

# Collective Bargaining Agreement

between

Hood Canal School District #404  
and  
Hood Canal Education Association

September 1, 2020 – August 31, 2022

**ARTICLE I – The AGREEMENT****Section 1**  
**Preamble**

This Agreement is entered into by and between the Hood Canal School District, acting through its Board of Directors, and the Hood Canal Education Association. Hereinafter, the Hood Canal School District shall be referred to as “the District.” The Board of Directors shall be referred to as “the Board,” and the Hood Canal Education Association as “the Association.” The District, Board and Association shall collectively be referred to as “the Parties.”

**Section 2**  
**Recognition**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel under contract, or on leave, or on an hourly basis. Such representation will cover all personnel assigned to newly created professional certificated positions unless the parties agree that such positions are supervisory as defined in RCW 41.59.020(4)(d).

Substitute certificated employees employed by the District for more than 30 days of work during any 12 calendar month period ending in the current or immediately preceding school year and who continue to be available for employment as substitute teachers are included in the bargaining unit. Such represented substitutes shall remain within the bargaining unit until a 12 calendar month period passes in which the employee has not been employed for at least 30 cumulative days. The District will annually review the rate of pay for substitutes.

Substitute certificated employees employed by the District for more than 20 days of continuous service during the current school year, in the same assignment, are included in the bargaining unit and will be placed on the salary schedule on the 21<sup>st</sup> consecutive day of continuous service. Such employees must furnish the District with official college transcripts and verification of experience in order to be placed on the salary schedule.

A substitute certificated employee employed by the District will be notified that once representation criteria are met, the substitute may join the Association and authorize that dues be deducted from their paycheck in accordance with this Agreement. No substitute certificated employee employed by the District shall be required to become a member of the Association as a condition of employment. Each substitute shall have the right to join, not join, maintain, or drop association membership.

Substitute certificated employees employed by the District are exempt from the following Articles:

Article III – Leaves; Article IV – Employee Evaluation Procedures; Article V – Reduction in Force; Article VI – Assignment, Vacancies, and Transfer; Article VII – Teacher Work Day; Article VIII – Grievance Procedure; Article IX – Release from Contract; Article X – General Provisions; Article 11 – Benefits and Salary Schedule; Article XII – Finality of Agreement; Article XIV – Ratification; Salaries, Insurance, Extra-Curricular; Benefits; and Reimbursement for Approved Professional Development.

**Section 3**  
**Status of the Agreement**

This Agreement shall become effective when ratified by the Association, followed by the Board and executed by authorized representatives. The Agreement shall be amended only with mutual consent of the Parties, subject to the terms of this Agreement.

The administration of this Agreement may be discussed on a monthly basis with the superintendent or his/her designee. Prior notification shall be given the appropriate designee in order that a mutual time may be arranged between the administration and the Association.

**Section 4**  
**Conformity Law**

If any provision of this Agreement shall be found contrary to law, such provision shall have effect to the extent permitted by law, but the remainder of the Agreement shall continue in effect for the duration of this Agreement.

**Section 5**  
**Contract Compliance**

All individual teacher contracts shall be subject to, and consistent with, Washington State law and the terms and conditions of this contract. No individual teacher contracts shall be issued without a rider until the terms of the contract have been ratified by the Parties.

**Section 6** Within thirty (30) working days following the ratification of the Agreement by both Parties the  
**Distribution** District shall provide the Association a copy of the Agreement in Microsoft Word and post a copy  
**of Agreement** of the Agreement on its website.

## **ARTICLE II – RIGHTS**

**Section 1**  
**Association**  
**Rights**

- A. The Association has the right and the responsibility to represent the interests of all employees in the unit, to present its views to the District on matters of concern, either orally or in writing.
- B. The Association may use school building facilities for meetings outside of school hours when such facilities are not in use. In all cases, the Association shall request permission from the Superintendent or designee.
- C. The Association may post bulletins and Association information on the bulletin board in the faculty lounge.
- D. The Association may use the District's technology when otherwise not in use, provided that the Association shall reimburse the District for costs incurred. The Association shall provide its own paper and other materials necessary for photocopying. The Association acknowledges that emails sent through the District email system may be subject to disclosure through a request for public records.
- E. The District shall make available to the Association the names of all new employees within ten (10) working days from the date on which the employee was hired.
- F. The Association shall have access to annual financial reports, audits, budget documents, agendas and minutes of all Board meetings, and student enrollment data, provided however, the Association requests such information.
- G. The District will allow the Association a minimum of thirty (30) minutes, while the new employee is on paid time, to meet with employees who are new to the District during new employee orientation. If there is no new employee orientation by the District, the Association will be allowed this time within the first week of the school year or within the first week of the new employee's hire date. An extension may be mutually agreed to by the parties involved.

**Section 2**  
**Dues**  
**Deductions**

All employees may select to become members of the Association. On or before September 5 of the school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association for the coming school year. Authorized payroll deductions by the employee shall be made in twelve (12) equal installments from each paycheck beginning with the pay period in September through the pay period in August of each year. Employees who commence authorized dues deduction after September or terminate authorized dues deduction before June shall have their deductions prorated at the total annual amount for each month the teacher is employed. In any event, such dues deductions shall continue until the employee(s) request in writing the discontinuation of dues deductions.

The District agrees to promptly remit to the Washington Education Association (WEA) all monies so deducted, accompanied by a list of employees from whom the deductions have been made.

**Section 3**  
**Teacher**  
**Rights**

The provisions of this Agreement shall be applied without regard to sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal, and without regard to an individual's membership status in the Association.

Every teacher shall have the right to freely join, organize, and support the Association and engage in collective bargaining and negotiations.

**Section 4**  
**Academic**  
**Freedom**

- A. As a vital component of academic freedom, teachers shall be accountable and responsible for decisions regarding the methods of instruction and the use of materials for instruction of the students, subject to Board policy.

- B. Employees subject to this Agreement shall be free to think and express ideas. Such freedom shall be unrestricted except as it deviates from the responsibility to utilize District courses of study and/or Board policy.
- C. Academic freedom may be defined as the right of a qualified scholar to pursue the search for truth in its many forms. It is the right of a qualified employee to encourage freedom of discussion of controversial questions in the classroom and to develop in students a love of knowledge and a desire to search for the truth.

**Section 5**  
**Personnel**  
**Files**

- A. One (1) personnel file shall be maintained in the District for each employee. Contents of the file may include, but not be limited to, evaluation reports, copies of annual contracts, copies of teaching certificates and transcripts. No secret file shall be kept by the District.
- B. Material placed in the employee's permanent personnel file shall be available for review, provided that the employee shall arrange for an appointment with the superintendent or designee. Such review may be conducted in the presence of a District administrator. The employee may choose to have a witness during inspection of personnel files.
- C. Materials derogatory to an employee's conduct, service, character or personality will not be placed in the file without the knowledge of the employee. When the District becomes aware of any information that could lead to materials derogatory in nature, they will notify the employee of the information within 5 business days or the information cannot be used against them for disciplinary purposes or evaluation. The employee shall have the right to rebut any such information in writing with such a rebuttal to be attached to the document to which it is addressed. Any such rebuttal shall become a part of the employee's personnel file.

If the employee finds such material in his/her personnel file that was placed there without the opportunity for response, that materials will be removed upon request of that employee. If an employee believes that material should be removed from the personnel file, such a request must be made, in writing, to the superintendent. The request must include a statement by the employee as to why the material in question is no longer appropriate for inclusion in the file. The superintendent shall respond in writing to the employee's request and state his/her rationale for approving or denying the employee's request.

**Section 6**  
**Due Process**

- A. No employee shall be disciplined without just and sufficient cause. Such discipline shall be in private. Just and sufficient cause shall mean the commonly accepted seven (7) step test, except in cases of gross anti-social conduct. In addition, the District agrees to follow a policy of progressive discipline that shall normally include a written reprimand, suspension without pay, and discharge. Non-disciplinary verbal warnings and Letters of Direction may come prior to disciplinary action. This standard will be utilized unless the severity of the employee's offense requires deviation from these steps.
- B. When an employee is formally questioned by a supervisor for the purpose of seeking information which may be used as the basis for a written reprimand, suspension, discharge or non-renewal, the employee shall be advised that he/she is entitled to request and to have a representative of the Association present at any meeting relating to such discipline.

**Section 7**  
**Hold Harmless**

- Liability insurance coverage for employees shall be provided to the extent required by law.

**ARTICLE III – LEAVES**

**Section 1**

- A. Employees shall have twelve (12) days leave of absence for personal illness, injury, or emergency. This leave may also be used to care for a child of the employee with a health condition that requires treatment or supervision, or for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition.

In addition to the above, employees shall have two (2) additional days of emergency leave annually. The additional emergency leave is non-accumulative. Emergencies include the illness or death of a relative of the employee not covered in Article III § 4 or someone with

whom the employee has a close personal relationship and problems requiring an employee's personal attention for which preplanning is not possible. Employees are expected to notify their supervisor either prior to or as shortly after beginning emergency leave as possible, including providing the cause of the emergency. Employees also need to record their emergency leave in Skyward.

Employees who have depleted their sick leave will be required to use any available personal leave before taking leave without pay. Leave without pay must be approved by the employee's supervisor, and when possible the request must be made in advance. Employees with unapproved leave without pay, may be subject to investigation and may be subject to disciplinary action.

- B. For each day's absence due to the aforementioned disabilities, a deduction of one (1) day shall be made from the individual's accumulated sick leave.
- C. When an employee must be absent due to illness, injury or childbirth, the employee shall notify the immediate supervisor as soon as possible. In any event, such notification shall be given to the appropriate supervisor at least one (1) hour prior to the commencement of the teacher's workday. Failure of the employee to render proper notification may, at the discretion of the superintendent, result in a pay deduction for the cost of a substitute.
- D. The District reserves the right to request a physician's certificate as proof of disability for any absence of more than five (5) consecutive days.
- E. Prior to the end of the school year, the District shall provide each employee with an accounting of their accumulated sick leave.
- F. Upon return to employment with the District after an approved leave of absence, the employee shall be credited with the balance of unused sick leave accumulated at time of leave.
- G. An employee who is unable to perform District responsibilities due to extended personal illness or other disability may request temporary disability leave with pay to the extent of accumulated sick leave days. Provided, further, that exhaustion of sick leave may result in the granting of temporary disability without pay.
- H. When an employee takes leave as a result of a workplace injury, the District shall be notified as soon as possible. Copies of any claims for employment compensation under worker's compensation or industrial accident plans shall be made to the District.

If an employee receives worker's compensation for the injury, the employee shall choose one of the following three options, to the extent the employee has accrued sick leave:

- Sick leave balancing: the employee shall receive pro-rated sick leave from the employee's accrued sick leave to bring the combination of worker's compensation benefits and leave equal to the employee's regular salary.
- Full sick leave and benefits: the employee shall receive worker's compensation benefits and full sick leave from the employee's sick leave balance while the employee is unable to work.
- No sick leave: the employee shall receive worker's compensation benefits only.

A full written report of any disabling workplace accidents or injuries to any employee shall be given to the District within ten (10) calendar days of the injury by the injured employee or his/her doctor.

I. Leave Sharing

The Hood Canal School District will consider requests for "Sick Leave Sharing" on a case-by-case basis using the following guidelines which will be administered in accordance with chapter 392-136A WAC.

Bargaining unit members who have accumulated more than twenty-two (22) sick leave days may request a transfer of a specified amount of sick leave to another staff member authorized to receive such leave. In no event may such an employee request a transfer that would result

in his or her sick leave balance going below twenty-two (22) days.

The person receiving the donated days may be required in some circumstances to have exhausted all accumulated leave before using the donated days and must qualify for leave under Chapter 392-136A WAC.

No employee shall receive more than one hundred eighty (180) days of donated leave annually or a total of five hundred twenty-two days (522) during the employee's employment, however, in extraordinary circumstances, the District may authorize the receipt of leave in excess of the five hundred twenty-two (522) days.

In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rata, within thirty (30) days after the recipient's use of accumulated leave ceases.

Contribution of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.

**Section 2**  
**Childbirth**

- A. Twelve (12) additional leave days maternity, paternity or adoption leave shall be granted to each employee per each childbirth or adoption.
- B. After the exhaustion of sick leave, the District shall allow leaves of absence without pay for purposes of maternity for such time certified by the employee's physician during which the employee is unable to perform the duties of her position.
- C. Employees returning from such leave to full-time employment shall have all previously accrued benefits reinstated at the time of return. Employees shall have the option of maintaining the District medical insurance coverage at the employee's expense, as permitted by the School Employees Benefits Board, if District coverage has lapsed.
- D. A request for childbirth leave shall be made at least thirty (30) calendar days prior to the expected birth. The request shall specify:
  - 1. The anticipated date of birth.
  - 2. Date leave is to commence and end.
  - 3. Number of sick leave days to be applied to childbirth leave.
- E. The leave shall begin at a time agreed upon by the employee and her licensed health care provider. At the time leave is requested, the duration of the leave shall be established, subject to modification for unforeseen circumstances that must be verified in writing by the employee's licensed health care provider.
- F. Employees on leave shall be entitled to return to the same or a comparable position held prior to the commencement of leave.
- G. Employees who are in the process of adopting/have adopted a child, may use five (5) days of sick leave for legal, travel, or child car purposes.

**Section 3**  
**Professional Leave**

The District shall make available no fewer than one (1) day per year for each employee to attend an away-from-school in-service or observation opportunity of his/her choice. The District shall pay for substitute costs and such leave shall be non-accumulative. Additional professional leave days may be granted at the discretion of District administration.

**Section 4**  
**Bereavement Leave**

Employees shall be entitled to five (5) non-accumulative days, with pay, per occurrence for the death of a relative. For the purposes of this agreement, a relative shall be defined as a spouse, child, fetus, grandchildren, parent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparents, and others approved by the superintendent. Leave without pay may be taken for the death of a close friend.

**Section 5**  
**Judicial Leave**

In the event an employee is summoned to serve as a juror or appear as a witness in court, except as a witness adverse to the District, or is named as a co-defendant with the District, such employee shall receive his/her per diem pay for each day of required presence in court.

**Section 6**  
**Other**  
**Leaves**

All other leaves shall be considered on an individual basis and shall be uncompensated. All requests for leave shall be submitted through the immediate supervisor to the superintendent. Final approval shall be by the Board of Directors. In any event, the granting of, or disapproval of, leaves shall not be considered as precedent setting nor subject to the grievance procedure of this Agreement.

**Section 7**  
**Sabbatical**  
**Leave**

Sabbatical leave, at the sole discretion of the District, may be granted to an employee subject to the following provisions:

1. The employee must be credited with seven (7) or more years of continuous teaching service in the District and her/his certification must meet the current requirements of the State Board of Education.
2. Written request for sabbatical leave must be given to the Superintendent on or before March 1 of the school year preceding the leave.
3. Sabbatical leave will be granted to no more than one (1) teacher in the District every four (4) years.
4. Such requests will be reviewed by the District to determine the value of such leave to the District. The decision of the District is final.
5. Sabbatical leave will be granted for no more than one (1) year.
6. While on sabbatical leave, an employee must be enrolled as a full-time student in an accredited college or university approved by the District. The employee must successfully complete a minimum of thirteen (13) credits for each of three (3) quarters or a minimum of thirteen (13) credits for each of two semesters.
7. An employee on sabbatical leave will receive one-half (1/2) of the contract salary she/he would have received if she/he had remained on active duty, paid in twelve (12) equal monthly installments.
8. An employee who accepts a sabbatical leave must immediately return to a position in the District and remain for at least five (5) years or repay to the District the total salary plus all benefits (including but not limited to health, and other insurance's, employer's contribution to social security and retirement) paid to or on behalf of the employee while on leave.
9. An employee on sabbatical leave shall advance on the salary schedule just as if actually teaching in the District and shall also retain all leave accumulated prior to the sabbatical. However, no leave of any kind shall be granted nor accumulated during the sabbatical leave.
10. If an employee should die while on sabbatical leave, the estate of that person will not be held liable for any salary or benefits paid while on leave. If an employee should become permanently and totally disabled while on sabbatical leave, no repayment of salary or benefits paid while on leave will be required.
11. After receiving a sabbatical leave, an employee must have been employed in the District a minimum of an additional ten (10) years to be eligible to apply for another sabbatical leave.

**Section 8**  
**Personal**  
**Leave**

The District shall grant three (3) days personal leave per year, paid by the District, which may be used for personal business at the employee's discretion with the following restrictions:

1. Personal leave shall be non-accumulative
2. Must be approved by the employee's immediate supervisor
3. Must be requested at least twenty-four (24) hours in advance
4. No more than (1) employee may be granted personal leave on any one day

It is agreed that unused days of personal leave will be cashed out every year, payable by July 31<sup>st</sup>. Each hour cashed out will be paid at the employee's hourly rate.

**Section 9**  
**Sick Leave**  
**Cash Out**

The District will pay sick leave cash out as authorized by federal and state law. The District shall notify employees of the VEBA plan provisions and administer the program. Should the state rescind sick leave cash out, this provision will become immediately null and void.

**Section 10**  
**Association**  
**Leave**

The District shall grant up to six (6) days Association leave per year. Such leave shall be non-accumulative. No more than two (2) members of the Association can take such leave on any given day. The Association President or designee shall notify the District of use of Association leave and pay the costs of the substitute or class coverage, if needed, for Association leave.

**Section 11**  
**Long-term**  
**Leave**

A leave of one (1) year without pay may be granted upon application to the Board by a teacher on the following basis:

1. Employees must have been employed by the District for four (4) consecutive years prior to the year in which the leave is requested.
2. Employees on this leave shall spend time in an accredited college program, or in travel, education or travel programs may contain a work experience component, or for providing child care, or reasons of health, or any other reason the District deems acceptable.
3. Employees requesting a long-term leave shall apply by March 1 through administrative channels to the superintendent unless the issue prompting the leave request is an unforeseen health or family matter. The superintendent shall make a recommendation to the Board. The Board shall make the final determination by May 15.
4. An employee on a long-term leave may return to the Hood Canal School District to a comparable position for which he/she is qualified, provided notice of intent to return has been received by the Board. Such notice must be received by March 1 of the school year prior to his/her intended return.
5. Employees on long-term leave shall retain all accumulated leave. A leave of one (1) year shall be granted a teacher, providing a satisfactory replacement is available for the time period specified. Only two (2) long-term leaves per year may be granted to employees covered by this agreement. The Board may extend the leave for an additional year if requested by the employee.

**Section 12**  
**Misuse of**  
**Leave**

Falsification of leave request or failing to provide notice or obtain authorization for leave without pay shall constitute misuse of leave. Such misuse shall be subject to:

First offense – oral reprimand; second offense – written reprimand. Additional misuse may result in a written reprimand and a suspension not to exceed the number of misused leave days.

**Section 13**  
**PFML**

Commencing January 1, 2020, employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Such leave shall be used consecutively with the employee's paid leave entitlements and concurrently with federal FMLA leave. When required by FMLA, the District shall maintain health insurance benefits during periods of approved PFML leave.

**ARTICLE IV – EMPLOYEE EVALUATION PROCEDURE****Section 1**

**Criteria** shall mean the eight (8) state defined categories to be scored.

**Definitions**

**Criterion** shall mean one (1) of the eight (8) state defined categories to be scored.

**Classroom Teacher** shall mean a certificated employee who provides academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation.

**Evaluator** shall mean a certificated administrator who has been trained in observation and evaluation consistent with RCW 28A.405.120 (Training for Evaluators). The evaluator shall assist the teacher by providing support and resources.

**Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework criteria.

**Instructional Framework** shall mean the adopted evidence-based instructional framework known as Marzano.



**Observation** means the gathering of evidence through classroom or worksite visits for the purpose of examining evidence over time against the instructional framework pursuant to this section. The term “observation” can include conversations and examination of other evidence that may not have been observed inside the classroom. Each teacher and evaluator will mutually determine whether she or he will be observed in a non-classroom setting with final approval by the teacher’s evaluator if the two cannot come to a mutual agreement.

**Provisional Teacher** means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Hood Canal School District.

**Student Growth** shall mean the change in student achievement between two points in time within the current school year, as recommended by the teacher and approved by the supervisor.

**Student Growth Data** shall mean assessments used to demonstrate growth that predominately originate at the classroom level and are recommended by the teacher and approved by the supervisor. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

## **Section 2** **Introduction**

Employees shall be evaluated each school year in accordance with the procedures and criteria set forth herein. For the purpose of evaluation, employees shall be observed in the performance of their primary work responsibilities and assignments. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

## **Section 3** **Comprehensive Evaluation**

The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher eligible for focused evaluation must complete a Comprehensive evaluation once every six (6) years. During subsequent years, teachers will be evaluated on a Focused evaluation, unless a comprehensive evaluation is selected by the teacher or evaluator.

### **Notification:**

The teacher will be notified by the 30<sup>th</sup> day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation form and criteria to be used in the evaluation process.

If an evaluator decides to move a teacher from Focused to Comprehensive evaluation, written notice must be provided to the teacher no later than December 15<sup>th</sup>.

The notification will contain the specific areas of deficiencies and the steps the teacher may take to successfully remedy these concerns during the evaluation cycle. A teacher moved from Focused to Comprehensive may request a conference with the evaluator to discuss this move, the reasons for the change, and the steps the teacher can take to address the deficiencies on which the determination was based.

If a teacher scheduled for a focused evaluation chooses to be evaluated under the comprehensive process, the evaluator must be provided written notice no later than December 15<sup>th</sup>.

### **Student Growth Goal Setting:**

The teacher who is on a Comprehensive evaluation will select a student growth goal for 3.1, 6.1, and 8.1. These goals shall be developed with input from the evaluator and may be interrelated. This will be completed by November 1<sup>st</sup>.

Student data that measures growth between two points in time shall be used to calculate a teacher’s student growth score. The measurements used shall be recommended by the teacher in consultation with their immediate supervisor.

### **Pre-Observation Communication:**

Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his or her lesson with his or her evaluator.

Observations:

The total annual observation time must be at least sixty (60) minutes. Teachers in their first year in the District shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length. Teachers in their third year of provisional status in the District shall be observed at least three (3) times for a total observation period of at least ninety (90) minutes.

Post-Observation Communication:

Following each observation or series of observations, the evaluator will document and share the results of the observation in writing within three (3) days of the report's completion. A meeting will be scheduled within three (3) days, subject to postponement when necessary to review the observation report.

Each classroom teacher will have the opportunity to submit evidence to support his/her performance at any time during the observation process.

Final Summative Communication:

The evaluator will submit to the teacher a copy of the final evaluation no later than June 1<sup>st</sup>. Either party may request a meeting to review the evaluation.

The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

**Section 4**  
**Focused**  
**Evaluation**

The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated as described below. A teacher eligible for a focused evaluation must complete a Comprehensive evaluation once every six (6) years. In subsequent years, teachers will be evaluated on a Focused evaluation, unless a comprehensive evaluation is selected by the teacher or evaluator.

Notification:

The teacher will be notified by the 30<sup>th</sup> day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation form and criteria to be used in the evaluation process.

If an evaluator decides to move a teacher from Focused to Comprehensive evaluation, written notice must be provided to the teacher no later than December 15<sup>th</sup>.

The notification will contain the specific areas of deficiencies and the steps the teacher may take to successfully remedy these concerns during the evaluation cycle. A teacher moved from Focused to Comprehensive may request a conference with the evaluator to discuss this move, the reasons for the change, and the steps the teacher can take to address the deficiencies on which the determination was based.

If a teacher scheduled for a focused evaluation chooses to be evaluated under the comprehensive process, the evaluator must be provided written notice no later than December 15<sup>th</sup>.

Student Growth Goal Setting:

When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth components within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth components in either 3 or 6 (3.1, 6.1). Student Growth Goals and resources used shall be recommended by the teacher in consultation with their immediate supervisor. This will be completed by November 1<sup>st</sup>.

Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score. The measurements used shall be recommended by the teacher in consultation with their immediate supervisor.

Pre-Observation Communication:

Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.

Observations:

The total annual observation time must be at least sixty (60) minutes

Post-Observation Communication:

Following each observation or series of observations, the evaluator will document and share the results of the observation in writing. A meeting will be scheduled within three (3) days to review the observation report. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions in writing to remedy the concern.

Each classroom teacher will have the opportunity to submit evidence to support his/her performance at any time during the observation process.

Final Summative Communication:

The evaluator will submit to the teacher a copy of the final evaluation no later than June 1<sup>st</sup>. Either party may request a meeting to review the evaluation.

The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

## **Section 5**

### **State Criteria and Scoring**

Rating:

A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher be rated Distinguished on the chosen focused criterion, their summative rating shall be a level 4 Distinguished.

State Evaluation Criteria:

Criterion 1 – Centering instruction on high expectations for student achievement.

Criterion 2 – Demonstrating effective teaching practices.

Criterion 3 – Recognizing individual student learning needs and developing strategies to address those needs.

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

Criterion 5 – Fostering and managing a safe, positive learning environment.

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

Criterion 7 – Communicating and collaborating with parents and the school community.

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

Summative Performance Rating for Comprehensive Evaluation:

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

| <b>Rating</b>      | <b>Score</b> |
|--------------------|--------------|
| Unsatisfactory (1) | 8-14         |
| Basic (2)          | 15-21        |
| Proficient (3)     | 22-28        |
| Distinguished (4)  | 29-32        |

Student Growth Impact Rating:

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

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher's student growth impact rating. The following scoring band will be used to determine the student growth impact rating.

|        |         |         |
|--------|---------|---------|
| 5 – 12 | 13 – 17 | 18 – 20 |
| Low    | Average | High    |

**Impact of Low Student Growth Score:**

A student growth score of “1” in any of the student growth rubrics (3.1, 3.2, 6.1, 6.2., 8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

**Student Growth Inquiry:**

If a teacher receives a low student growth score they must engage in at least one of following activities:

- Triangulate student growth measures with other evidence and additional levels of student growth based on classroom, school, district and state-based tools; and/or
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment; and/or
- Schedule monthly conferences with the teacher to discuss/revise goals, progress toward meeting goals, and best practices; and/or
- Create and implement a professional development plan to address student growth areas.

An analysis of the evidence will be used to determine proficiency ratings. An evaluator must identify multiple pieces of evidence to support any criterion score of Basic or Unsatisfactory.

In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> in each of the next two following years. If the 1<sup>st</sup> Formal Observation in either of the two following years results in ongoing and specific performance concerns, a support plan will be completed prior to completion of the comprehensive evaluation.

**Section 6**  
**Support for**  
**Basic and**  
**Unsatisfactory**

When a teacher is at risk of being judged Basic or Unsatisfactory additional support shall be provided to support his/her professional development.

**Section 7**  
**Probation**

At any time after October 15<sup>th</sup>, the work of a continuing contract employee is judged to be unsatisfactory, the employee shall be notified in writing of the specific areas of deficiencies along with written program for improvement.

A probationary period of sixty (60) school days shall be established for teachers deemed unsatisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year. The probationary period may be extended into the following school year if the teacher has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15<sup>th</sup> of less than level 2.

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent.

During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The evaluator may authorize one (1) additional certificated person who may not be a member of this bargaining unit, to evaluate the probation employee and to assist that employee in improving the identified areas of deficiency. If the evaluator does not authorize an additional evaluator and the

employee requests a second evaluator, such request shall be implemented by including a second evaluator assigned by the educational service district. Such additional person shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The Association may also provide an additional evaluator, at Association expense, for the purpose of support, feedback or coaching. The outside evaluator's findings may not be disclosed to the District without permission of the Association.

The probation employee may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program. Lack of necessary improvement shall be specifically documented in writing with notification to the probation employee and shall constitute grounds for a finding of probable cause under RCW 28A.405.210 or 28A.405.300, as now or hereafter amended. If the probationary period does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the District may place the employee in an alternative assignment or on paid administrative leave for the remainder of the school year.

Not applicable to Provisional Employees: The probation requirements do not apply to Provisional employees. Provisional employees do not have access to probation.

**Section 8** Counseling staff will be evaluated using the WSCA Evaluation Framework Summative Evaluation (Refer to Appendix)

## **ARTICLE V – REDUCTION IN FORCE**

**Section 1** In the event the District determines there is cause for a reduction in the employment force of the District due to financial constraints, such reductions shall be made on the basis of the following  
**Procedure** criteria which are listed in order of priority.

1. Needs of the District
2. Teaching experience in the State of Washington
3. Teaching experience in the local District
4. Horizontal advancement on the salary schedule
5. National Board Certified Teacher (NBCT)
6. If two or more employees have equal experience in criteria #2, #3, #4, and #5 a drawing by lottery shall be utilized.

By February 1 of each school year, the District will submit to the Association a seniority list.

**Section 2** Employees whose employment status has been reduced shall be placed in an employment pool for one (1) year and recalled on the basis of the aforementioned criteria. Those employees placed in  
**Employment Pool** the employment pool shall receive first priority for the substitution needs of the District.

## **ARTICLE VI – ASSIGNMENT, VACANCIES AND TRANSFER**

**Section 1** A. All employees will be subject to transfer provided they are qualified (as determined by the superintendent) to fill the position. In making transfer decisions, the best interests of the District will also be considered.

Employees will be notified concerning their individual assignments as soon as feasible after the determination of the assignment has been made. Notification to employees concerning assignments to include, where applicable, the positions, building, room or rooms, grade level or class or subject or courses, and other pertinent facts concerning the assignment.

When feasible, by May 20 of each school year, the District will post in the school building a list of the known vacancies which will occur for the following school year.

Employees who desire a change in grade and/or subject assignment may file a written statement of such desire with the administrative office. Such statements must include the grade and/or subject or position to which the employee desires to be assigned. Employees will

be notified in writing of acceptance or rejection. Upon written employee request, reasons for rejection will be given in writing. Such reasons shall be bona fide.

In the determination of requests for voluntary reassignment the most qualified person will be assigned to the available position; provided, if qualifications are determined by the superintendent to be equal, the most senior person shall be assigned to the available position.

- B. To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, current employees shall be given first priority. Consideration shall be given on an equal basis, regardless of the employee's current assignment. The following procedures shall be used:
1. All vacancies and new positions shall be publicized to internal staff and Association through written notice which shall be distributed to internal employees as far in advance of the date of the opening of any vacancy or new position.
  2. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying.
  3. The District shall make an effort to fill vacancies and new positions with their present employees before out-of-District hiring can occur.
  4. If an internal candidate is not offered the position, the District will set forth in writing the reasons the candidate was not offered the position.
  5. While pursuing external candidates for certificated or administrative positions, and HCEA member will be invited to participate as a member of the screening and hiring committee with preference to members representing the grade band/team teachers.
  6. If there is more than one internal applicant that meets the minimum qualifications as stated on the job posting, seniority shall be used as the tie breaker. For the purposes of this article, seniority shall be defined as:
    - a. District hiring date seniority
    - b. State experience seniority.
    - c. National Board Certified Teacher
    - d. Drawing of numbers (lottery) as a tiebreaker.

## **ARTICLE VII – TEACHER WORKDAY**

### **Section 1** **Hours**

The teacher workday shall be seven and one-half (7.5) hours per day, inclusive of a thirty (30) minute duty-free lunch period and preparation day. Teachers shall only be required to supervise instructional activities.

Teachers, as a part of their professional obligations, must devote considerable time outside of school hours to prepare for instruction. Additionally, teachers have an obligation to participate in a reasonable amount of school-related activities.

Teachers will participate in: One (1) open house and two (2) school-related evening events to be determined by the District. No required evening events will be scheduled on teachers' non-contract days.

Teachers shall receive no fewer than six early release days per school year for the purpose of curriculum planning and teaming with colleagues. These days shall be determined during the course of planning the calendar for the upcoming school year, in collaboration with the Association.

### **Section 2** **Calendar**

- A. Calendar: No later than May 17, the Association shall meet with the superintendent or designee for the purpose of providing input into the school calendar for the succeeding school year. The calendar shall be approved by the Board by June 1. (Exhibit F)
- B. Budget Development: An HCEA officer will be given input during budget development.

### **Section 3** **Work Year**

The work year shall consist of 180 student days and five (5) days of professional responsibilities, which includes two (2) orientation days, two (2) professional development days to be scheduled in collaboration with the Association, and one (1) unscheduled day that shall be paid following each

employee's completion of the annual risk management required training. Three (3) state-funded professional learning days (PLDs) are also part of the work year. If the state funds additional PLDs in subsequent years of the Agreement they shall be added to the work year. If the state reduces or eliminates PLDs in subsequent years of the Agreement, they will not be part of the work year.

**Section 4**  
**Teacher**  
**Facilities**

Each building shall have the following facilities and equipment for teacher use:

1. Space in each classroom to safely store instructional materials and supplies.
2. A telephone.
3. A desk and chair in each classroom.
4. Lighted rest rooms separate from student rest rooms.
5. A faculty lounge.
6. Parking lot for teacher parking.
7. Keys to building and classroom.
8. A dedicated teacher computer
9. Each teacher will be provided \$1000 per year for classroom incidental materials and field trips. This amount will be pro-rated according to annualized FTE. The funds may be used in any ratio between incentives for students and field trips. Teachers may pool their funds together with approval of the Superintendent. Funds must be encumbered by May 31<sup>st</sup>.
10. Each employee shall be provided a locking file cabinet and/or storage space.

**Section 5**  
**Student**  
**Discipline**

The District shall support employees in their lawful use of disciplinary measures to maintain order and protect the safety and wellbeing of students in their charge as well as themselves.

When an employee exercises legal authority to control and maintain discipline, said employee shall use reasonable and professional judgment. Behavior management will be in accordance with the state and federal law, district policies and established school discipline rules.

The PBIS committee will meet during the 2020-21 school year to review and update the Student Disciplinary Standards.

No later than September 30 of each year, the building principal shall review with his/her employees, the Student Disciplinary Standards. Such review shall include employee/employer responsibilities, building disciplinary standards, District policies on student discipline procedures, and State and Federal laws regarding student/staff rights and responsibilities. These standards will be reviewed and updated to reflect any changes in policies, laws, and standards referenced in this section annually.

Each spring, the principal will meet with staff to review and/or make recommendations regarding building disciplinary standards and procedures to ensure uniform understanding an enforcement of building standards.

Each teacher is empowered to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first: provided that, except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action: provided further that in no event without consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded, except in unusual circumstances explained in-person to the teacher.

Students who have exhibited, or have a known history of violent or threatening behavior, will be identified to the student's assigned staff, and to other staff on a need-to-know basis, as soon as the information is known. The sharing of this information will be in compliance with FERPA.

Students will have access to an alternative learning location when excluded from classroom space.

The purpose of the alternative learning location is to refocus and de-escalate students while minimizing outside time of the classroom.

Emergency Procedures

Additionally, the principal shall, by September 30, review with his/her staff the building/District emergency procedures in the event of a building lock-down, evacuation, or other occurrences(s) requiring emergency procedures. Said review shall include specific expectations of staff during emergency procedures. Said review shall additionally include notification of staff of the schedule of periodic drills and practices during the school year appropriate to the building. The review shall also include the specific building/District commitments to assist staff members in the event of said emergency occurrences.

New Hires After September 30 Review of Discipline and Emergency Procedures

The principal shall review all such provisions of Student Disciplinary Standards and emergency procedures with each newly hired, contracted employee who begins work after September 30, within fifteen (15) working days of hire.

Employee Access to Student Information

When an employee is assigned a newly enrolled student, the employee has the right to said student's records, including the building enrollment registration forms, unless otherwise restricted by law.

Enrolling A New Student

When enrolling a new student, the District will request the parent or guardian and the student to briefly indicate in writing whether the student has:

1. Any history of placement in special education programs;
2. Any past, current or pending disciplinary action;
3. Any history of violent or disruptive behavior, gang membership or criminal behavior, and
4. Any health conditions affecting the student's educational need, including any history of self-harm and behavioral or emotional concerns

The District will provide staff with a data system that allows staff to have timely access to discipline incidents and reports. This data system will provide a report that outlines dates of incidents, location of incidents, time of day the incidents occur and the number of offences for each student when requested by an a certificated employee. The report will be provided with five (5) working days.

The District will always have one administrator present in the building. If this is not possible the District will have an administrator designee assigned to cover the building. The District will communicate to the employees when there will not be an administrator present and who will be the designee.

Assault Leave

An employee who is assaulted while performing their job responsibilities, if determined to be eligible for worker's compensation for the incident, shall be reimbursed up to three (3) days of sick leave per occurrence to cover the worker's compensation waiting period. The employee will also be reimbursed for any out of pocket medical expenses or damaged personal property.

Safety and Discipline Professional Development

Personnel assigned to work with a student whose IEP, 504 Plan, Health Plan or other documents which indicates a student may be a safety risk to themselves or others, will be provided consultation and training specific to these circumstances/documents.

The District will provide ongoing professional development for the behavior and intervention system and protocols expected to be used by employees. This refers to programs such as PBIS. Employees will also be trained in de-escalation techniques, restraint techniques as appropriate to the employee's assignment and including proper occasions for restraint, student trauma and knowing their legal rights as they relate to student discipline and the safety of themselves and their students.



**Section 6**  
**Classroom**  
**Visitation**

To provide patrons of the District and other interested persons the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are established:

1. All visitors to a school and/or classroom shall obtain the approval of the principal. In the event the visit is to a classroom, the time will be arranged after the principal has conferred with the employee and mutually agreed upon.
2. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

**Section 7**  
**Preparation**  
**Time**

Each teacher shall be entitled to at least one-half (.5) hour of preparation time per day within the teacher work day. Such time shall be utilized for the purpose of classroom preparation only. Except in emergency situations, employees shall not be required to accept other responsibilities during the employee's scheduled planning time.

If a regular district employee who is a certificated specialist is with the students, then the regular classroom teacher may use that time as preparation for instruction. Nothing in this provision shall bind the District to the continuation of hiring and/or retaining specialists.

**Section 8**  
**Class Size**

If an individual classroom exceeds twenty-two (22) full-time equivalent (FTE) students to one (1) certificated employee in grades K-3 or twenty-six (26) FTE students to one (1) certificated employee in grades 4-5; and thirty (30) FTE students to one (1) certificated employee in grades 6-8, the District shall assign daily aide time to the involved teacher using a ratio of one-half (.5) hour of aide time for each student in excess of the above figures, or the affected teacher may choose to receive a \$150 stipend per student per quarter above and beyond the current contract limits. Provided, however, that the affected teacher requests aide time in writing.

Special Education employee(s) that have at least twenty-five (25) IEPs (Individual Education Plans) will receive one (1) day of per diem pay per academic term (quarters and/or trimesters). For every five (5) IEPs thereafter the employee will receive an additional day of per diem pay per academic term. The employee may also opt for the district to hire a substitute teacher to cover his/her classes for one contract day per academic term. This is for the purpose of drafting, editing, and revising IEPs.

**Section 9**  
**Mentor**  
**Teacher**  
**Program**

First year employees to the District will be provided a qualified mentor teacher.

**Program Goals:**

1. Provide a structured support system for new teachers
2. Provide a collaborative teaching and learning environment between novice teachers and experienced colleagues, which ensures the continued professional developmental nature of teaching.
3. Encourage the modeling of "best practices of teaching" through interaction, reflection and dialogue between colleagues.
4. Decrease frustration and isolation often felt by new teachers as they transition from the university to the workplace.
5. Increase guidance for new teachers through an atmosphere of supportive coaching techniques, which build the habit of mind to use self-reflection as a tool for continued professional growth.
6. Ensure a commitment to the continuation of quality educational environment and success for all students and teachers.
7. This program is to encourage professional growth within the profession and, therefore, is not evaluative in nature.

The Association will keep and maintain an active mentor teacher pool. The District will select qualified mentor teachers from the active mentor teacher pool.

**Qualifications and Dispositions of Potential Mentors:**

1. Professional Qualities and Characteristics
  - Demonstrates a passion for teaching and learning and a commitment to the future of education
  - Believes everyone has the capacity and desire for growth

- Is respected by peers and leaders for professional knowledge and skills
  - Values equity, opportunity for all, and developing own cultural proficiency
  - Sets high expectations for self and others
  - Seeks growth through feedback, reflection, and coaching, and on-going professional learning
  - Works to effect change
  - Takes initiative and follows through with responsibilities
  - Prioritizes effectively and manages time well in an unstructured environment
2. Effective Interpersonal Communication
- Demonstrates positive, open, honest and sensitive communications with students, staff, administration, and parents
  - Respects confidentiality
  - Builds rapport and trusting relationships with both students and adults
  - Listens with compassion and empathy
  - Addresses conflict proactively
3. Effective Practice
- Is Proficient in all 8 of the WA State Teacher Evaluation Criteria
  - Uses equitable classroom practices that support the learning of all students
  - Creates a classroom community of mutual respect and appreciation for differences
  - Understands and translates research and theory into practical application
  - Uses appropriate and current classroom applications of technology that deepen learning
  - Holds a Continuing or Professional Certificate and has documented successful contracted teaching experience
  - Understands district's adopted instructional framework
  - Demonstrates knowledge of the state's assessment system
  - Supports and implements school/district policies and initiatives

Required Activities:

Average of 1-2 hours per week in mentor-mentee activities such as: planning, reflection, coaching, and providing feedback.

Mentor training will be provided by the District.

Compensation for Mentorship Activities:

For mentor activities during the ten months of the school year September through June, a stipend of \$2,250 increased by the state's inflationary factor (IPD) annually will be provided. If state funding is eliminated this section may be reopened.

**Section 10**  
**Cameras**

Cameras are used in common use areas, including the gymnasium and music room. Cameras in the gymnasium and music room will be turned off during instructional hours. The teacher may request to have the cameras on during instructional hours. Video and audio captured by these cameras cannot be used for evaluation purposes, without the consent of the employee.

**Section 11**  
**Social Media**

Offenses such as, but not limited to, harassing or inappropriate email messages, websites, false electronic text messages or other technological misconduct that threaten the safety and/or reputation of the employee may be charged and/or disciplined in accordance with District policy and state law.

Employees are expected to follow the student disciplinary process in accordance with District policy and report such incidents to a building administrator as soon as possible. These offenses against employees may constitute misconduct that can lead to disciplinary action up to, and including, long term suspension and/or expulsion whenever appropriate and in accordance with student due process rights. The District shall follow federal and state law when disciplining special education students.

When reported, the principal or district administrator shall follow District policy and procedures when reviewing the incident and imposing any consequences. If the administrator is permitted by state and/or federal regulations, they will share relevant information back to the employee regarding what action, if any, has been taken.

The District will provide training to students and staff on appropriate use of social media and the unacceptable use of cyberbullying. Teachers may provide input on the materials and training used.

Employees are free to exercise their personal legal rights and alternative courses of action concerning cyber threats and harassment.

## **ARTICLE VIII – GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems with regard to the expressed terms of this Agreement.

### **B. Definitions**

A grievance is a claim based upon an alleged violation of the collective bargaining agreement. The claims must, in all cases, be filed within ten (10) working days in which the employee was affected or the employee or Association had knowledge of the alleged violation.

### **C. Procedure**

Grievances shall be processed as rapidly as possible. The number of days in each step shall be considered as a maximum, and effort shall be made to expedite the process. Time limits may be extended with mutual agreement. If at the end of the ten (10) work days following either the occurrence out of which the grievance arose, or the first date which the grievant should have had knowledge of such occurrence, the grievance shall not have been pursued as provided in this Article, the grievance shall be deemed to have been waived.

#### **Step One**

An employee with a grievance shall discuss the grievance first with the immediate supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within five (5) working days from the informal discussion. (Exhibit G) The supervisor shall render a decision thereon, in writing, to the grievant within five (5) working days of receiving the written grievance. (Exhibit H)

#### **Step Two**

In the event the aggrieved is not satisfied with the disposition of the grievance at Step One, the grievance may be submitted in writing to the superintendent or designee within five (5) working days from which the grievant received the decision at Step One. The superintendent or designee shall conduct a meeting within five (5) working days of receipt of the grievance with the grievant in an effort to render a solution to the grievance. In any event, the superintendent or designee shall render a written decision to the grievant within ten (10) working days from the date on which the written Step 2 grievance was submitted. (Exhibit I)

#### **Step Three**

If no settlement is reached at Step Two within the specified or agreed time limits, the grievant may, through the superintendent, request that the grievance be heard before the Board of Directors of the Hood Canal School District. In any event, such hearing shall be held within thirty (30) working days from the date on which the superintendent received the request for a hearing before the Board. The Board of Directors shall, within ten (10) working days after the hearing, render a written decision to the grievant.

#### **Step Four**

If the grievant is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written

notice of its intention to arbitrate within twenty working (20) days of receipt of the written disposition to the Board.

D. Arbitration Costs

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the Parties.

E. Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.

The arbitrator shall have no power or authority to rule on any of the following:

1. The termination of services of or failure to re-employ any employee to a position on the supplemental salary schedule.
2. Any matter involving employee evaluation except procedural matters. It is understood that application of the evaluation criteria and the performance rating are not grievable matters.

F. Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the Parties. Failure of the grievant to proceed with her/his grievance within the time limits herein provided, shall result in the dismissal of the grievance.

Failure of the board or its representatives to take the required action within the time limits provided herein, shall entitle the grievant to proceed to the next step on the grievance process.

G. Scope of Procedure

Absent mutual agreement of the Parties within ten (10) days on the source of an arbitrator and the rules under which she/he will function, the arbitrator shall be chosen from the American Arbitration Association (AAA) panel in accordance with its voluntary rules, or the Federal Mediation and Conciliation Service (FMCS). Absent mutual agreement to the contrary, said arbitrator shall function under the American Arbitration Association voluntary rules, provided that any procedural or substantive provision contained in this contract shall take precedence over any voluntary rule of the AAA which is contrary to or inconsistent with it.

H. Exclusions from Grievance

The following areas shall be exempt from the grievance procedure:

1. Non-renewal, probation and discharge of employee.
2. The termination of services of or failure to re-employ any provisional employee.

## **ARTICLE IX – RELEASE FROM CONTRACT**

An employee under contract shall be released from the obligations of the contract upon request under the following conditions:

1. A letter of resignation must be submitted to the superintendent's office.
2. A release from contract prior to August 1 shall be granted provided a letter of resignation is submitted prior to that date.
3. A release from contract shall be granted upon the teacher's request in case of illness which may make it impossible for the teacher to do an adequate job in fulfilling District responsibilities.

## **ARTICLE X – GENERAL PROVISIONS**

- A. Credits earned for professional preparation must be completed by August 30 of each year and official transcripts verifying credits earned must be registered with the District by October 1 in order to be applicable on the salary schedule for the current school year.
- B. Employees utilizing their private automobile to travel on authorized school business shall be compensated at the IRS rate.

**ARTICLE XI – BENEFITS AND SALARY SCHEDULE**

Exhibit A – Salary Schedule

Exhibit B – Supplemental Employee Contract

Exhibit C – Comprehensive Evaluation Form

Exhibit D – Focused Evaluation Form

Exhibit E – School Calendar

Exhibit F – Complaint by Aggrieved

Exhibit G – Decision of Immediate Supervisor

Exhibit H – Decision of Superintendent

**ARTICLE XII – FINALITY OF AGREEMENT**

It is agreed between the Parties that this Agreement constitutes the entire Agreement between the Parties hereto and no settlement, promise, past practices, or inducement which are not contained herein shall be binding or acknowledged. Provided, further, that this Agreement may not be enlarged, modified or altered except with written consent of all Parties.

**ARTICLE XIII – DURATION**

This Agreement will become effective upon ratification by the Association and followed by the Board of Directors. The Agreement shall remain in effect from September 1, 2020 through August 31, 2022. Negotiation for a successor Agreement shall commence in 2022, ninety (90) days prior to the termination of this Agreement.

The District and the Association agree to an automatic re-opening in case of any new legislative invalidating the terms of this Agreement for its term, or any other Articles mutually agreed upon by the parties.

The parties agree that the negotiated financial package for the Agreement may not be sustainable in future Collective Bargaining Agreements due to upcoming legislative funding levels and the potential for a deficit of revenue.

**ARTICLE XIV-SALARIES, INSURANCE, EXTRACURRICULAR**

- A. The salaries, insurance and any other benefits in this Agreement are entered into, subject to the limitations and funding of Washington State law and the Appropriations Act in effect when the salaries, insurance and other benefits are payable.
- B. It is the intent of the District and the Association to comply with the limitations imposed by Washington State law if any. Compensation shall be increased annually by the state-designated inflationary adjustment as provided in RCW 28A.400.205. In 2020-21 compensation shall be increased by five percent (5%) inclusive of the state-designated inflationary adjustment. In 2021-22 compensation shall be increased by three percent (3%) inclusive of the state-designated inflationary adjustment.
- C. In the event a state agency determines that the District is out of compliance with state law then the District may reduce the increase on the base salary to bring the District in compliance and recover from the individual employee such amount as may be necessary to bring the District in compliance with state law by deducting such amount or amounts in equal portions from the monthly salary warrants due the employee for the balance of the school year. If the school year ends prior to the deduction of the full amount due, such amount shall become immediately due and payable to the District. If an employee terminates his/her employment prior to the end of the school year or prior to the deduction of the full amount due, the District shall be entitled to recover the same from the employee by suit in any court of competent jurisdiction.
- D. Teaching staff who agree to assist the District in covering for absent staff when substitute coverage is not readily available will be compensated at their per diem hourly rate for time worked not to exceed the current daily substitute rate of pay.
- E. In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each check shall contain (1/12) of the contract salary. Exceptions to the payment provisions

shall be compensation for supplemental contracts. On the last business day of each month, payroll checks shall be direct deposited. All employees are required to use direct deposit.

- F. The District shall pay the state-designated employer contribution for all employees who meet the eligibility requirements set by SEBB. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year. To the extent that SEBB changes its rules or guidance on any of the provisions included below, either party may reopen this MOU to renegotiate impacted provisions.

#### Eligibility

All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work the SEBB-designated minimum number of hours. Currently SEBB has designated that 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship, establishes eligibility. Once eligibility is established, it shall be maintained for the remainder of the eligibility year. If the minimum hour standard or other eligibility criterion is changed, the parties agree to reopen negotiations on eligibility.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

Any employee who has worked 630 hours in each of the previous two years and is returning to a similar position(s) at the same or greater FTE will be deemed eligible for benefits.

All compensated hours in any position within the District shall count for purposes of establishing eligibility. Part-time employees may document hours worked for any additional District assignment where compensation is measured in hours to meet benefit eligibility requirements.

#### Benefit Enrollment and Continuity of Coverage

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

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

#### Leaves

Paid leave hours shall count towards eligibility for benefits under this section. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employee/employer relationship will remain eligible for benefits. The nature of the employee's unpaid leave will determine whether the employee remains eligible for regular SEBB benefits or is eligible to continue benefits through SEBB pursuant to the employee's rights under the federal COBRA law.

#### Benefit Termination:

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31 unless the employee provides a written resignation or retirement date earlier than August 1.

- G. The District will contribute \$105 per month into each employee's VEBA account.

### **REIMBURSEMENT FOR APPROVED PROFESSIONAL DEVELOPMENT**

The District hereby establishes a program of reimbursement for approved professional development in accordance with the following criteria:

1. A maximum of five hundred dollars (\$500) pro-rated FTE, may be reimbursed to an employee during any contract year for the cost of registration, clock hours, or tuition for professional conferences, workshops, in-services or college courses. Verification of attendance and successful completion of the development activity and receipts of payment must be presented to the District before the end of the contract year in which reimbursement was requested.

The District supports the National Board Certification process and will provide for the flow through of all of the state appropriations designated for the compensation of those certificated employees receiving National Board Certification. The District shall reimburse employees a maximum of five hundred dollars (\$500) pro-rated FTE per year who provide proof of payment toward obtaining National Board Certification.

2. All requests for reimbursement must be approved prior to enrollment in the professional development activity. A committee consisting of the school principal and one classroom teacher shall be responsible for approving the request for reimbursement. In determining whether or not to approve a request for reimbursement, the committee shall consider whether the request being made would help the applicant better meet District goals and/or be directly related to the courses being taught by the applicant, and/or would help the applicant to better achieve goals established in the applicant's professional growth plan.

**HOOD CANAL SCHOOL DISTRICT NO. 404  
EXTRACURRICULAR SALARY SCHEDULE**

| <b><u>POSITION</u></b>         | <b><u>Compensation Rate</u></b> |
|--------------------------------|---------------------------------|
| Builder's Club                 | \$1,859                         |
| Annual Advisor                 | \$1,300                         |
| Activities Director            | \$4,460                         |
| ASB Coordinator                | \$4,460                         |
| School Enrichment              | \$1,859                         |
| Overnight Education Experience | \$150/day                       |

Stipends shall be increased each September 1 by the state-identified inflationary adjustment, the implicit price deflator (IPD). The District reserves the right to determine annually which extra-curricular stipends will be offered. Only certificated staff members are eligible for these extracurricular stipends. With the approval of the employee holding the extracurricular position, another person, certification not required, may be hired as an assistant to the position and the stipend reduced to provide compensation to the assistant.



**SIGNATURE PAGE**

**HOOD CANAL EDUCATION ASSOCIATION**

**HOOD CANAL SCHOOL DISTRICT**

**BY: \_\_\_\_\_**  
**PRESIDENT**

**BY: \_\_\_\_\_**  
**BOARD CHAIR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTEST: \_\_\_\_\_**  
**SUPERINTENDENT**

## Exhibit A

**2020-2021 SALARY SCHEDULE**

| Step | BA     | BA+15  | BA+30  | BA+45  | BA+90  | MA     | MA+45  | MA+90,PhD |
|------|--------|--------|--------|--------|--------|--------|--------|-----------|
| 0    | 47,316 | 48,972 | 50,686 | 52,460 | 54,296 | 56,197 | 58,163 | 60,199    |
| 1    | 48,499 | 50,196 | 51,953 | 53,772 | 55,654 | 57,601 | 59,618 | 61,704    |
| 2    | 49,711 | 51,451 | 53,252 | 55,116 | 57,045 | 59,042 | 61,108 | 63,247    |
| 3    | 50,954 | 52,738 | 54,583 | 56,494 | 58,471 | 60,518 | 62,636 | 64,828    |
| 4    | 52,228 | 54,056 | 55,948 | 57,906 | 59,933 | 62,030 | 64,202 | 66,449    |
| 5    | 53,534 | 55,407 | 57,347 | 59,354 | 61,431 | 63,581 | 65,807 | 68,110    |
| 6    | 54,872 | 56,793 | 58,780 | 60,838 | 62,967 | 65,171 | 67,452 | 69,813    |
| 7    | 56,244 | 58,212 | 60,250 | 62,359 | 64,541 | 66,800 | 69,138 | 71,558    |
| 8    | 57,650 | 59,668 | 61,756 | 63,918 | 66,155 | 68,470 | 70,867 | 73,347    |
| 9    | -      | 61,159 | 63,300 | 65,515 | 67,809 | 70,182 | 72,638 | 75,181    |
| 10   | -      | -      | 64,882 | 67,153 | 69,504 | 71,936 | 74,454 | 77,060    |
| 11   | -      | -      | -      | 68,832 | 71,241 | 73,735 | 76,315 | 78,987    |
| 12   | -      | -      | -      | 70,553 | 73,022 | 75,578 | 78,223 | 80,961    |
| 13   | -      | -      | -      | -      | 74,848 | 77,468 | 80,179 | 82,985    |
| 14   | -      | -      | -      | -      | 76,719 | 79,404 | 82,183 | 85,060    |
| 15   | -      | -      | -      | -      | 78,637 | 81,389 | 84,238 | 87,186    |
| 16   | -      | -      | -      | -      | 80,603 | 83,424 | 86,344 | 89,366    |

**2021-22 SALARY SCHEDULE**

| Step | BA     | BA+15  | BA+30  | BA+45  | BA+90  | MA     | MA+45  | MA+90,PhD |
|------|--------|--------|--------|--------|--------|--------|--------|-----------|
| 0    | 48,736 | 50,442 | 52,207 | 54,034 | 55,926 | 57,883 | 59,909 | 62,006    |
| 1    | 49,954 | 51,703 | 53,512 | 55,385 | 57,324 | 59,330 | 61,407 | 63,556    |
| 2    | 51,203 | 52,995 | 54,850 | 56,770 | 58,757 | 60,813 | 62,942 | 65,145    |
| 3    | 52,483 | 54,320 | 56,221 | 58,189 | 60,226 | 62,334 | 64,515 | 66,773    |
| 4    | 53,795 | 55,678 | 57,627 | 59,644 | 61,731 | 63,892 | 66,128 | 68,443    |
| 5    | 55,140 | 57,070 | 59,068 | 61,135 | 63,275 | 65,489 | 67,782 | 70,154    |
| 6    | 56,519 | 58,497 | 60,544 | 62,663 | 64,857 | 67,127 | 69,476 | 71,908    |
| 7    | 57,932 | 59,959 | 62,058 | 64,230 | 66,478 | 68,805 | 71,213 | 73,705    |
| 8    | 59,380 | 61,458 | 63,609 | 65,836 | 68,140 | 70,525 | 72,993 | 75,548    |
| 9    | -      | 62,995 | 65,200 | 67,482 | 69,844 | 72,288 | 74,818 | 77,437    |
| 10   | -      | -      | 66,830 | 69,169 | 71,590 | 74,095 | 76,689 | 79,373    |
| 11   | -      | -      | -      | 70,898 | 73,379 | 75,948 | 78,606 | 81,357    |
| 12   | -      | -      | -      | 72,670 | 75,214 | 77,846 | 80,571 | 83,391    |
| 13   | -      | -      | -      | -      | 77,094 | 79,792 | 82,585 | 85,476    |
| 14   | -      | -      | -      | -      | 79,022 | 81,787 | 84,650 | 87,613    |
| 15   | -      | -      | -      | -      | 80,997 | 83,832 | 86,766 | 89,803    |
| 16   | -      | -      | -      | -      | 83,022 | 85,928 | 88,935 | 92,048    |

Exhibit B

**SUPPLEMENTAL EMPLOYMENT CONTRACT**  
**<School Year>**

IT IS HEREBY AGREED by and between the Board of Directors of Hood Canal School District No. 404, Mason County, Washington, and

**<Employee Name>**, hereinafter called the employee, that the employee shall perform the following services:

**<Position Title>**

And that said employee should be paid the amount indicated below for the services rendered during the time indicated:

**<Salary>**

**Payment Dates: from**\_\_\_\_\_ **to**\_\_\_\_\_

THIS IS A SUPPLEMENTAL CONTRACT AND, UNDER THE PROVISIONS OF RCW 28A.405.240, IS NOT SUBJECT TO THE CONTINUING CONTRACT PROVISIONS OF TITLE 28A OF THE REVISED CODE OF WASHINGTON.

BY ORDER OF THE BOARD OF DIRECTORS

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

\_\_\_\_\_  
Board Chair or Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit C

## Marzano Comprehensive Evaluation Form

|   |                   |            |            |            |
|---|-------------------|------------|------------|------------|
| <b>Name:</b>  | <b>Date:</b>      |            |            |            |
| <b>School:</b> Hood Canal   | <b>Evaluator:</b> |            |            |            |
| This form is used to identify and summarize where you are in each category. Refer to the rubrics under each component for more detail. This will be used to help formulate your final summative rating. |                   |            |            |            |
| Code Key: U = Unsatisfactory; B = Basic; P = Proficient; D = Distinguished  |                   |            |            |            |
| <b>Criterion 1</b>  |                   |            |            |            |
| <b>Criterion 1: Centering instruction on high expectations for student achievement.</b>   | <b>U-1</b>        | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 1.1 Providing Clear Learning Goals and Scales (Rubrics)   |                   |            |            |            |
| 1.2 Celebrating Success   |                   |            |            |            |
| 1.3 Understanding Students' Interests and Backgrounds   |                   |            |            |            |
| 1.4 Demonstrating Value and Respect for Typically Underserved Students  |                   |            |            |            |
| <b>Overall Rating/Score</b>   | <b>1</b>          | <b>2</b>   | <b>3</b>   | <b>4</b>   |
| <b>Evidence Criterion 1</b>   |                   |            |            |            |
| Record the artifacts and/or evidence to be considered in the space provided below.  |                   |            |            |            |
|   |                   |            |            |            |
| <b>Criterion 2</b>  |                   |            |            |            |
| <b>Criterion 2: Demonstrating effective teaching practices.</b>   | <b>U-1</b>        | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 2.1 Interacting with New Knowledge  |                   |            |            |            |
| 2.2 Organizing Students to Practice and Deepen Knowledge  |                   |            |            |            |
| 2.3 Organizing Students for Cognitively Complex Tasks   |                   |            |            |            |
| 2.4 Asking Questions of Typically Underserved Students  |                   |            |            |            |
| 2.5 Probing Incorrect Answers with Typically Underserved Students   |                   |            |            |            |
| 2.6 Noticing when Students are Not Engaged  |                   |            |            |            |
| 2.7 Using and Applying Academic Vocabulary  |                   |            |            |            |
| 2.8 Evaluating Effectiveness of Individual Lessons and Units  |                   |            |            |            |
| <b>Overall Rating/Score</b>   | <b>1</b>          | <b>2</b>   | <b>3</b>   | <b>4</b>   |
| <b>Evidence Criterion 2</b>   |                   |            |            |            |
| Record the artifacts and/or evidence to be considered in the space provided below.  |                   |            |            |            |
|   |                   |            |            |            |

## Exhibit C

## Marzano Comprehensive Evaluation Form

| Criterion 3  |            |            |            |            |
|--|------------|------------|------------|------------|
| <b>Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.</b>                | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 3.1 Effective Scaffolding of Information Within Lessons  |            |            |            |            |
| 3.2 Planning and Preparing for the Needs of All Students   |            |            |            |            |
| <b>Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.</b> | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 3.1 Establish Student Growth Goal(s)   |            |            |            |            |
| 3.2 Achievement of Student Growth Goal(s)  |            |            |            |            |
| <b>Overall Rating/Score</b>  | <b>1</b>   | <b>2</b>   | <b>3</b>   | <b>4</b>   |
| <b>Evidence Criterion 3</b>  |            |            |            |            |
| Record the artifacts and/or evidence to be considered in the space provided below.   |            |            |            |            |
|  |            |            |            |            |
| Criterion 4  |            |            |            |            |
| <b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.</b>                                | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 4.1 Attention to Established Content Standards   |            |            |            |            |
| 4.2 Use of Available Resources and Technology  |            |            |            |            |
| <b>Overall Rating/Score</b>  | <b>1</b>   | <b>2</b>   | <b>3</b>   | <b>4</b>   |
| <b>Evidence Criterion 4</b>  |            |            |            |            |
| Record the artifacts and/or evidence to be considered in the space provided below.   |            |            |            |            |
|  |            |            |            |            |
| Criterion 5  |            |            |            |            |
| <b>Criterion 5: Fostering and managing a safe, positive learning environment.</b>  | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 5.1 Organizing the Physical Layout of the Classroom  |            |            |            |            |
| 5.2 Reviewing Expectations to Rules and Procedures   |            |            |            |            |
| 5.3 Demonstrating "Withitness"   |            |            |            |            |
| 5.4 Applying Consequences for Lack of Adherence to Rules and Procedures  |            |            |            |            |
| 5.5 Acknowledging Adherence to Rules and Procedures  |            |            |            |            |
| 5.6 Displaying Objectivity and Control   |            |            |            |            |
| <b>Overall Rating/Score</b>  | <b>1</b>   | <b>2</b>   | <b>3</b>   | <b>4</b>   |
| <b>Evidence Criterion 5</b>  |            |            |            |            |
| Record the artifacts and/or evidence to be considered in the space provided below.   |            |            |            |            |
|  |            |            |            |            |

## Exhibit C

## Marzano Comprehensive Evaluation Form

| Criterion 6   |            |            |            |            |
|---|------------|------------|------------|------------|
| <b>Criterion 6: Using multiple student data elements to modify instruction and improve student learning.</b>  | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 6.1 Designing Instruction Aligned to Assessment   |            |            |            |            |
| 6.2 Using Multiple Data Elements  |            |            |            |            |
| 6.3 Tracking Student Progress   |            |            |            |            |
| <b>Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.</b>                           | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 6.1 Establish Student Growth Goal(s)  |            |            |            |            |
| 6.2 Achievement of Student Growth Goal(s)   |            |            |            |            |
| <b>Overall Rating/Score</b>   | 1          | 2          | 3          | 4          |
| <b>Evidence Criterion 6</b>   |            |            |            |            |
| Record the artifacts and/or evidence to be considered in the space provided below.  |            |            |            |            |
|   |            |            |            |            |
| Criterion 7   |            |            |            |            |
| <b>Criterion 7: Communicating and collaborating with parents and the school community.</b>  | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 7.1 Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events  |            |            |            |            |
| 7.2 Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism   |            |            |            |            |
| <b>Overall Rating/Score</b>   | 1          | 2          | 3          | 4          |
| <b>Evidence Criterion 7</b>   |            |            |            |            |
| Record the artifacts and/or evidence to be considered in the space provided below.  |            |            |            |            |
|   |            |            |            |            |
| Criterion 8   |            |            |            |            |
| <b>Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</b>                | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 8.1 Seeking Mentorship for Areas of Need or Interest  |            |            |            |            |
| 8.2 Promoting Positive Interactions with Colleagues   |            |            |            |            |
| 8.3 Participating in District and School Initiatives  |            |            |            |            |
| 8.4 Monitoring Progress Relative to the Professional Growth and Development Plan  |            |            |            |            |
| <b>Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</b> | <b>U-1</b> | <b>B-2</b> | <b>P-3</b> | <b>D-4</b> |
| 8.1 Establish Team Student Growth Goal(s)   |            |            |            |            |
| <b>Overall Rating/Score</b>   | 1          | 2          | 3          | 4          |
| <b>Evidence Criterion 8</b>   |            |            |            |            |
| Record the artifacts and/or evidence to be considered in the space provided below.  |            |            |            |            |
|   |            |            |            |            |

## Exhibit C

## Marzano Comprehensive Evaluation Form

| Summative Rating                  |         |         |       |   |
|-----------------------------------|---------|---------|-------|---|
| Overall Rating/Score              | 1       | 2       | 3     | 4 |
| Criterion 1: Overall Rating/Score |         |         |       |   |
| Criterion 2: Overall Rating/Score |         |         |       |   |
| Criterion 3: Overall Rating/Score |         |         |       |   |
| Criterion 4: Overall Rating/Score |         |         |       |   |
| Criterion 5: Overall Rating/Score |         |         |       |   |
| Criterion 6: Overall Rating/Score |         |         |       |   |
| Criterion 7: Overall Rating/Score |         |         |       |   |
| Criterion 8: Overall Rating/Score |         |         |       |   |
| Summative Rating                  |         |         |       |   |
| 8-14                              | 15-21   | 22-28   | 29-32 |   |
| U                                 | B       | P       | D*    |   |
| Student Growth Impact Rating      |         |         |       |   |
| Overall Rating/Score              | 1       | 2       | 3     | 4 |
| Student Growth 3.1                |         |         |       |   |
| Student Growth 3.2                |         |         |       |   |
| Student Growth 6.1                |         |         |       |   |
| Student Growth 6.2                |         |         |       |   |
| Student Growth 8.1                |         |         |       |   |
| Summative Rating                  |         |         |       |   |
| 5-12                              | 13-17   | 18-20   |       |   |
| Low                               | Average | High    |       |   |
| Final Summative Rating            |         |         |       |   |
| Distinguished                     | P*      | D       | D     |   |
| Proficient                        | P       | P       | P     |   |
| Basic                             | B       | B       | B     |   |
| Unsatisfactory                    | U       | U       | U     |   |
|                                   | Low     | Average | High  |   |

My signature below indicates that I have seen and have received a copy of this report. It does not necessarily indicate agreement with the findings:

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

\_\_\_\_\_  
Date

## Exhibit D

Focused Evaluation Form  
Criterion 3/6/8

\_\_\_\_\_  
*Title of Criterion*

Employee Name:

Year:

| Indicator<br>(Circle one criterion indicators or growth goals in each box)                                     | Unsatisfactory<br>1 | Basic<br>2 | Proficient<br>3 | Distinguished<br>4 | Formative<br>Evaluation<br>Score |
|--|---------------------|------------|-----------------|--------------------|----------------------------------|
| Criterion Indicator<br>(3.1, 6.1, or 8.1)  |                     |            |                 |                    |                                  |
| Criterion Indicator<br>(3.2, 6.2, or 8.2)  |                     |            |                 |                    |                                  |
| Criterion Indicator<br>(6.3 or 8.3)  |                     |            |                 |                    |                                  |
| Criterion Indicator: 8.4   |                     |            |                 |                    |                                  |
| Student Growth Goal<br>(3.1, 6.1, or 8.1)  |                     |            |                 |                    |                                  |
| Student Growth Goals<br>(3.2 or 6.2)   |                     |            |                 |                    |                                  |
| Final Summative Score<br>(either the score of the previous<br>comprehensive evaluation or 4,<br>Distinguished) |                     |            |                 |                    |                                  |

Comments:

My signature below indicates that I have seen and have received a copy of this report. It does not necessarily indicate agreement with the findings:

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

\_\_\_\_\_  
Date



Exhibit E

**Hood Canal School District****2020-2021 Calendar**

***\*There will be no early release on Wednesdays  
while the district is in remote learning.***



| August 2020 |         |    |    |    |    |    |
|-------------|---------|----|----|----|----|----|
| S           | M       | T  | W  | T  | F  | S  |
|             |         |    |    |    |    | 1  |
| 2           | 3       | 4  | 5  | 6  | 7  | 8  |
| 9           | 10      | 11 | 12 | 13 | 14 | 15 |
| 16          | 17      | 18 | 19 | 20 | 21 | 22 |
| 23<br>30    | 24<br>O | 25 | 26 | 27 | 28 | 29 |

| September 2020 (16) |    |    |    |    |    |    |
|---------------------|----|----|----|----|----|----|
| S                   | M  | T  | W  | T  | F  | S  |
|                     |    | O  | O  | O  | O  | 5  |
| 6                   | N  | O  |    | 10 | 11 | 12 |
| 13                  | 14 | 15 | PD | OH | 18 | 19 |
| 20                  | 21 | 22 | PD | 24 | 25 | 26 |
| 27                  | 28 | 29 | PD |    |    |    |

| October 2020 (22) |    |    |    |    |    |    |
|-------------------|----|----|----|----|----|----|
| S                 | M  | T  | W  | T  | F  | S  |
|                   |    |    |    | 1  | 2  | 3  |
| 4                 | 5  | 6  | PD | 8  | 9  | 10 |
| 11                | 12 | 13 | PD | 15 | 16 | 17 |
| 18                | 19 | 20 | PD | 22 | 23 | 24 |
| 25                | 26 | 27 | PD | 29 | 30 | 31 |

| November 2020 (18) |    |    |    |    |    |    |
|--------------------|----|----|----|----|----|----|
| S                  | M  | T  | W  | T  | F  | S  |
| 1                  | 2  | 3  | PD | 5  | 6  | 7  |
| 8                  | 9  | 10 | N  | 12 | 13 | 14 |
| 15                 | 16 | 17 | PD | 19 | 20 | 21 |
| 22                 | 23 | 24 |    | N  | N  | 28 |
| 29                 | 30 |    |    |    |    |    |

| December 2020 (14) |    |    |    |    |    |    |
|--------------------|----|----|----|----|----|----|
| S                  | M  | T  | W  | T  | F  | S  |
|                    |    | 1  | PD | 3  | 4  | 5  |
| 6                  | 7  | 8  | PD | 10 | 11 | 12 |
| 13                 | 14 | 15 | PD | 17 | 18 | 19 |
| 20                 | N  | N  | N  | N  | N  | 26 |
| 27                 | N  | N  | N  | N  |    |    |

| January 2021 (19) |    |    |    |    |    |    |
|-------------------|----|----|----|----|----|----|
| S                 | M  | T  | W  | T  | F  | S  |
|                   |    |    |    |    | N  | 2  |
| 3                 | 4  | 5  | PD | 7  | 8  | 9  |
| 10                | 11 | 12 | PD | 14 | 15 | 16 |
| 17                | N  | 19 | PD | 21 | 22 | 23 |
| 24<br>31          | 25 | 26 | PD | 28 | 29 | 30 |

| February 2021 (18) |    |    |    |    |    |    |
|--------------------|----|----|----|----|----|----|
| S                  | M  | T  | W  | T  | F  | S  |
|                    | 1  | 2  | PD | 4  | 5  | 6  |
| 7                  | 8  | 9  | PD | 11 | 12 | 13 |
| 14                 | N  | N  | PD | 18 | 19 | 20 |
| 21                 | 22 | 23 | PD | 25 | 26 | 27 |
| 28                 |    |    |    |    |    |    |

| March 2021 (23) |    |    |    |    |    |    |
|-----------------|----|----|----|----|----|----|
| S               | M  | T  | W  | T  | F  | S  |
|                 | 1  | 2  | PD | 4  | 5  | 6  |
| 7               | 8  | 9  | PD | 11 | 12 | 13 |
| 14              | 15 | 16 | PD | 18 | 19 | 20 |
| 21              | 22 | 23 | PD | 25 | 26 | 27 |
| 28              | 29 | C  | C  |    |    |    |

| April 2021 (17) |    |    |    |    |    |    |
|-----------------|----|----|----|----|----|----|
| S               | M  | T  | W  | T  | F  | S  |
|                 |    |    |    | C  | C  | 3  |
| 4               | N  | N  | N  | N  | N  | 10 |
| 11              | 12 | 13 | PD | 15 | 16 | 17 |
| 18              | 19 | 20 | PD | 22 | 23 | 24 |
| 25              | 26 | 27 | PD | 29 | 30 |    |

| May 2021 (19) |    |    |    |    |    |        |
|---------------|----|----|----|----|----|--------|
| S             | M  | T  | W  | T  | F  | S      |
| 2             | 3  | 4  | PD | 6  | 7  | 1<br>8 |
| 9             | 10 | 11 | PD | 13 | 14 | 15     |
| 16            | 17 | 18 | PD | 20 | 21 | 22     |
| 23            | 24 | 25 | PD | 27 | N  | 29     |
| 30            | N  |    |    |    |    |        |

| June 2021 (14) |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | T  | F  | S  |
|                |    | 1  | PD | 3  | 4  | 5  |
| 6              | 7  | 8  | PD | 10 | 11 | 12 |
| 13             | 14 | 15 | PD | 17 | 18 | 19 |
| 20             | 21 | 22 | 23 | 24 | 25 | 26 |
| 27             | 28 | 29 | 30 |    |    |    |

| July 2021 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    |    |    | 1  | 2  | 3  |
| 4         | 5  | 6  | 7  | 8  | 9  | 10 |
| 11        | 12 | 13 | 14 | 15 | 16 | 17 |
| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 | 31 |

|    |                                 |
|----|---------------------------------|
|    | First and Last Day for Students |
| N  | No School / Holiday             |
| PD | 1:30 Dismissal – Staff Training |
| C  | Noon Dismissal – Conferences    |
|    | Noon Dismissal                  |
| O  | Staff Orientation Day           |
| OH | Open House                      |
|    | End of Term Elementary K-5      |
|    | End of Term Middle School 6-8   |

Aug 31-Sept 4 Staff Orientation Day  
 Sept 9 First Day of School  
 Sept 17 Open House / Family Night  
 Nov 11 No School – Veteran's Day  
 Nov 25 Noon Dismissal  
 Nov 26-27 No School – Thanksgiving  
 Dec 21-Jan 1 No School – Winter Break  
 Jan 18 No School – Martin Luther King Jr. Day

Feb 15 No School – President's Day  
 Feb 16 No School – Snow Make Up Day  
 Mar 30-Apr 2 Noon Dismissal – Conferences  
 Apr 5-9 No School – Spring Break  
 May 28 No School – Snow Make Up Day  
 May 31 No School – Memorial Day  
 June 18 Last Day of School

Adopted May 28, 2020

Exhibit F

Form: COMPLAINT BY THE AGGRIEVED

Form Distribution: Immediate Supervisor  
Hood Canal School Education Association President  
Grievant

**COMPLAINT BY THE AGGRIEVED***(Type or Print)*

Grievant \_\_\_\_\_

Date of Formal  
Presentation \_\_\_\_\_

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

Telephone \_\_\_\_\_

\_\_\_\_\_

Subject Area or Grade \_\_\_\_\_

School \_\_\_\_\_

Years in School System \_\_\_\_\_

Immediate  
Supervisor \_\_\_\_\_Association  
Representative \_\_\_\_\_**STATEMENT OF GRIEVANCE:****RELIEF SOUGHT:**\_\_\_\_\_  
Signature of Grievant

Exhibit G

Form: DECISION OF PRINCIPAL/SUPERVISOR

Form Distribution: Immediate Supervisor  
Hood Canal School Education Association President  
Grievant

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## DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

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|                |  |
|----------------|--|
| Grievant _____ | Date of Formal Presentation _____              |
| School _____   | School Principal or Immediate Supervisor _____ |

### DECISION OF PRINCIPAL/SUPERVISOR AND REASONS THEREFORE:

|                           |  |
|---------------------------|--|
| _____<br>Date of Decision | _____<br>Signature of School Principal or Immediate Supervisor |
|---------------------------|--|

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### GRIEVANT'S RESPONSE:

\_\_\_\_\_ I accept the above decision.

\_\_\_\_\_ I hereby refer the above decision to the Superintendent for review.

Date of Response \_\_\_\_\_

Signature of Grievant \_\_\_\_\_

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Exhibit H

Form: DECISION OF SUPERINTENDENT

Form Distribution: Immediate Supervisor  
Hood Canal School Education Association President  
Grievant

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## DECISION OF SUPERINTENDENT

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*(To be completed by the Superintendent within 10 days after receipt of the grievance)*

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**Aggrieved**

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**Person** \_\_\_\_\_

|                            |                              |                              |
|----------------------------|------------------------------|------------------------------|
| <b>Date of Oral</b>        | <b>Date of Appeal</b>        | <b>Date of Hearing</b>       |
| <b>Presentation:</b> _____ | <b>Received by</b>           | <b>Held by</b>               |
|                            | <b>Superintendent:</b> _____ | <b>Superintendent:</b> _____ |

### DECISION OF SUPERINTENDENT OAND REASONS THEREFORE:

\_\_\_\_\_  
**Date of Decision**\_\_\_\_\_  
**Signature of Superintendent**

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