>

Criteria	Measures of Performance
<p>6. PREPARATION: The physical education teacher exhibits in his/her performance evidence of having a theoretical background and knowledge of the principles and methods of teaching physical education as a profession.</p>	<p>6.1 understands current developments in physical education and is able to evaluate, revise and apply developments when appropriate; 6.2 possesses and maintains competency in current teaching techniques.</p>
<p>7. INTEREST IN TEACHING PUPILS: The physical education teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The teacher demonstrates enthusiasm for or enjoyment in working with pupils.</p>	<p>7.1 develops rapport with the student as an individual in a professional manner; 7.2 shows enjoyment in the enthusiasm for working with students; 7.3 exhibits willingness to work individually with students; 7.4 provides guidance and assistance for students.</p>
<p>8. PERSONAL QUALITIES RELATED TO TEACHING: The physical education teacher demonstrates a competent level of knowledge and skill in personal areas related to teaching.</p>	<p>8.1 meets responsibilities in a punctual and reliable manner; 8.2 maintains a professional relationship with colleagues, administrators, and parents; 8.2 accepts a fair share of extra curricular responsibilities.</p>
<p>9. SCHOOL STAFF RELATIONS:</p>	<p>9.1 develops rapport with teachers and principals in a professional manner; 9.2 deals with personal information and communication in an ethical manner.</p>

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

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

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

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

**PARENT/INFANT SPECIALIST FOR  
DEAF AND HARD OF HEARING  
HIGHLINE SCHOOL DISTRICT**

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

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

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

**HIGHLINE SCHOOL DISTRICT  
EVALUATIVE CRITERIA  
TEACHER**

**TEACHER**

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

<p><b>INSTRUCTIONAL SKILL:</b> The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and conducting an instructional experience.</p>	<p>1.1 establishes immediate and long range objectives which are in accord with district and building curricula; 1.2 prepares effective plans to meet objectives; 1.3 considers abilities, interests, and present performance levels of students in planning and conducting lessons; 1.4 plans for and implements continuing evaluation in lessons and units and utilizes results in planning subsequent lessons; 1.5 utilizes teaching techniques which are consistent with objectives; 1.6 motivates students by making lessons interesting and challenging; 1.7 gives explanations, assignments, and directions clearly; 1.8 makes reasonable and appropriate assignments.</p>
<p><b>CLASSROOM MANAGEMENT</b> The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.</p>	<p>2.1 organizes the classroom setting to contribute to the learning process; 2.2 selects and prepares equipment and materials appropriate to implement lesson objectives in advance of the lesson; 2.3 evaluates individual student progress regularly and maintains records for report card and/or parent conferences; 2.4 enlists the assistance of counselors, assistant principal, principal, and other supportive personnel where appropriate; 2.5 provides adequate plans for substitute teacher.</p>
<p><b>HANDLING OF STUDENT DISCIPLINE:</b> The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.</p>	<p>3.1 establishes and makes clear, parameters for student behavior in the classroom; 3.2 establishes and maintains order and discipline in the classroom; 3.3 disciplines students where appropriate in a firm but controlled manner; 3.4 shows consistency and fairness in dealing with student behavior; 3.5 encourages students to develop courtesy, self-control, respect and responsibility; 3.6 assists in maintaining control and enforcing rules throughout the school.</p>
<p><b>KNOWLEDGE OF SUBJECT MATTER</b> The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).</p>	<p>4.1 possesses and maintains competence in subject matter areas; 4.2 exhibits interest and enthusiasm for general education and continued intellectual growth; 4.3 relates subject matter field(s) to other subjects and discipline.</p>
<p><b>EFFORT TOWARD IMPROVEMENT WHEN NEEDED:</b> The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.</p>	<p>5.1 participates in a self-evaluation process which identifies both areas of strength and areas in need of improvement; 5.2 makes an effort to respond to recommendations included in periodic and annual evaluations; 5.3 participates in inservice, professional, and college activities leading to continued professional growth.</p>
<p><b>PROFESSIONAL PREPARATION AND SCHOLARSHIP:</b> The certificated classroom teacher exhibits in his or her performance evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.</p>	<p>6.1 possesses and maintains competency in current teaching techniques; 6.2 deals with personal information and communication in an ethical manner.</p>
<p><b>INTEREST IN TEACHING PUPILS:</b> The certificated classroom teacher demonstrates an understanding of a commitment to each pupil taking into account each individual's unique background and characteristics.</p>	<p>7.1 develops rapport with the student as an individual in a professional manner; 7.2 shows enjoyment in and enthusiasm for working with students; 7.3 exhibits willingness to work individually with students; 7.4 provides guidance and assistance for students.</p>
<p><b>PERSONAL QUALITIES RELATED TO TEACHING:</b> The certificated classroom teacher demonstrates a competent level of knowledge and skill in personal areas related to teaching.</p>	<p>8.1 meets responsibility in a punctual and reliable manner; 8.2 maintains a professional relationship with colleagues, administrators, and parents; 8.3 accepts a fair share of extra curricular responsibilities.</p>

## *APPENDIX B*

**APPENDIX B  
HIGHLINE SCHOOL DISTRICT  
2001-2002 HEA Work Year Calendar**

Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
<b>(August)SEPTEMBER</b>					<b>FEBRUARY</b>				
27 $\Delta$	28 $\Delta$	29 $\Delta$	30 $\Delta$	31 $\circ$				1	
3 $\square$	4 $\circ$	5 $\sqsubset$	6	7	4	5	6	7	8
10	11	12	13	14	11	12	13	14	15
17	18	19	20	21	18	19	20	21	22
24	25	26	27	28	25	26			
<b>OCTOBER</b>					<b>MARCH</b>				
1	2	3	4	5					1
8	9	10	11	12 $\square$	4	5	6	7	8
15	16	17	18	19	11	12	13	14**	15(E)
22	23	24	25	26	18	19	20	21	22
29	30	31			25	26	27	28	29
<b>NOVEMBER</b>					<b>APRIL</b>				
			1	2	1	2	3	4	5
5	6	7*	8	9	8	9	10	11	12*
12 $\square$	13**	14**	15**	16**	15	16	17	18	19
19**	20**	21	22	23	22	23	24	25	26
26	27	28	29	30	29	30			
<b>DECEMBER</b>					<b>MAY</b>				
3	4	5	6	7			1	2	3
10	11	12	13	14	6	7	8	9	10
17	18	19	20	21	13	14	15	16	17
24	25	26	27	28	20	21	22	23	24
31					27	28	29	30	31
<b>JANUARY</b>					<b>JUNE</b>				
	1	2	3	4	3	4	5	6	7
7	8	9	10	11	10	11	12	13	14
14	15	16	17	18	17	18	19	20**	21
21 $\square$	22	23	24	25*	24	25	26	27	28
28(S)	29	30	31						

**LEGEND**

- $\circ$  "Learning Improvement Days" (as per contract)
- $\Delta$  Professional Development and Instructional Preparation Days (Optional)
- $\sqsubset$  First Student Day
- $\sqcap$  Last Day of School (1/2 day for students)
- $\square$  Holidays/non-work days
- (E) Elementary Teacher Planning/Preparation
- (S) Secondary Teacher Planning/Preparation
- \* End of Quarter
- \*\* Elementary reporting periods

**HOLIDAYS AND VACATIONS**

- September 3 - Labor Day
- October 12 - Teacher Workshop Day
- November 12 - Veterans' Day
- November 22-23 - Thanksgiving Holiday
- December 24 thru January 4 - Winter Break
- January 21 - M.L. King, Jr. Day
- February 18 - Presidents' Day
- February 18-22 - Mid-winter Break
- April 15-19 - Spring Break
- May 27 - Memorial Day

# *APPENDIX C*

HIGHLINE SCHOOL DISTRICT #401  
 Teachers, Nurses, Occupational Therapists, Physical Therapists, and VOC Plan II  
**BACHELORS SALARY SCHEDULE 2001/02**

Highlighted lines include \$2,785 (17.5 optional days @ \$158/day)

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0.0	27,467	27,467	27,591	28,187	28,659	29,130	30,378	30,378	30,378	30,378	
1.0	27,467	27,591	27,876	28,524	29,130	30,067	31,317	31,317	31,317	31,317	
2.0	27,591	27,876	28,214	29,441	30,067	31,008	32,285	32,960	33,970	34,985	
3.0	27,876	28,214	29,130	30,378	31,006	31,974	33,271	33,970	34,985	35,999	
4.0	28,214	29,130	30,067	31,317	31,974	32,960	34,281	34,985	35,999	37,041	
5.0	29,130	30,067	31,006	32,285	32,960	33,970	35,296	35,999	37,041	38,097	
6.0	30,067	31,006	31,974	33,271	33,970	34,985	36,311	37,041	38,097	39,161	
7.0	31,006	31,974	32,960	34,281	34,985	35,999	37,352	38,097	39,161	40,249	
8.0	32,960	33,970	34,985	36,311	37,041	38,097	39,472	40,249	41,335	42,446	
9.0	34,985	35,999	37,041	38,408	39,161	40,249	41,646	42,446	43,554	44,701	
10.0	37,041	38,097	39,161	40,560	41,335	42,446	43,865	44,701	45,858	47,019	
11.0	39,161	40,249	41,335	42,757	43,554	44,701	46,137	47,019	48,202	49,389	
12.0	41,335	42,446	43,554	45,063	45,858	47,019	48,468	49,389	50,602	51,832	
13.0	43,554	44,701	45,858	47,389	48,202	49,389	50,867	51,832	53,092	54,382	
14.0	45,858	47,019	48,202	49,721	50,602	51,832	53,351	54,389	55,702	57,049	
15.0	48,202	49,389	50,602	52,141	53,092	54,389	55,948	57,049	58,402	59,799	
16.0	(*)BA+105 closes November 2, 2001						47,330	48,202	49,390	50,597	
16.5/25.0	(**)BA+120 closes November 2, 2003						48,565	49,437	50,625	51,832	
25.5/Over	(***)BA+135 closes November 2, 2004						49,801	50,672	51,860	53,070	

1. Voc Plan II teacher placement determined according to WAC 392-121-259(3)(b).
2. Experience credit will be provided on a one-half year basis.
3. The State B.A. minimum will be \$27,467.
4. Vocational teachers with Plan II (non-degreed) certification will be placed on this schedule according to the Reporting Process instructions for OSPI Form S-275.

HIGHLINE SCHOOL DISTRICT #401  
**Teachers, Nurses, Occupational Therapists, Physical Therapists, and VOC Plan II**  
**MASTERS SALARY SCHEDULE 2001/02**

Step								
0.0	32,997	33,308	33,490	33,671	34,035	34,088	34,088	34,088
1.0	32,997	33,308	33,581	33,853	34,398	34,478	34,478	34,478
2.0	32,997	33,475	33,724	34,088	34,789	35,465	36,475	37,490
3.0	32,997	34,035	34,088	34,479	35,775	36,475	37,491	38,504
4.0	32,997	34,398	34,479	35,464	36,788	37,491	38,504	39,546
5.0	33,408	34,789	35,464	36,475	37,802	38,504	39,546	40,602
6.0	34,479	35,775	36,475	37,491	38,815	39,546	40,602	41,666
7.0	35,464	36,788	37,491	38,504	39,857	40,602	41,666	42,754
8.0		37,802	38,504	39,546	40,913	41,666	42,754	43,840
9.0		38,815	39,546	40,602	41,977	42,754	43,840	44,951
10.0		39,857	40,602	41,666	43,065	43,840	44,951	46,059
11.0		40,913	41,666	42,754	44,151	44,951	46,059	47,206
12.0		41,977	42,754	43,840	45,262	46,059	47,206	48,364
13.0			46,635	48,657	48,657	48,654	50,001	51,150
14.0				49,254	49,254	50,001	51,150	52,319
15.0				50,312	48,675	49,524	50,707	51,895
16.0				51,470	49,835	50,707	51,895	53,102
16.5/25.0				52,520	52,520	53,502	54,500	55,507
25.5/Over				53,866	53,866	54,927	55,927	56,934
				55,161	55,161	56,272	57,363	58,470

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1. Ph.D stipends add \$1,000.  
 2. Experience credit will be provided on a one-half year basis.  
 3. Minimum is \$32,931.

**APPENDIX C**

**HIGHLINE SCHOOL DISTRICT NO. 401  
15675 Ambaum Boulevard Southwest  
Seattle, Washington 98166**

**SUBSTITUTE TEACHERS' SALARY SCHEDULE 2001-2002\***

SUBSTITUTES . . . . . \$120.00 (DAILY RATE)

AFTER THE FIFTH DAY IN A  
CONTINUOUS ASSIGNMENT . . . . . \$125.00 (EXTENDED RATE)

AFTER THE TWENTIETH DAY IN A  
CONTINUOUS ASSIGNMENT . . . . . Amount Equivalent to the  
Contractual Rate

A substitute assignment made  
up to one-half day will be paid  
at a one-half day rate plus. . . \$6.00

Any assignment made for more than one-half day will be paid at the full day rate.

Rates shall be as follows:

	MONDAY-THURSDAY	FRIDAY
Substitutes	\$120.00	\$130.00
After Fifth Day	\$125.00	\$135.00
Half-Day	\$66.00	\$71.00
After 20 <sup>th</sup> Day	Contractual Rate	Contractual Rate

\*Salary to be effective from May 15<sup>th</sup>, 2001. HEA and HSD mutually agree to reopen negotiations on substitute compensation prior to January 15, 2002.

## *APPENDIX D*

APPENDIX D

EXTRA CURRICULAR SALARY SCHEDULE 2001-02\*\*

<u>Senior High</u>	<u>Salary</u>
Annual	2,068
Band	3,900
Chorus	1,237
Drama	1,968
Foreign Language Club (one per school)	708
Honor Society Advisory	708
Journalism	2,068
Knowledge Bowl Advisor	708

Each high school will be allocated annually a fund equal to .05 of the base salary schedule for other minor club advisors which will be divided among employees depending upon student interest and needs.

<u>Middle School</u>	<u>Salary</u>
Band	1,100
Choral	1,100

Each middle school shall be allocated annually a fund equal to .10 of the base salary for stipend support for projects such as but not limited to career day assistance, curriculum leadership, math competitions, computer related issues, science fair assistance and multicultural assistance. The principal and staff shall jointly determine the expenditure of the fund.

Elementary School

Each elementary school shall be allocated annually a fund equal to .07 of the base salary schedule for stipend support for projects such as but not limited to math competitions, spelling bee competition, Young Author's Conference, computer related issues, curriculum fairs, leader positions and after school activities. The principal and staff shall jointly determine the expenditure of the fund.

All stipends have been increased by 3.7% for the 2001-02 year.

For 2002-03 an amount equal to the state cost of living for Appendix D will be used to create a "restructuring fund" to address all three reports (neutral, moderate, large) done by the Appendix D committee.

APPENDIX D

ADDITIONAL PAY FOR ADDITIONAL TIME AND/OR RESPONSIBILITIES (2001-2002) \*\*

*Consultants	\$2,374 for responsibility, 1/36 of base salary for one additional week.
Secondary Department Chairperson, Middle School Curriculum Leader, Special Education Chairperson (one [1] per secondary site, excluding Satellite), and ESL Chairperson	Compensation shall be: A. 5 - 9 Class Periods \$ 407 B. 10 - 14 Class Periods \$ 800 C. 15 - 25 Class Periods \$1,205 D. 26 - 35 Class Periods \$ 1,605 E. 36 - 45 Class Periods \$ 2,008 F. 46+ Class Periods \$2,408
Elementary/Satellite Principal Designee	\$ 748 for additional responsibility
*Head OT/PT, Head Psychologist, Head Nurse, Head Speech/Language Pathologist, Head Teacher- Multi-Handicapped, Head Elementary and Secondary Counselor(s), Head Special Education.	\$2,015 for responsibility, 1/36 of base salary for each week of authorized extended time.
Summer School (Regular Education or Extended School Year), and Highline Evening Learning Program and Instructors.	\$25.53 per hour for teaching and for assigned planning.
*Evening Learning Program: Coordinator/Counselor	\$7,331 for nine (9) months responsibility and time factor. The position may be shared.
Librarians	70 hours of extended time will be paid at the rate of 1/36 of base salary per week for each building librarian.

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

\*\*All stipends have been increased by 3.7% for the 2001-02 year.  
For 2002-03 an amount equal to the state cost of living for Appendix D will be used to create a "restructuring fund" to address all three reports (neutral, moderate, large) done by the Appendix D Committee.

**Additional Pay for Additional Time and/or Responsibility - 2 of 5 \*\***

*Social Workers	1/36 of base salary for one additional week.
*Specialist	\$1,984 for responsibility, 1/36 of base salary for each week of authorized time.
Outdoor Education	Teachers participating in the outdoor education program will receive \$93.47 per overnight stay for additional time and responsibility.
Curriculum Studies	Staff members who are employed for curriculum writing or related needs beyond the contractual work year will be paid at the rate of \$25.53 per hour.
Building Curriculum Fund	Each high school shall be allocated annually a building curriculum fund of \$5,957. The building staff shall form a curriculum committee in order to determine the expenditure of this fund, which may include acquiring substitutes or compensating teachers for developing/ integrating new curriculum or programs.
Intramural Supervisor and Elementary School Chorus Advisor	Intramural funds will be expended as determined by the building principal. Staff members who accept assignments from the building principal to supervise intramural activities shall be compensated at the rate of \$13.78 per hour. Each supervisor will be paid up to a maximum of 28 hours per activity. The total amount expended for all intramural activities for a building shall not exceed the building's intramural allocation.
Athletic Helper Rate	Athletic helpers that take tickets, do timing, statistics or gym supervision will be paid \$16.67 per hour.
Special Education IEP Compensation	Special education employees who choose to receive compensation (Article XII.R.4.a.) shall receive .0015 of the base salary per I.E.P. student. Other employees who choose to receive compensation shall receive .0005 of the base salary per I.E.P. student. (Article XII, Section R.4.b. and c.)
Traffic Safety Education Teachers	Teachers in the Traffic Safety Education Program will receive \$27.47 per hour of instruction.
*Counseling	Each secondary school will be entitled to extended counseling time during the summer at the rate of ten (10) hours per each one hundred (100) pupils enrolled, or a major fraction thereof.

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

Stipends have been increased by 3.7% for the 2001-02 year.

For 2002-03 an amount equal to the state cost of living for Appendix D will be used to create a "restructuring fund" to address all three reports (neutral, moderate, large) done by the Appendix D Committee.

**Additional Pay for Additional Time and/or Responsibilities - 3 of 5 \*\***

The principal will select the counselor or counselors best suited to serve this program.

Each will be paid at the rate of 1/36 of base salary per week.

Elementary counselors will be paid at the rate of 1/36 of base salary per week for an additional five (5) days service.

\*Psychologists

1/36 of base salary per week for authorized additional time.

\*Specified Vocational Teacher Personnel, as shown:  
Instructors, including OSC, will receive extra time as follows:

1/36 of base pay per week for authorized additional time.

One Week (5 days)

All Vocational Information Specialists.

Two Weeks (10 days)

1. Cooperative Education teachers with up to 28 students.
2. Agriculture Education teachers with up to 28 students.

Three Weeks (15 days)

1. Cooperative Education teachers with 29 to 45 students.
2. Agriculture Education teachers with 29 to 45 students.

Four Weeks (20 Days)

1. Cooperative Education teachers with 46 or more students.
2. Agriculture Education teachers with 46 or more students.

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

\*\*All stipends have been increased by 3.7% for the 2001-02 year.

For 2002-03 an amount equal to the state cost of living for Appendix D will be used to create a "restructuring fund" to address all three reports (neutral, moderate, large) done by the Appendix D Committee.

**Additional Pay for Additional Time and/or Responsibility - 4 of 5 \*\***

OSC Teachers

1. Beginning in 2001-02, OSC extended days (Appendix D) will be reduced on a 1 for 1 basis for every optional day added.
2. For 2001-02
  - Up to 10 FTE = 3 days
  - 11 to 15 FTE = 8 days
  - 16 or more FTE = 13 days
3. For 2002-03
  - Up to 10 FTE = 2 days
  - 11 to 15 FTE = 7 days
  - 16 or more FTE = 12 days

The student count will be determined October 1 for the first semester and February 1 for the second semester of each school year. The staff member and the building principal will cooperatively determine how the extended time is to be used.

**Vocational Student  
Organization Advisor**

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

**\*\*\*Multiple Stations**

A teacher whose appointment is split between two buildings will be paid for one day of extended time at per diem rate. One-half day is to be utilized before the work year and one-half day following the work year.

**District Initiated  
Personnel Actions and  
Construction/Remodeling**

Staff members directed by the building principal or supervisor to prepare and/or move instructional materials/furniture/equipment in order for their room to be vacated due to school closure, construction, remodeling, district program relocation to another building site or district initiated personnel action (Article XIX.B.) shall receive an additional half day's (.5) compensation.

The principal may designate additional compensated time as needed, but such amount shall not exceed a total equal to the number of classroom teachers who vacated their classroom times .75 days.

All stipends have been increased by 3.7% for the 2001-02 year.

For 2002-03 an amount equal to the state cost of living for Appendix D will be used to create a "restructuring fund" to address all three reports (neutral, moderate, large) done by the Appendix D Committee.

This does not apply to itinerant personnel.

Alternative Education  
(Valley View and  
Southern Heights)

The certificated personnel working at sites which have been designated as "alternative education" facilities shall receive two (2) days at per diem rate annually. These two (2) days shall be in addition to the optional work days provided for in this Agreement.

Building Improvement Fund

Each building will be allocated funds as indicated. The principal and staff will jointly determine the expenditure of the fund. If consensus cannot be reached, then the principal shall make the final decision regarding expenditures. The funds may only be expended for projects that improve the quality of building and classroom learning environment.

Student F.T.E. enrollment on October 1

0 - 350	.05 Base
351 - 700	.07 Base
701 - 1000	.09 Base
1001 - up	.11 Base

Computer Technology  
Representatives

Elementary: \$748 for additional responsibility  
Secondary: \$2730 for additional responsibility

Better Schools

Staff members who participate in professional development activities so that they may better assist students in meeting the essential academic learning requirements and student assessment performance standards as outlined in the building's learning improvement plan are eligible for Better Schools compensation. Staff members who participate in Better Schools activities shall be paid \$35.00 per hour.

Vocational Family and Consumer  
Science (Life Skills)

The teaching day will consist of a five (5) period teaching day with contractual extended time using the formula:

$$\frac{1-1/2 \text{ hours} \times \text{number of students}}{2}$$

times individual hourly rate to be figured each semester.

Curriculum Instruction  
Assessment (CIA) Facilitators

\$ 748

Secondary Education Reform  
Committee

\$748

\*\*All stipends have been increased by 3.7% for the 2001-02 year.

For 2002-03 an amount equal to the state cost of living for Appendix D will be used to create a "restructuring fund" to address all three reports (neutral, moderate, large) done by the Appendix D Committee.

# *APPENDIX E*

HIGHLINE PUBLIC SCHOOLS  
15675 Ambaum Boulevard SW  
Burien, WA 98166

**GRIEVANCE FORM - CERTIFICATED EMPLOYEE**

This form is to be used by employees filing a grievance, pursuant to Article XVI (Grievance Procedure). If the space provided below and on the other side is not sufficient for responses, please attach additional information to this form.

**STEP I**

To: \_\_\_\_\_  
Name of Principal or Supervisor School or Location

Name of Grievant \_\_\_\_\_

\_\_\_\_\_ School or Building Position

Date of the occurrence giving rise to the grievance \_\_\_\_\_

Date that the grievant first discussed the grievance with principal or supervisor \_\_\_\_\_

What article(s) and specific paragraph(s) of the Collective Bargaining Agreement is/are alleged to have been violated? *(If possible, quote the exact language alleged to have been violated.)*

List relevant facts upon which the grievance is based.

What remedy is being sought?

\_\_\_\_\_ Date submitted to Principal or Supervisor

\_\_\_\_\_ Grievant's Signature

**Disposition of Grievance by Principal or Supervisor**

---

Date of Disposition

---

Signature of Principal or Supervisor

---

Date

---

Signature of Grievant

(The Grievant's signature does not imply agreement with the disposition.)

HIGHLINE PUBLIC SCHOOLS  
15675 Ambaum Boulevard SW  
Burien, WA 98166

**GRIEVANCE FORM – CERTIFICATED**

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

**S T E P   I I**

To: \_\_\_\_\_  
Superintendent/Designee

From: \_\_\_\_\_  
Grievant

Position: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_  
Date submitted to Superintendent/Designee

\_\_\_\_\_  
Grievant's Signature

- I. Please attach a completed copy of Step I Grievance Form.
- II. What specific article(s) and paragraph(s) of the Collective Bargaining Agreement remain in question after the disposition of Step I?
  
- III. Include any additional factual information relevant to the grievance.

**Disposition of Grievance by Superintendent/Designee**

\_\_\_\_\_

Date of Disposition

\_\_\_\_\_

Signature of Superintendent/Designee

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Grievant

*(The signature does not necessarily indicate agreement with the report.)*

If the disposition is not satisfactory, the Highline Education Association may request mediation pursuant to Article XVI, Grievance Procedure, subsection D, or arbitration pursuant to Article XVI, Grievance Procedure, subsection E.

HIGHLINE PUBLIC SCHOOLS  
15675 Ambaum Boulevard SW  
Burien, WA 98166

**GRIEVANCE FORM - ASSOCIATION**

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

**FILING STEP**

To: \_\_\_\_\_  
Superintendent/Designee

From the Association:

By \_\_\_\_\_  
President Executive Director

\_\_\_\_\_  
Date submitted to Superintendent/Designee Authorized Association Signature

I. Date of the occurrence giving rise to the grievance: \_\_\_\_\_

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

III. The relevant facts are:

IV. What remedy is being sought?

**Disposition of Grievance by Superintendent/Designee**

Date of Disposition	Signature of Superintendent/Designee
Date <i>(The signature does not necessarily indicate agreement with the report.)</i>	Signature of Authorized Association Representative

If the disposition is not satisfactory, the Highline Education Association may request mediation pursuant to Article XVI, Grievance Procedure, subsection D, or arbitration pursuant to Article XVI, Grievance Procedure, subsection E.

## *APPENDIX F*

## APPENDIX F

### LETTER OF AGREEMENT BETWEEN THE HIGHLINE SCHOOL DISTRICT AND THE HIGHLINE EDUCATION ASSOCIATION RELATING TO THE IMPLEMENTATION OF THE ENGLISH AS A SECOND LANGUAGE (ESL) STUDENT RATIO.

The Association and the District agree that the ESL student ratio of 18 to 1 shall be implemented in the following manner:

#### A. ELEMENTARY SCHOOLS:

1. A multiple school ESL center will consist of all the classes within a geographical area.
2. In each ESL center an FTE teacher will be authorized for each eighteen (18) FTE students.
3. The maximum number of students in an ESL classroom will be twenty-one (21).
4. A student who is mainstreamed up to one (1) hour per day is considered an FTE student for purposes of allocation.
5. No ESL center will include more than three of the four language "levels" by which English competence is defined.
6. Every ESL class will be limited to a maximum of three grade levels.
7. In addition to the teacher, any single teacher ESL center will qualify for a .5 FTE teacher aide at sixteen (16) FTE students.
8. All elementary ESL classes north of 152nd Street shall be considered as a single ESL center for purposes of staffing.

- B. SECONDARY SCHOOLS: Because of its larger student population, the typical secondary school program consists of more ESL classrooms than does its elementary counterpart. Because of its more complicated scheduling pattern, the number of students in a given ESL teacher's class might vary greatly from period to period throughout the day. Therefore, the secondary school equivalent of the sixteen to one (16:1) student teacher ratio would be a daily class load of eighty (80) students. A total of one hundred twenty (120) daily students (the equivalent of twenty-four (24) self-contained students) would be the maximum number before an additional teacher is obtained.

Appendix F (cont.)

For purposes of staffing and budgeting, any student enrolled two or more periods per day in an ESL class is considered an FTE ESL student, since such a student will require additional teacher help in the non-ESL classes into which they are mainstreamed. The difference between this total ESL figure and the actual F.T.E. students scheduled into ESL classes may be applied to the provision of additional mainstream or ESL support as determined by the ESL program director and the school principal, in accordance with the following formula:

- 30 FTE students - 1.0 FTE mainstream teacher; or,
- 16 FTE students - 1.0 FTE ESL teacher; or,
- 5 FTE students - 1.0 FTE teacher aide; or, a combination of the above.

# *APPENDIX G*

## APPENDIX G

### PROCEDURES FOR REQUESTING REVIEW OF COACHING/ADVISING/CLUB "SCALE POINTS"

Limited to those positions represented in the HEA collective bargaining agreement.

A joint Highline School District/Highline Education Association committee shall be established to review requested changes in the assigned "Scale Points". The committee shall be composed of three (3) members appointed by the superintendent and three (3) members appointed by the president of the Highline Education Association.

The following procedure will be used:

1. The coach(es)/advisors of any sport/activity may petition the joint committee, in writing, of their desired change.
2. All petitions must include rationale for adjustments based upon the established criteria for determining the coach's/advisor's stipend.
3. A coach or coaches/advisor or advisors shall have the opportunity to present the petition verbally to the committee. However, the petition must be submitted to the Director of Employee Relations, in writing, one week prior to the verbal presentation. The Director of Employee Relations will forward the petition to the committee.
4. The committee will respond to each request in writing with a brief statement covering its recommendations to the District and the Association.

*APPENDIX H*

## APPENDIX H

**Letter of Agreement  
Between  
the Highline School District  
and the Highline Education Association  
Concerning the Implementation of  
Additional Non-instructional Time at the Elementary (1-6)**

In order to provide the additional non-instructional time for elementary teachers (1-6) as provided in Article XII, Section C., the District will implement the following:

A total of twenty-four (24) F.T.E. elementary librarians will be allocated in order to implement this agreement. Beginning with the 2002-03 school year a total of at least twenty-three (23) F.T.E. elementary librarians will be allocated. The reduction in F.T.E. from 24 to 23 will be accomplished through attrition. The coordinator of learning resources will determine the specific building placement and amount of librarian time based on the model used by the District to place elementary general music teachers and elementary physical education teachers.

Each elementary (1-6) student will be provided with an average of forty-five (45) minutes per week of instructional time by the building's librarian.

The librarian and individual teacher(s), in consultation with the building principal, will mutually agree on a monthly schedule. Library time will not be "banked" beyond three (3) hours without consent.

The District will provide library assistant time based on the following allocation schedule:

Building Head Count	No. of Library Assistant Hours/Per Day
0 - 375	2
376 - 475	3
476 - 550	4
551 and over	5

*APPENDIX I*

## APPENDIX I

### Professional Growth Option

#### Letter of Agreement

A Professional Growth Option (PGO) encourages experienced staff to participate in self-assessment and professional goal setting. The purpose is two-fold: to create an atmosphere of trust and respect that will foster collegial exchange; to support an employee's attempts to improve instruction through research and innovative experimentation with the support of the supervisor as an instructional leader and to allow a mentor or colleague the opportunity to provide guidance and insight for the employee.

This plan has four components: funding, eligibility, procedures/timelines, and program review.

#### 1. Funding

Funding in support of the PGO may come from a variety of sources including, but not limited to grants, building budgets, program budgets and community partnerships. For the duration of the contract, no district funds will be allocated for this program.

#### 2. Eligibility

- a. The Professional Growth Option (PGO) shall be available and voluntary to all certificated employees who are eligible for short form evaluation. Teams, as well as individuals, are encouraged to participate in the PGO process.
- b. Short form evaluation and the PGO take place side by side; however, the short form evaluation cannot include the area(s) the staff member has designated in the professional growth plan. During the PGO, interaction based on trust and collaboration is encouraged between the participant and mentor(s) or colleague(s) of his/her choosing, with the supervisor providing support throughout the whole process. Information generated from the PGO is solely owned by the certificated employee and may not be considered in the District's evaluation process nor be a part of the personnel file, unless the certificated employee so requests.

#### 3. Procedures/Timelines

- a. The certificated employee indicates potential interest by informing the supervisor.
- b. The employee and the supervisor commit to attending a one hour meeting, provided through the Instructional Services Division to learn about the process and options for a professional growth plan and goal setting.
- c. The certificated employee declares intent to participate by completing the Notice of Interest form with copies to the supervisor and the Instructional Services Division.

## Professional Growth Option (cont.)

- d. Additional training for participants takes place prior to the start of school. Clock hours or credit (if applicable) will be available. Training might include: goal setting, negotiating, or peer coaching.
- e. Prior to October 15, the certificated employee meets with his/her mentor(s), colleague(s), and supervisor to complete the PGO Goal Setting Form. The supervisor must initial the appropriate form to indicate an understanding of the plan and to insure that areas within the Professional Growth Plan are excluded from the evaluation process.
- f. Prior to February 1 and June 1 the PGO participant meets with his/her mentor(s), colleague(s), and supervisor to assess the progress toward meeting the goals established in the Professional Growth Plan.
- g. The PGO is voluntary on the part of the certificated employee. A participant may exit at any point in the process. If exit from the PGO is suggested by the supervisor, the supervisor will state specific justification in writing to the participant. Within three (3) working days, the supervisor and the participant shall review and discuss the recommendation. If no agreement is reached, the supervisor may submit the specific recommendation in writing to the Professional Growth Committee. The matter will then be reviewed by the Professional Growth Committee. The committee will determine if the participant will continue on the PGO or exit the PGO. However, upon exit, the protected area(s) under the PGO could become a part of the current short-form evaluation process.
- h. The Professional Growth Option will be completed by the end of the school year.
- i. Materials/records/portfolios expressly developed as a result of the individual's participation in the Professional Growth Program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee's personnel file or used by the district in its formal evaluation criteria.

#### 4. Program Review

An ongoing Highline Education Association/Highline School District Professional Growth Committee will be established to review and evaluate the professional growth process on a regular basis. The committee will be composed of six (6) members, three (3) representatives selected by the president of Highline Education Association and three (3) representatives selected by the superintendent of the Highline School District. Membership on this committee will be on a two year rotational basis. A recommendation(s) of the committee, including survey results and annual summaries of the District PGO activities, shall be forwarded to the Highline Education Association and the Highline School District.

Professional Growth Option (cont.)

Timeline

ONGOING

- Mar. 1           Copies of Appendix I will be provided to all certificated staff.
- Apr. 1           Initial one-hour training giving details of the PGO process is scheduled by the Instructional Services Division for all interested certificated staff members and supervisors.
- Apr. 15          Individual staff who are interested in the PGO have informed their supervisor and the Instructional Services Division by submitting the Notice of Interest form.
- Aug. 30          Additional training for participating staff is completed by the Instructional Services Division.
- Oct. 15          The Goal Setting form is completed and initialed by the mentor(s), colleague(s) and supervisor.
- Feb. 1           The first half of the Assessment of Progress form is completed by the participant, mentor(s), colleague(s) and supervisor.
- June 1           The remainder of the Assessment of Progress form is completed by the participant, mentor(s), colleague(s) and supervisor.
- End of Year      The Professional Growth Option is completed.

# *APPENDIX J*

**APPENDIX J**

**LETTER OF AGREEMENT  
BETWEEN  
THE HIGHLINE SCHOOL DISTRICT  
AND  
THE HIGHLINE EDUCATION ASSOCIATION  
CONCERNING  
SECONDARY LIBRARY ASSISTANT TIME**

For the duration of this contract, secondary library assistant time shall remain at the 1992-93 level except each middle school library shall receive six (6) hours per week of assistant time.

# *APPENDIX K*

**APPENDIX K**

**LETTER OF UNDERSTANDING**

**HEAD PSYCHOLOGIST POSITION/STIPEND**

We the undersigned, on behalf of the Highline School District and the Highline Education Association, hereby agree to the following:

For the duration of the contract, the Head Psychologist position and stipend shall be implemented according to Appendix D of the Collective Bargaining Agreement.

# *APPENDIX L*

## APPENDIX L

**Letter of Agreement  
between  
The Highline School District  
and  
The Highline Education Association  
concerning  
Collecting Agency fees from Day-to-Day Substitutes**

Effective August 1, 1996, and for the duration of the Collective Bargaining Agreement between the Highline Education Association and the Highline School District, the parties agree to the following program related to the collecting of agency fees from day-to-day substitutes who do not become members of the Association.

1. Existing provisions in Article XXXII (Substitutes) will continue without modification for the duration of the current Collective Bargaining Agreement.
2. On or before August 1, the District shall provide the Association with a list of individuals who substituted during the school year and those who were added to the substitute pool as of June 30.
3. The Association will review the list provided by the District in 2 above, and subsequently determine the number of "Hudson" packets to be delivered to the District for the coming school year.
4. On or before August 15, the Association shall deliver to the District's Human Resource Department the number of "Hudson" packets determined in 3 above. If the Association is unable to deliver to the District the "Hudson" packets by August 15, the Association shall notify the District of the delay, the reason for the delay, and will provide "Hudson" packets as soon after August 15 as is feasible, but in no event later than the meeting(s) described in 5 below.
5. During the course of the regular substitute orientation, "Hudson" packets will be made available to appropriate individuals. The following process will be followed:
  - a. A representative from HEA will be provided time to hand out "Hudson" packets;
  - b. The attached form (Attachment A) will be completed and signed;
  - c. The forms will be collected by the HEA representative;
  - d. HEA will notify the District Human Resource Department of any substitute not completing the form;

Collecting Agency Fees from Day-to-Day Substitutes  
Page 2

- e. Those individuals not signing the form will be denied the right to work once they are eligible for association membership.
6. If any substitute is added to the District substitute list after the substitute orientation, the substitute shall be given an Association-provided "Hudson" packet by either an Association representative or a designated district employee. In the event an HEA representative is not available, the completed forms will be collected and forwarded to HEA within two (2) days. All other conditions of number "5" above shall apply.
7. No agency fee deduction shall be made for any substitute added to the substitute list after November 30 until the following year.

Attachment A

Highline School District

Substitute Certificated Employees

My signature below constitutes acknowledgment of receipt of the "Packet" explaining substitute's rights associated with Agency Fee only, not an election to become a member of the Association.

Employee Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
(please print)

Home Address \_\_\_\_\_ Home Telephone \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Employee Signature \_\_\_\_\_

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

# *APPENDIX M*

## **APPENDIX M**

### **Letter of Agreement**

Between the Highline Education Association and the Highline School District

Regarding

#### **The Continuation of the Joint HEA-HSD Special Education Research and Review Committee**

A special education research and review committee will be established to make recommendations to our bargaining teams for the creation, piloting and adoption of a Highline special education staffing model; and to provide for ongoing dialogue between staff and the Special Education Department about staffing.

The committee will consist of at least six HEA appointed representatives, e.g. self-contained, resource room, specialist; elementary and secondary; general education; the director of special education, and other building and ERAC administrators. The committee will invite HASSP representative(s) and other interested and affected parties to participate. The committee will select co-chairs.

#### **Research Process**

As part of its research duties, the committee will:

- a) identify districts with which to compare staffing models;
- b) consider budget parameters;
- c) visit and/or interview representatives from Highline schools and other districts to learn about the staffing models;
- d) communicate with and invite feedback regularly from Highline general and special education staff;
- e) explore management and financial strategies for handling unexpected developments during budget periods (for example, creating a reserve fund or balancing staff at mid-year);
- f) carry out other tasks the committee deems appropriate.

#### **Research Timelines**

The goal of this process is to pilot/implement a staff allocation model for special education in the 2002-2003 year. The committee will recommend to the bargaining teams:

- 1) By January 1 - options for the total number of special education staff based on research of peer districts.
- 2) By January 1 - a staffing model for meeting special education student needs.

Appendix M  
Special Education Research and Review Committee

In order to pilot/implement a staff allocation model for 2002-03, staffing will need to begin in April, 2002.

**Review Process**

All staff is encouraged to contact the Special Education Department for review of their staffing levels as need arises. Although there is less flexibility to shift staff or add new staff after October, efforts will be made to meet needs within budget constraints.

To fulfill its review functions, the Research and Review committee will strive for open communication and participation. The committee will listen to and involve staff by:

1. Reporting on staffing allocation, problem solving efforts and other departmental updates;
2. Providing an opportunity for staff and committee members to discuss any ongoing and unresolved staffing questions;
3. Collecting information to inform the research process;
4. Making recommendations for further action to the department or staff;
5. Discussing ideas applicable to staffing models under consideration, e.g., needs-based.

The committee may hold meetings, such as building, service area or all staff meetings, or survey members, to carry out the above functions. Staff is encouraged to contact the committee with suggestions or requests for meetings.

*APPENDIX N*

## APPENDIX N

### LETTER OF AGREEMENT Between The Highline Education Association And The Highline School District

#### Regarding The Continuation of the RESEARCH COMMITTEE FOR 2001-02

In order to thoroughly research and study fundamental issues affecting the Collective Bargaining Agreement, the District and the Association agree to create the research committees described below. These committees will conduct research according to their charge and make recommendations to the joint bargaining teams by the dates indicated.

#### Composition of Committees

Each committee will consist of at least six members, three appointed by the district and three by the association. If the committee or the parties determine that a larger committee is needed, the additional members shall be appointed in equal numbers by the District and the Association. Each committee will be co-chaired by a District and an Association representative selected by the committee members.

#### Charge to the Committees

##### 1. Appendix D: Additional Pay for Additional Time/Responsibilities

The joint Association/District Appendix D committee finished their report to the district and association in June, 2001. The committee recommended three options: a) "moderate" increase; b) "large" increase and c) a "neutral" option. The neutral option included increases and decreases. For 2002-03 an amount equal to the state cost of living for Appendix D will be used to create a "restructuring fund." This fund will be used to address all three reports (neutral, moderate, large) done by the Appendix D Committee. Changes will be addressed both in Bargaining and with our constituencies during the 2001-02 school year. Changes are to be implemented for the 2002-03 school year.

##### 2. Compensation

Charge: Conduct research and make recommendations to facilitate the bargaining process for 2002-03 as it pertains to the compensation package.

Description: The District and the Association are in agreement about moving the compensation package toward a higher level in relation to peer school districts. A more

Appendix N  
Letter of Agreement (Committees)

competitive compensation package meets the interests of both parties. There are many ways to improve the compensation package—it would be the job of this committee to conduct research and make recommendations about:

- Closing the salary schedule gaps that currently exist when compared to peer districts;
- Moving toward the median of peer districts with regard to supplemental pay, e.g. optional days, instructional materials allowance, health care premiums, and extra duty pay;
- Using supplemental days.

Recommendation  
submitted by:

May 1, 2002 for 2002-03 and by  
May 1, 2003 for 2003-04

# *APPENDIX O*

## APPENDIX O

### Letter of Agreement

#### Evaluation Procedures

For the duration of this contract, the parties agree to the following:

- 1) Evaluation Committee - A joint evaluation committee to make recommendations to the bargaining teams regarding:
  - a) updating the evaluation language to include more opportunity for professional development;
  - b) developing rubrics for the evaluative criteria; and
  - c) addressing how best to assist provisional teachers in difficulty.
- 2) Provisional Plan of Assistance - Substituting the following "Plan of Assistance" steps for the contractual language regarding probation (Article XXI, Section J) for provisional employees.
- 3) Duration - If for any reason the parties are unable to agree to updated evaluation language (as a result of the evaluation committee above) in a successor agreement, this letter of agreement will expire and have no force.

#### Plan of Assistance - Provisional Employees

Provisional employees (RCW 28A.405.220) shall not be subject to non-renewal (except for non-confirming or reduction in force) unless the following procedures have been followed:

- a. Notice of unsatisfactory performance is documented by the primary evaluator through the observation and evaluation process prior to January 15.
- b. The superintendent (or designee) provides a copy of the plan of assistance to the employee and the association on or before February 1.
- c. The plan of assistance is reviewed with the association and the teacher by February 15.
- d. A peer mentor has been assigned to provide coaching, support and assistance.
- e. Monetary support (up to a maximum of \$1,000) is made available to the teacher for workshops, classroom visitations or other assistance.
- f. Monthly observations (totaling at least 45 minutes) have been completed by the primary evaluator during the months of February, March and April.
- g. Either the primary evaluator or the teacher can request additional observation(s) by a third party from outside the building.
- h. A final recommendation and evaluation has been completed and shared with the teacher prior to May 1.
- i. If an employee is notified by the superintendent that they are to be non-renewed, the employee has ten (10) days in which to begin the appeals process as stated in RCW 28A.405.220.

## APPENDIX P

### Domestic Partner Coverage

Details are outlined below along with common questions and answers.

- 1) "Domestic Partners" must qualify according to the definitions commonly accepted by the insurance carriers. Insurance carriers have addressed this issue in other districts. They all require domestic partners to verify that the relationship meets the conditions that define a long-term commitment of a partnership nature. Domestic partners are defined as:
  - a) Sharing the same regular and permanent residence,
  - b) Having a close personal relationship, and
  - c) Being jointly responsible for "basic living expenses," and
  - d) Not being married to anyone, and
  - e) Being eighteen (18) years of age or older, and
  - f) Not related by blood closer than would bar marriage in the State of Washington, and
  - g) Being mentally competent to consent to contract when the domestic partnership began,, and
  - h) Being each other's sole domestic partner and responsible for each other's common welfare.Parents, children and other relatives do not qualify as partners.
- 2) Employees must be eligible for the district's insurance plan(s). Employees not covered by a district medical insurance plan and/or part-time employees who do not qualify for medical coverage are also not able to elect coverage for a domestic partner.
- 3) Employees may sign up their domestic partners for dental and vision coverage at no premium cost to the employee. Dental and vision coverage are quoted as a 'composite' rate.
- 4) The dental and vision coverage will be a taxable benefit (unless the employee qualifies for and completes the IRS tax status exemption declaration). Generally the IRS does not recognize domestic partners as tax free 'dependents.' Therefore the district will report, as added income, the value of the domestic partner benefit. Our insurance carrier has said that the value of the benefit would be 45% of the monthly premium for a partner. This would be shown as added income on the employee's year-end W-2.
- 5) Insurance rates for partners (and partner's dependents) are set by the various carriers. Most insurers have quoted partner and dependent rates at the same level as for spouse and dependents. Since the employee pays the full cost of the premium, there is no cost to the pool or to other employees. For specific rates, contact the Benefits Coordinator in Human Resources at 2281.
- 6) Employees may sign up their domestic partners for medical benefits provided the employee pays any added cost over and above the employee's and/or their dependents' own coverage.

Appendix P  
Domestic Partner Coverage

For example, if an employee has \$50.00 left in their monthly benefit allotment, the employee may not use any of that money to cover a domestic partner. If the cost of adding medical coverage for his/her domestic partner is \$300, the employee will need to pay \$300 through payroll deduction.

- 7) Employees may not currently use their state allocated dollars, pooled dollars, or Section 125 Flexible Benefits Account for domestic partner coverage. The state-funded benefit amount cannot be used to pay for the domestic partner's premium. This would be considered a 'gift of public funds' and is prohibited by the State Constitution. Pooling cannot be used to pay the domestic partner's premium for the same reason. The Internal Revenue Service does not allow domestic partners to be covered in the district's Flexible Benefit Plan. Any expense for medical premiums must be taken out of the employee's net pay.
- 8) The district will extend domestic partner benefits consistent with changing legal requirements. If legal requirement changes broaden benefits for domestic partners, the benefit committee will meet to determine how best to implement that coverage. All of the district insurance coverages are rated for the entire district rather than individual bargaining groups. Therefore, benefit changes apply to all employee groups. Obtaining separate ratings for each unit would likely increase the cost of coverage for each unit because the carrier would be taking on a larger risk relative to the size of the group.
- 9) Employees may sign up their domestic partner/dependents during the open enrollment period. If you meet the requirements, complete the following affidavit form and the appropriate medical enrollment forms. For questions contact the Benefits Coordinator in Human Resources at 2281.

For further information or clarification, call our district's insurance broker, William Meacham Insurance at 800-822-0822 or 425-822-1818.

**HIGHLINE SCHOOL DISTRICT  
Declaration of Domestic Partnership**

I, \_\_\_\_\_, declare that  
Employee's name (Please print)

\_\_\_\_\_ and I are domestic partners.  
Domestic Partner's Name (Please print)

I request that my domestic partner be enrolled in:

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> Blue Cross   | <input type="checkbox"/> Regence          |
| <input type="checkbox"/> Group Health | <input type="checkbox"/> Mutual of Omaha. |

effective \_\_\_\_\_  
Date (MM/DD/YYYY)

We:

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

"Basic living expenses" means the cost of food, shelter and other common household expenses. Partners do not need to pay for these expenses equally or jointly, but they must agree they are both responsible for them.

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

We understand that:

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

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

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

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth (MM/DD/YYYY)

\_\_\_\_\_  
Date of Birth (MM/DD/YYYY)

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Date (MM/DD/YYYY)

**Make copies for: Employee, File, Insurer**

# *APPENDIX Q*

## APPENDIX Q

### LETTER OF AGREEMENT Between The Highline Education Association And The Highline School District

#### Compensation for CATCH 21 Program Advisors

Whereas, Tyee High School and Chinook Middle School have been awarded a three year, Department of Education funded, grant for an after-school and summer school program called CATCH 21; and

Whereas, the current HEA contract does not seem to include any pay category that fully fits the provisions of this grant; and

Whereas, Tyee and Chinook wish to compensate program advisors consistently with other existing club and intramural advisors with similar responsibilities, and

Whereas, Tyee and Chinook wish to create a sustainable program that can continue after the grant funding ends.

Therefore, the parties have agreed to the following clarification of the Intramural Supervisor and Elementary School Chorus Advisor language found in Appendix D of the Collective Bargaining Agreement.

**Present Language:** "Intramural funds will be expended as determined by the building principal. Staff members who accept assignments from the building principal to supervise intramural activities shall be compensated at the rate of \$13.78 per hour. Each supervisor will be paid up to a maximum of 28 hours per activity. The total amount expended for all intramural activities for a building shall not exceed the building's intramural allocation."

It is agreed that, for the duration of this contract, the upper limits of the Supervisor and Elementary School Chorus Advisor Language will be set aside expressly for the 21<sup>st</sup> Century Community Learning Centers grant program operating at Tyee and Chinook. Specifically the upper limit with regard to hours (28) and budget (building intramural allocation) will be set aside. Those participating in the 21<sup>st</sup> Century program will be compensated at \$13.78 per hour.

## **AFTERWORD**

### **Interest Based Problem Solving**

Although this section is not a part of the collective bargaining agreement, this material is referred to frequently and is included here for ready reference.

HEA and HSD have worked together since 1998 to develop our skills in interest based problem solving. We are still learning how and when to use the interest based approach.

Attached to this section is an excerpt written by the consultants who have helped us in this process, John and Carol Glaser (used by permission).

HEA and HSD leadership refer frequently to this material in our working through negotiations and in resolving other issues. We recommend and encourage the use of these materials at the building and classroom levels as well.

# Negotiations And Problem Solving

## KEY ELEMENTS OF EFFECTIVE NEGOTIATIONS AND PROBLEM SOLVING

An inquiry approach to problem solving and negotiations is designed to bring problem solvers on both sides of an issue together in a relationship that encourages cooperation instead of competition. Rather than imposing positions, or favorite solutions on one another, the parties work together to find the best possible solution. This active process involves a thorough understanding of each other's motivations, and then a creative and purposeful search for "what ought to be."

These strategies, popularized in *Getting To Yes* by Roger Fisher and William Ury, are useful, even in the hands of a single practitioner who can use them to work with the most adversarial individuals to achieve mutually acceptable outcomes. When they are adopted broadly within the culture of an organization, they become an extremely powerful set of tools for achieving broad-based change and producing highly satisfactory results on some of the thorniest problems. This is a process intended to be used flexibly and intuitively, to facilitate the search for joint solutions, either on an organizational or a personal level. The key elements can be summarized as follows:

*Understanding the Problem - Tell the story, understand the interests, define the question/issues that need to be resolved, know your alternatives (what will happen if you can't reach an agreement).*

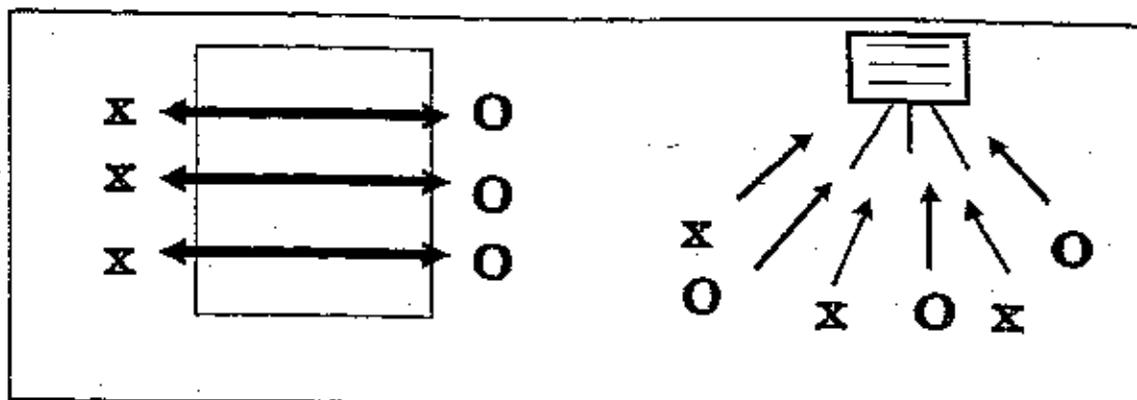
*Searching For Solutions - Work as one team while generating options to address the question and meet the identified interests.*

*Reaching Agreements - Work together to a consensus solution. Plan and implement the agreement.*

*Reflection - Monitor the solution to evaluate its effectiveness and to ensure continued alignment with the circumstances, including the organizational vision. Make changes as needed.*

## UNDERSTANDING THE PROBLEM

1. Stay on the same team and focus on common goals. The configuration of the room helps problem solvers to work as a team to focus on the problem, rather than as separate teams focusing on each other.



2. Tell the story and clarify the data. Put problems before answers. (*What's going on?*)
3. Identify the underlying interests (*the underlying motivations for what each party wants from the negotiations*) by probing the positions of all parties. (*Ask why*)
  - Look for the separate and common interests for all stakeholders. Discover your interests as well as theirs.
  - It's easier to reconcile interests than positions.
  - Focus on interests, not positions. (There is more than one way to satisfy interests.)
  - There are often multiple interests.
  - "Seek first to understand."
4. Sift the data and define the problem(s) which should be resolved together. (*What needs to be addressed?*)
  - Is it well defined?
  - Does it reflect the circumstances?
  - Is it solvable?
  - Is it objectively stated so all parties can agree on what needs to be resolved?
5. Know your alternatives (*What will happen if no agreement is reached*)
  - Think of these as "unilateral options" which become a baseline measure of success for any potential solution.
  - Protects against accepting a bad agreement, or rejecting a good agreement.

- Select your BATNA (Best Alternative to a Negotiated Agreement).

## SEARCHING FOR SOLUTIONS

1. Generate options (*Possibilities the parties can implement together to address the problem and the interests*).
  - Generate an ample number and variety based on the interests.
  - Look for the "other" right answer by checking assumptions.
  - Separate inventing from judging; no evaluation, commitment, or ownership.
  - Look for mutual gain, trying to satisfy the interests of each, at least acceptably, and "dovetailing" interests, when possible.
  - Work as one team and stay on the same page.
2. A search for options should include a search for mutually acceptable, objective standards (independent of the will of the parties) based upon measurability, legitimacy, and impartiality.

## REACHING AGREEMENTS

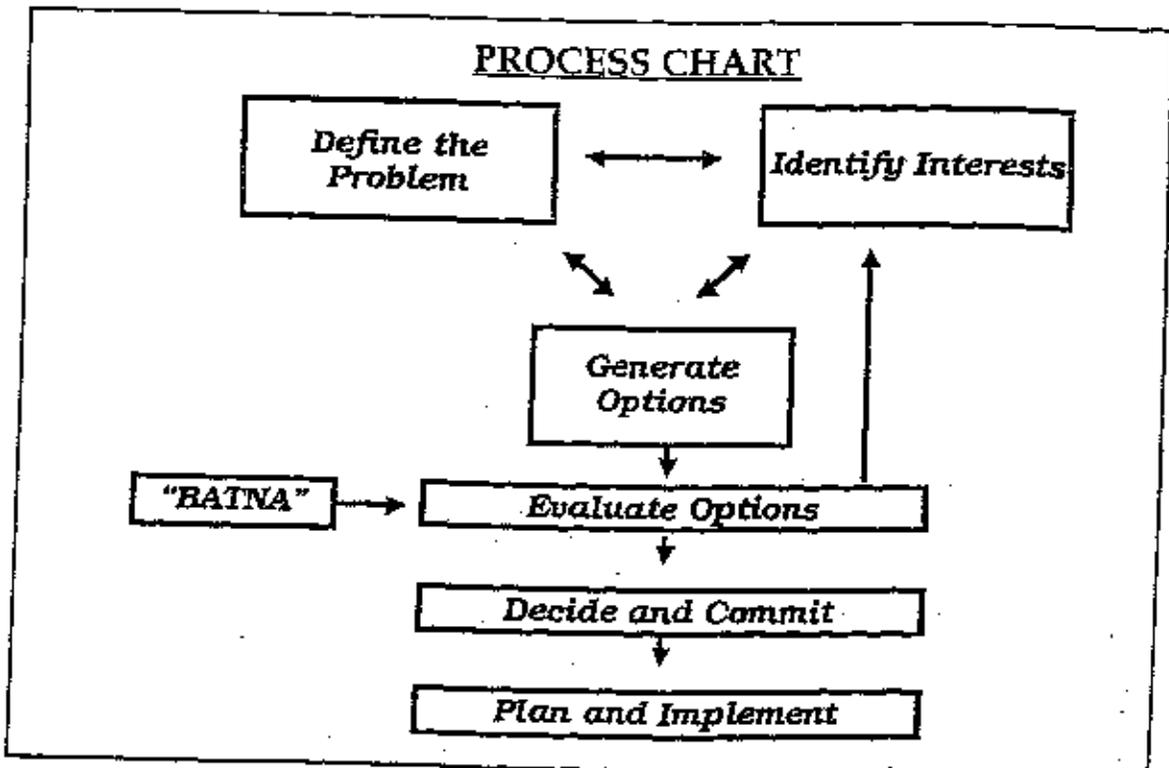
1. Evaluate options
  - Reduce and clarify the identified options, eliminating duplication and those lacking substantial support.
  - Select from the remaining options by determining which best meet the identified and prioritized interests.
  - "Experiment" together with the most promising combinations of options
  - Any solution should be better than either party's perceived BATNA.
2. Decide and commit
  - Identify the potential for agreement and develop a "straw design."
  - Check for "yesability," amending the design as needed to better meet the interests, and propose closure when "criticism" has been resolved.
  - Make commitments (to a solution) that are: realistic, credible, thorough, specific, and compliance-prone.
  - Develop a plan that cultivates constituency ownership.
  - Implement the solution and monitor commitments.

## REFLECTION

1. Evaluate the effectiveness of the solution.
2. Make any changes necessary to align the implemented solution with the organizational vision.
3. Revisit the assumptions, values, beliefs and interests.
4. Focus on learning. (*What can be done in the future rather than who can be blamed for failures in the past?*)

The process chart below, represents a set of tools which can be used by participants to move deliberately and rationally through the problem-solving process. Individuals and groups preparing to negotiate will define the problem, consider the interests of all stakeholders, generate some possible options (carefully avoiding selecting a favorite) and select a "BATNA" from the alternatives.

Actual work among all the stakeholders will revisit the problem and interests, and a more extensive search for solutions. As BATNA's are often perceived to be coercive, they are usually only discussed if they are needed to help the parties understand the consequences if agreement can't be reached. Once an acceptable solution has been found, the parties move toward commitment and implementation.



## **CRITERIA FOR DEFINING THE KEY TERMS**

### **Defining the Problem (What?)**

1. Expressed as an open-ended question(s).
2. It is neutrally stated without bias, defensiveness, or blame.
3. It sets the direction of the inquiry.
4. Unifies the diverse parties to focus on common goals.

### **Identifying the Interests (Why?)**

1. These can be satisfied in many different ways.
2. They will often reflect values.
3. If it sounds like a specific solution, it is not an interest.
  4. Beware of positions (favorite solutions) disguised as interests. (i.e. "I need ....")

### **Generating Options (How?)**

1. Possible solutions or parts of solutions.
2. It requires agreement by both sides if implemented.
3. Objective criteria (possibilities outside the will of either party) can be included here.

### **Identifying Alternatives (What will happen if there is no agreement?)**

1. These would be implemented unilaterally (by one side or the other, not together.)
2. These can sometimes feel coercive.

## Interest Based Problem Solving Worksheet

**Topic**

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**Interests:** Basic needs; intangible; rarely negotiable

NEA	HSD
• 1	• 1
• 2	• 2
• 3	• 3
• 4	• 4
• 5	• 5
• 6	• 6

**Issues / Problem Statements:** tangible, negotiable items needed to satisfy interests; problems or issues that need to be resolved

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**Options:** Possible solutions ... to be tested against the interests above.

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