

Certificated Contract

2021-2022

2022-2023

**Harrington School District #204
Harrington Education Association**

HEA Bargaining Team

Michael Cronrath

Ryan Smedley

Taunya Sanford

HSD Bargaining Team

Darren Mattozzi

Mark Kramer

Wayne Massie

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PREAMBLE

THIS AGREEMENT is entered into this **30th day of June, 2021** by and between Harrington School District No. 204, Harrington, Lincoln County, Washington, and the Harrington Education Association.

ARTICLE 1 ADMINISTRATION

Section 1. Definition of Terms.

As used in this agreement, the following terms will have the following meanings unless the context in which they are used shall clearly indicate another meaning.

- A. "District" shall mean Harrington School District No. 204, Harrington, Lincoln County, Washington.
- B. "Board" shall mean the Board of Directors of Harrington School District No. 204 as the governing body of the "District."
- C. "Association" shall mean Harrington Education Association.
- D. "Employees" shall mean those employees for whom the Association is recognized as the exclusive bargaining agent.
- E. Words denoting gender shall be deemed to include both masculine and feminine and words denoting numbers shall be singular and plural unless the context in which they are used clearly indicates other usage was intended.
- F. "Short term substitute teacher" shall mean those employees who work less than or equal to twenty (20) consecutive days.
- G. "Day" shall mean any day when either of the two district office workers are scheduled to work.

Section 2. Recognition.

- A. The Board hereby recognizes the Harrington Education Association (HEA) as one of the two bargaining agents for all certified employees contracted by the Board of Directors.
- B. The Board agrees not to recognize any employee's organization as the bargaining agent for employees or to negotiate with such an organization on wages, hours, terms and conditions of employment during the duration of this Agreement unless such other organization is certified by the Public Employment Relations Commission as the exclusive bargaining agent for employees of the district.

Section 3. Status of Agreement.

- A. All wages, salary increases, and fringe benefits shall accrue as specified in Article XI, "Duration."
- B. Rules, regulations, policies and resolutions of the District which are not in conflict with the terms of this Agreement shall not be affected by the terms of this Agreement. The provisions of this Agreement shall be controlling in the event there are inconsistencies or conflicts with rules, regulations, policies, and resolutions of the District.
- C. This Agreement shall be governed and construed according to the Constitution and the laws of the State of Washington. If any provision of this Agreement is found to be contrary to law by tribunal of competent jurisdiction, the remaining provisions of this

Agreement shall continue in full force and effect and be binding upon the parties hereto. If any provision of this Agreement is held contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible, provided however, that the obligation of the parties to commence negotiations shall not preclude the Board from taking interim action in order to meet specific statutory time requirements.

D. Except as expressly provided herein, nothing contained in this Agreement shall be interpreted so as to reduce or otherwise diminish current individual salaries.

Section 4. Contract Compliance.

A. All personal service contracts and supplemental contracts shall be deemed consistent with the terms of this Agreement. In the event there are actual inconsistencies between such contracts and this Agreement, the terms of this Agreement shall be controlling. Provided, however, supplemental contracts are issued for one year only and shall be reissued based on the sole discretion of the Board.

B. If the Board issues personal service contracts prior to the execution of this Agreement or successor agreements, such contracts shall be accompanied with a contract rider which states that the contract shall be subject to the wages, hours, terms and conditions of employment in this Agreement or the applicable successor agreement.

Section 5. Distribution of Agreement.

The District shall print and make available to the Association sufficient copies of this Agreement so that each employee of the District may receive a copy. The Association shall have and assumes responsibility to distribute copies of said Agreement to the employees represented by the Association. Prior to printing or reproduction of this Agreement, a printer's proof or master copy shall be made available to the Association for proof reading.

ARTICLE 2 BUSINESS

Section 1. Dues Deduction.

A. During the term of this Agreement, the District agrees to deduct from the wages of each certificated employee who is a member of the Association, a sum certified by the Association each month as dues, provided that the District has received a written authorization on or before September 15th of each year from each such employee authorizing such deduction. The District agrees to forward the sum so deducted to the Association once each month and in accordance with the District disbursement procedures.

B. The Association agrees to provide the District with updated membership lists and dues schedules to reflect any changes arising during the term of this Agreement. The Association agrees to and will indemnify, defend and hold the District harmless against any suit instituted or against any claims made against the District and against any suit

instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amounts paid to it in error.

Section 2. Other Deductions.

The District agrees to deduct from the salary of the employees the following deductions:

- A.** Premiums for those insurance programs which have been approved by the Association and the Board;
- B.** Contributions for tax sheltered annuities which have been initially approved by the Board and the Association;
- C.** Credit Union deduction.

Such deductions shall be made upon receipt of written authorization from the employee who requires said deduction. The sums which are deducted will be forwarded in accordance with the written authorization on file with the District.

Section 3. Management Rights.

- A.** The management and conduct of the business of the District, including the employment, assignment, direction, and management of all employees of the District, are the exclusive right and responsibility of the Board of Directors of the District. Such rights shall not be exercised in a manner which is contrary to or in conflict with the express provisions of this Agreement.
- B.** In the exercise of its right of management, the District, through its Board of Directors, shall have the right to amend existing policies, rules, and regulations and to adopt new policies, rules and regulations necessary for the proper conduct of the business of the District, provided the same are not in conflict with the express provisions of this Agreement or the laws of the State of Washington.
- C.** It is further agreed that the District shall, through bulletins, faculty policy handbooks, or other effective means, make its rules, regulations, and policies known to the employees.

Section 4. Association Rights.

- A.** The Association shall have the right to use School District buildings and equipment for the purpose of having meetings and transacting business provided that such meetings or use of equipment do not interfere with the District educational program. The Association shall reimburse the District for any extra custodial costs and supply costs resulting from the use of such buildings or equipment. All meetings shall be held outside the regular teacher work day. Association meetings shall not conflict with other prescheduled meetings for the facilities requested, and shall be scheduled through the building administrator under the same procedure as applied to public and civic groups.
- B.** The Association shall have the right to post notices of Association activities and business in the faculty lounges available in the District, provided that such Association communications are identified as Association communications and initialed by the building representative posting the same. Notices not so identified may be removed by the building administrator.
- C.** The Association shall have the right to utilize and obtain copies of documents which are public records and which are required to be kept in the District records. Such availability shall be on written request of the Association through the District

Superintendent. The Association shall reimburse the District for the cost of reproduction, if any, at the prevailing rate. All documents and records shall be provided in a timely manner consistent with the District equipment and personnel.

D. The Association and its representatives shall have access to District buildings and certificated employees for the purpose of conducting Association business, provided that such access shall not be utilized in a manner which shall interfere with the District educational program, and shall not be utilized at times when personnel involved have teaching or other contractual assignments.

E. The Association may use teacher mail boxes located within school buildings, provided that such use does not interrupt or interfere with the utilization of those mail boxes by the District for official District business.

F. Orientation of Teachers. At the annual meeting of all teachers prior to the opening of school for students, the President of the Association or his designee shall have an opportunity to address the teachers

ARTICLE 3 PERSONNEL

Section 1. Employee Rights.

A. Employees shall have the rights to self-organization, to form, join and/or participate in collective bargaining through representatives of their own choosing. There shall be no discrimination against any employee by reason of his participation or lack thereof as a member of the Association, or his institution of any proceeding under this Agreement.

B. The parties to this Agreement agree that the terms of this Agreement shall be applied without regard to race, domicile, creed, religion, color, national origin, age, sex, marital status, or handicap, except as required by law.

Section 2. Due Process.

A. No employee shall be disciplined without just cause. The specific grounds forming the basis for any disciplinary action will be made available to the employee in writing within five (5) working days of a written request by the employee.

B. An employee shall be entitled to have a representative of the Association present during any disciplinary proceedings. When a request for such representation is made, no further conversations with the employee regarding the disciplinary action shall be taken until such representative of the Association is present. The District can proceed with any investigation from sources other than the employee without an Association representative being present.

C. Any complaint against an employee which is validated by the superintendent and/or principal will be called to the attention of the employee against whom the complaint is made within three (3) working days. The superintendent and/or his designee will then have up to ten (10) days, after informing the employee, to determine a course of action and communicate said course with employee.

Section 3. Personnel Files.

- A. Employees shall have the right to review their personnel file by making an appointment for such purpose through the District Superintendent. An employee shall have the right to have a person present at the review.
- B. Each employee shall have the right to review, initial, copy and attach his own comments to evaluations or other material made a part of his/her personnel file.
- C. Personnel files of employees are confidential. Personnel files shall be available for inspection only to the employee, and the employee's duly authorized representative, or superintendent, principal and business manager unless otherwise required under the provisions of the Washington Public Records Act or other applicable law.
- D. Upon written request of the employee the Superintendent or his designee shall verify the contents of the personnel file.
- E. In the event a disciplinary notice is filed in a teacher's personnel file, an employee may make a request in writing to the superintendent for removal of such material, provided that no incidents of the same nature have occurred (or reoccurred) within a succeeding two (2) year period, and further provided that such removal is within legal record keeping limits. Other non-disciplinary notices shall be purged from the teachers' personnel file, upon the teachers request every two (2) years. The exceptions to this paragraph shall be that all records regarding attempted or actual physical or sexual harm, and records reflecting foul language or anger acted out, confirmed through investigation, shall remain.

Section 4. Employment, Assignment and Transfer.

- A. The Board shall have the right to assign and transfer personnel of the District to meet the educational programs and needs of the District, subject to the terms of this Agreement.
- B. The Board will make every effort to assign employees to work in areas of their competence as determined by their educational background and professional experience. In the event it becomes necessary to assign an employee outside his area of competence, the District shall do so in consultation with the employee involved.
- C. The District shall notify an employee of any changes in the employee's curriculum for the ensuing school year as soon as this information is available.
- D. To assure that teachers are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, once the board approves a teacher's resignation, or creates a new position that requires the hiring of additional staff, the position must be publicized to the staff and Association through written notice (emailed to certificated staff with a hard copy posted in the staff room) within seven calendar days of the board's action. All certified job openings will be posted internally for a minimum of 5 work days. If the vacancy occurs during the summer months a job vacancy letter shall be mailed to all certificated staff. Internal applicants will provide a current resume and a brief letter of interest in the position.
- E. Internal applicants who are qualified (certified in the area of need) for open positions will be guaranteed an interview before the position is opened externally. An interview is not a promise or guarantee that an internal applicant will be offered the position. If district administration does not offer the position to a qualified internal applicant after an interview, then they will provide the applicant (within 7 days) a written letter of explanation as to why they were not selected.

F. Once a position is posted externally, internal applicants can apply for the position as well, even if they were rejected during the internal application process.

G. Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom) which will substitute on a full time basis, and/or replace a teacher in his/her assignment or employment.

H. In the event that a certificated employee is asked to "cover for another teacher" that certificated employee will be given as much advance notice as possible.

I. Pursuant to RCW 28A.400, a record check through the Washington State Patrol identification system is required before hiring an employee who regularly supervises students. The record check shall include a fingerprint check. The cost of such record check shall be paid for by the new employee.

Section 5. Student Discipline.

The District will support and uphold its employees in the maintenance of order and discipline, provided the employee's actions are in accordance with the guidelines of the State Board of Education, state law, and District policy. The Superintendent or his/her designee shall give prompt attention to all employees' requests with regard to disciplinary problems. The District shall make an effort to keep the employees informed of changes in District policies and shall call to the attention of the employees any changes in state or federal policies and guidelines of which the District is actually aware.

As contained in RCW 28A.600.020, any student who creates a disruption of the educational process while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional activity for all or any portion of the balance of the school day, or up to the following two (2) days, or until the principal or designee and the teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action.

- A. District administration shall, to the extent provided by law and consistent with District Policies, Procedures and Handbooks, support and uphold employees in their efforts to maintain discipline in the District and shall be responsive to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and wellbeing of students and employees is supported by the Board.
- B. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to address student discipline problems warranting administrator intervention.
- C. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and consistent with federal or state laws or regulations.

D. Every school will have and follow a school-wide discipline plan which aligns with School Board policy.

1. The building discipline plan must be reviewed at least once a year with all affected staff and updated if needed.
2. The discipline plan shall include:
 - a. A process for how students are managed when they are sent to the office.
 - b. A process, which includes staff, for addressing changes to the plan when needed.

E. Student Exclusion from a Class

1. Employees shall have the authority to exclude a disruptive and/or dangerous student from their classroom and instructional or activity area for all or any portion of the balance of the school days or up to the following two (2) days. In no event, without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) days, or until the principal or designee and the teacher have conferred, whichever occurs first.
2. "Classroom exclusion" means the exclusion of a student from a classroom or instructional or activity area for behavioral violations. Classroom exclusion does not include actions that result in missed instruction for a brief duration when:
 - a. A teacher, or other school personnel, attempts other forms of discipline to support the student in meeting behavioral expectations; and
 - b. The student remains under the supervision of the teacher or other school personnel during such brief duration.
3. Any teacher exclusion extending beyond one day will be deemed a suspension and appropriate student due process will attach.
4. Except in emergency situations, the teacher must attempt another form of corrective action.
5. It shall be the responsibility of the teacher to contact the excluded student's

parent(s) or guardian, unless the teacher requests otherwise. If more serious disciplinary action such as suspension results, as determined by the Principal or designee, the Principal or designee shall contact the parents.

6. Prior to the student being readmitted to class, the employee shall be informed about the resolution of the problem.
- F. In instances where it is determined that student behavior warranting suspension or expulsion from school has occurred while the student is under supervision of an employee, the employee shall provide details regarding the incident(s) necessitating discipline and shall receive a written response upon request by the employee as to the disposition of the matter.
- G. When requested by an employee, there shall be a meeting between the principal, or his/her designee, and the teacher prior to the return of a suspended student into that employee's classroom. The principal, upon the request of the employee, will make reasonable effort to have a parent/guardian attend that meeting. The provisions of this article apply only to the specific class or classroom where the behavior occurred leading to the suspension.
- H. Special education students may or may not be subject to emergency removal under the same conditions and circumstances as for non-special education students, depending upon whether or not the emergency removal constitutes a change in placement and whether the student's accommodations have been met. These students have unique disciplinary rules under State and Federal laws and regulations.
- I. The District will provide annual notification to employees concerning all applicable federal, state, and local laws, and District rules, regulations, and procedures pertaining to student discipline, to include student rights, teacher rights, due process, and the processing of student discipline. This information shall be provided as early as possible during the school year.
- J. Schools may have alternatives to "out-of-school suspension" as determined by the school-wide discipline plan.
- K. The parties agree that an individual student's status shall not be impacted by any Association or individual grievance.

Section 6. Position Share

Position Share shall be defined as the assignment of two staff members to one teaching position. It shall be the District's responsibility, as defined by Article II, Section 4 (Management Rights), to determine whether there will be position sharing in the District.

Employees desiring to share a position must submit such a request to the Superintendent, or designee, no later than May 1 of each school year. The district shall determine, in a timely manner, whether or not to honor the request. Reasons for the denial will be given upon request.

- A.** Placement on the Certified Compensation Schedule, benefits, Prep time, and leaves will be pro-rated on years of service, credits/clock hours, and individual contract percentage of a full time FTE.
- B.** Position share staff members will follow professional duties by attending professional and parent conferences, staff meetings shall be attended by one member of the Position Share Team, in-services, complete reports and school-community events (concerts and etc.).

ARTICLE 4 LEAVES

Section 1. Illness/Injury Leave.

- A.** A total of twelve (12) full working days per year, with pay, shall be allowed each full time employee as illness/injury leave in accordance with RCW 28A.400.300. Illness/injury leave may be taken in half-day increments. Such leave shall be understood to include the illness of the employee's minor children currently living at home.
- B.** In order to qualify for illness/injury leave, the employee should notify their immediate supervisor of his intended absence at least one (1) hour before the start of the work day unless the illness/ injury is precipitated during the employee's working hours.
- C.** An employee requesting illness/injury leave for a period exceeding three (3) days will provide a medical statement from an attending physician upon written request from the District.
- D.** At the end of each year, the District will provide each employee an accounting of his accumulated illness/injury leave.
- E.** An employee who has exhausted all illness/injury leave benefits

and yet remains unable to perform contract duties because of continued personal illness or disability, may request a leave of absence without pay for the remaining period of time of such disability as substantiated by a medical statement from an attending physician, not to exceed the balance of the school year.

F. An employee who is on extended leave as herein provided, shall notify the District of his/her intended date of return to work ten (10) days prior to his anticipated date of return to work, or by May 1, whichever is earlier.

G. Employee absence due to immediate family illness will be charged to employee's illness/injury leave. (1) Immediate family to be defined as spouse, parent, parent-in-law, sibling, child, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law or member of household.

H. Certificated employees may donate up to six (6) total days of illness/injury leave per year to another certificated employee or employees as long as the donor maintains a minimum balance of sixty (60) illness/injury days in accordance with RCW 28A.41.04 and 28A.400.380.

I. An employee who has accumulated in excess of sixty (60) days illness and injury leave shall be allowed in January of each year to buy back that amount over sixty (60) days earned in the previous year in accordance with RCW 28A.400.210.

Section 2. Maternity/Paternity Leave.

A. Maternity/paternity leave shall be granted in accordance with the State of Washington Human Rights Commission requirements for maternity/paternity leave.

B. A copy of the WAC 162.30.020 is on file in the building office.

C. Maternity/paternity leave, in excess of illness/injury leave will be approved upon request, but only for a reasonable length of time as suggested by the employee's own physician and dictated by state and federal Family Leave Act laws. Maternity/paternity leave in excess of illness/injury leave will be without pay.

Section 3. Jury Duty and Subpoena Leave.

A. Because of the uncertainty of the length of service required in the performance of jury duty, the Superintendent or individual affected may make a reasonable attempt to gain an exemption from jury duty for the employee so notified.

1. In the event that an exemption is not possible, leaves of absence with pay shall be granted for jury duty.
2. The employee shall notify the District when notification to serve on jury duty is received. Forms shall be provided by the District for this purpose.
3. Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay.

B. A leave of absence will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment, other employment, or other employer, or does not concern the employee's personal affairs.

1. No salary deduction shall be made from the employee's salary for such leave of absence. However, the employee shall reimburse the District in the amount of any compensation he received for honoring the subpoena.
2. The employee shall notify the District when notification to appear is received. Forms shall be provided by the District for this purpose.

Section 4. Military Leave.

Employees shall be granted military leaves of absence when required by law. The employee on military leave will receive no salary for the period of his absence, except as provided by statute, but shall retain all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

Section 5. Emergency Leave/Non-cumulative.

- A.** The superintendent may grant emergency leave to employees without salary deduction for bereavement because of a death of a loved one.
- B.** Emergency leave may be granted in the case of emergencies as defined in the following:
 - 1.** The problem must be of a serious nature such that preplanning is not possible, or where pre-planning could not relieve the necessity for the employee's absence (fire, robbery, natural disaster, etc.).
 - 2.** In order to qualify for emergency leave the employee should notify the immediate supervisor of his intended absence as soon as possible.
- C.** Such determination of emergency leave will be solely at the discretion of the Superintendent or his/her designee.

Section 6. Personal Leave

- A.** Each employee covered by this agreement shall be provided four (4) days of personal leave with pay per year based on the annual contract with employees working less than annual contract receiving a prorated amount of personal leave. Personal leave days may be accumulated to a total of six (6) days. Any employee wishing to use five (5) personal leave days consecutively must pay for the substitute teacher for two (2) of those days. Such leave may not be charged to sick leave. Personal leave is, as its name states, of a personal nature to the employee and is only subject to the availability of substitute teachers being acquired by the district.
- B.** The employee shall notify his/her supervisor at least 24 hours in advance before taking such leave.
- C.** Employees who do not utilize personal leave days during the school year will be reimbursed the current sub pay rate per day of unused personal leave. Such reimbursements will be made in the employee's June warrant.
- D.** Once the employee has utilized all personal days and his/her request for leave does not apply to any other leave provision (emergency, illness, etc); he/she may request additional leave which, if granted, will be without pay.

Section 7. Association Leave

The Association will be granted a maximum of four (4) days per year for Association business. This leave may include, but is not limited to, Uniserve activities, workshops, Representative Assembly and consultations. The Association will pay all substitute costs incurred.

Section 8. Leave of Absence

The Directors have the sole discretion and may grant a leave of absence to a certified teacher for one (1) year without pay. The employee will retain their time of service in the district. The teacher

returning to the district will be assigned to a position within the grade level (K-8 or 7-12) in which they are certified. An employee, on leave of absence from the district, will be subject to District/HEA Master Contract; Article V, Staff Reduction and Recall.

ARTICLE 5

STAFF REDUCTION/RECALL

Section 1. Seniority List.

By October 15th of each school year, the Board of Directors and administration will publish and distribute to all employees and the association a seniority list ranking each employee from the greatest to least seniority. The seniority list will be determined based on two criteria. The first will be the total number of years of successful teaching in the State of Washington. If there is a tie in Washington State experience, it will be broken by the total number of credits and clock hours earned past the bachelor's degree. In case a tie still exists, the greatest Harrington School District experience will help determine who will have the most seniority. If Washington State and Harrington District Experience and all credits/clocks hours are equal, the employee's total experience will determine who has the most seniority. If everything is still equal the individuals involved will draw lots to break the tie.

It shall be the responsibility of each employee to verify her/his seniority ranking and promptly report and dispute thereof in writing to the association and district. Each employee who, within 15 days of posting, fails to notify the association and the district that a dispute exists regarding her/his seniority ranking as posted, shall be presumed to have concurred with the seniority ranking ascribed to such employee on the posted list.

Section 2. Staff Reduction.

A. Prior to May 15 of each year the Board shall determine whether the District will maintain its educational programs and services substantially at the same level for the next school year. If the Board determines that there shall be a reduced or modified program, then the Board shall adopt a modified educational program and identify those employees who will be retained to implement such a modified program, and those employees, if any, whose contracts will not be renewed for the next school year. The Association will be notified of the Board's determination.

B. If the District adopts a modified or reduced educational program, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified or eliminated.

(1) The needs of the students, requirements for graduation, requirements for accreditation, minimum program requirements under state laws and regulations, together with consideration of other courses, not required, but a necessary part of their educational program, including but not limited to art, music, drama and sports.

(2) Where revenues are categorical and depend upon actual expenditure rather than budgeted amounts, effort will be made to maintain such programs, where reasonable, to the limit of the categorical support (e.g., vocational education, federally supported program).

- (3) Maintenance of pupil-teacher ratios at levels conducive to good learning climate. The severance of employees will be minimized to the extent practical.
- (4) Where reasonable and not categorically funded, a reduction of expenditures in capital outlay, supplies and materials, contractual services, and travel may be made in an effort to retain as much of the basic educational program as possible within the resources available.

C. After adopting a reduced educational program which will require reduction, modification or elimination of positions involving certificated staff, the certificated personnel required to implement the modified or reduced educational program or services shall be selected as hereinafter provided. The Board shall consider the background and qualifications of the staff in determining the teaching assignments needed to implement the reduced educational program.

- (1) In an effort to eliminate unnecessary nonrenewal or involuntary terminations, every reasonable effort will be made to ascertain the number of certificated positions which will be open as a result of (a) voluntary or mandatory retirements; (b) normal resignations; (c) other transfers; and (d) leaves of absence.
- (2) Certificated employees retained to implement the modified or reduced educational program as determined by the Board shall possess a valid Washington State certificate (including Standard Certificates or unendorsed continuing teachers) and endorsements, as required by WAC 180-16-221, to fill the position. Certified staff members will be divided into two (2) grade levels: K-8 and 7-12 as determined by the assigned present teaching position/contract.
- (3) In order for an employee to be qualified to fill a position in the reduced program, the employee must have a legal teaching certificate and endorsements allowing that individual to be assigned to a specific grade level and /or subject area. A certified employee in the Harrington School District must have successfully completed one (1) year teaching within the preceding five (5) years, in the particular area and in each subject included in the teaching assignment in order to apply outside of her/his grade level or subject area. If questions exist regarding prior experience, the employee shall be required to promptly furnish adequate documentation to the District to substantiate such experience.
- (4) When a modified educational program is adopted and when more than one person qualifies for a particular position under the above criteria, the employee with the greatest preparation shall be retained first. Preparation will be the first consideration for retention. Preparation will be credits/clock hours earned in the specific area of study that will complement the grade level and subject area of the teaching assignment. The teachers in question will provide documentation supporting the number of credits earned. Ability will be the second criteria to be used. Ability will be determined by the individuals' years of public school experience in the grade level and/or subject area.

D. All certificated persons who are not recommended for retention in accordance with these procedures, and who are given notice of non-renewal of contract, shall be placed in an employment "pool" for possible reemployment for a period of one (1) year. Employment pool personnel will be given the first opportunity to fill open positions within their qualifications under the guidelines herein before set forth.

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Members of the "pool" shall have first priority for substitute positions for which they are qualified.

E. When a vacancy occurs for which any person in the employment pool is qualified, notification from the School District to such individual will be made by certified mail or personal contact by the Superintendent or his designee. Such person will have ten (10) working (school) days from the date the letter was mailed to accept the position. If the person does not accept the position, they shall be removed from the pool.

F. During the period the employment pool is in effect certificated personnel within the employment pool may pay their total medical insurance premiums to the District, and in turn, the District will forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents will be included within the group medical insurance to the extent permitted by the insurance carrier.

G. Not with standing, the above Staff reduction and Recall language will not apply to Provisional Employees as defined by law.

ARTICLE 6

CONTRACTS/HOURS/COMPENSATION

Section 1. Employee Contracts.

A. Contracts with employees shall conform to state laws and regulations and be consistent with the terms and conditions of this Agreement. If any such contract is inconsistent or is in conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall be controlling during the term of this Agreement.

B. All employee supplemental contracts shall define the nature of the duties to be performed by the employee under such contract, and shall be consistent with the terms and conditions of this Agreement. Supplemental contracts may be terminated with cause by the Board at any time during the term of the supplemental contract. However, a decision not to reissue a supplemental contract shall be at the sole discretion of the Board. Any employee who wishes to grieve the termination with cause provision may do so through the collective bargaining agreement's grievance procedures. The issuance or refusal to issue a supplemental contract shall not be subject to the agreement's grievance procedures. In the event such supplemental contracts are inconsistent with or are in conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall be controlling during the term of this Agreement.

C. Employees' salary schedule is annexed as Appendix A. Supplemental salary schedule is annexed as Appendix B.

Section 2. Work Year.

A. The length of a certificated teacher contract shall be 180 days. Additionally, each teacher will be paid for three (3) days at per diem rate (as determined by a certificated member's placement on the current salary schedule divided by the number of days funded by the state.)

1. Employees must be present and sign-in for the PD to be paid.

2. 1.5 days for required PD at the beginning of the school year (prior to the first student day).
3. 1 day for school directed PD during the school year.
4. .5 days for district and/or school related duties. Documentation required for audit purposes.

B. Regular extended service contracts shall be calculated on the basis of the base salary divided by 180, and the resultant daily rate multiplied by the total number of additional days required under the extended service contract.

C. The annual school calendar shall be developed by the Board with input from the Association.

1. This input shall be given to the District by April 1. The input shall include appropriate dates for the calendar plus a listing of prioritized dates for snow make-up.
2. This input shall include early release days at the end of first and third quarter for elementary staff and an early release day at the end of first semester for secondary staff exclusively for preparation of grades.
3. After reviewing the input, the Board will set the calendar by the regularly scheduled May Directors' meeting.

Section 3. Placement on Salary Schedule.

A. All certificated employees employed by the District shall have current transcripts, valid Washington State credentials for the position for which hired as required by law. All such certificates, credentials and transcripts shall be delivered to the District office by September 15 of each school year if placement on the salary schedule is affected.

B. Initial Placement

- (1) To qualify for initial placement on the salary schedule (Appendix A), all certificated employees must file official transcripts of college credits in the office of the District Superintendent before individual contracts will be validated.
- (2) Placement in the appropriate column for educational attainment shall be determined by the number of college credits which have been earned, expressed in quarter hour credits (WAC 392-121-255) and/or clock hour credits. Ten (10) clock hours are equal to one (1) quarter credit hour (WAC 392-121-257).
- (3) Placement in the appropriate column for teaching experience shall be based upon full credit for all previous teaching experience (as defined in WAC 392-121) in K-12 or equivalent as established by credentials filed by the certificated employee with the office of the District Superintendent.

C. Placement General. The determining criteria for placement on the salary schedule with regard to both educational teaching experience and the appropriate column for educational attainment shall be the definitions outlined in the WAC 392-121.

D. The District shall provide the salaries as determined by the collective bargaining agreement based on the CIS Certificated Instructional Staff allocation from the state.

E. All courses for credit or clock hours which are recognized by the State of Washington will be used by the Harrington School District for salary advancement.

F. In accordance with WAC 392-121-261, total eligible credits for all employees whose highest degree is a Master's Degree are the total of academic credits in excess of forty-five (45) earned after the Bachelor's Degree and credits earned after the Master's Degree. Such provision for

placement of eligible employees shall be in operation as long as authorized by the Office of Superintendent of Public Instruction.

Section 4. Length of Work Day.

A. All employees may be assigned appropriate starting and dismissal times, providing their total work day shall not be longer than seven and one-half (7-1/2) consecutive hours, including a continuous thirty-minute duty-free lunch period. Employees shall be at their appropriate duty station not less than 15 minutes prior to the time the pupils normally arrive, and shall remain not less than thirty (30) minutes after the pupils leave. The length of the assigned work day shall be equivalent for all employees.

B. In an effort to afford the designated class period length and passing periods to the 7-12 students of Harrington School District, the school administration has established an 8:15 a.m. to 3:00 p.m. student day. Both the District and the Association agree that this schedule is in the best interest of the students.

Section 5. Preparation Time.

In recognition of the fact that professional educators need time to prepare adequately for their course load, the District will provide employees with a preparation period each day. Any staff member who is less than full-time will receive a prorated amount of preparation time based on the average prep time in the assigned grade level (K-6 and 7-12) and the individuals part time FTE. A staff member, that fills a guest teacher role at the request of an administrator, will be paid at the rate of \$25.00 per hour.

Section 6. Insurance.

A. Insurance benefits will be at the state allocated amount per eligible F.T.E. certificated employee participating in a Medical Insurance Program which has been determined by the state. Beginning January 1, 2020, SEBB (School Employees Benefit Board) operated by the Health Care Authority will offer insurance for all school employees as determined by the legislature. Benefits are determined by SEBB, not the school district.

B. A Dental Plan and Vision Plan is a required part of the SEBB health benefit.

C. Commencing January 1, 2020 employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements, unless the employee elects otherwise. The district shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance during periods of approved PFML leave. Employees shall be responsible to pay the amount set by the State for "employee premiums," while the District will be responsible to pay the amount set by the State for the remaining amount of the premium, and remitting total premiums as required by the Employment Security Department.

Section 7. Professional Growth and Development.

A. The Board of Directors believes it is the responsibility of its certificated staff to continue their professional growth and development. The Board of Directors recognize that professional growth and development are designed to increase certificated staff members'

subject matter knowledge and teaching skills with the primary purpose of professional growth and development being to improve the professional qualifications of the certificated staff which in turn should be of a direct benefit to the District and its students.

B. The Board of Directors and the Association consider professional growth and development to be a highly desirable activity for the District's certificated staff.

C. Because of the direct benefits that can be derived by the District and its students from certificated staff members' continued professional growth and development, the Board of Directors will allocate a total of \$2,000.00 (two thousand dollars) per year for professional growth and development activities of its certificated staff with the following stipulations and limitations:

- (1) The \$2,000.00 allocation will be divided into amounts not exceeding \$500.00 (five hundred dollar) per award. Up to a \$500.00 (five hundred dollar) grant will be given to full-time status recipients as defined below.
- (2) Each grant is designed to assist the prospective recipient with the cost of tuition while attending school or the cost of clock hour courses for professional growth and development.
- (3) An agreement must be signed by the recipient stating that he or she will return and teach in the District for one year after receiving a professional growth and development grant. If said recipient leaves the District and the above obligation is not fulfilled, the District is authorized to deduct the amount reimbursed for the grant from the recipient's final pay warrant.
- (4) In order to be considered for a professional growth and development grant, course work or clock hours to be taken must receive prior approval by the administration with accompanying rationale presented by the potential recipient that will clearly describe how the course work to be taken will benefit the District and the students taught by the prospective recipient.
- (5) In order to be reimbursed for a professional growth and development grant, the recipient of said grant must provide evidence of passing grades for the approved course work taken as shown on an official transcript. In the event that an official transcript is not possible, other evidence of attendance must be used.
- (6) A copy of the receipt for the actual school tuition payment or clock hour fee must be submitted to the District for reimbursement.
- (7) Should a staff member be the recipient of a professional growth and development grant for one year, that individual is not eligible for a professional growth and development grant the following year unless there is money left over in May of the following year.
- (8) Priority for professional growth and development grants will be given to those potential recipients that will be enrolled on a full-time basis. Full time is defined as the accredited college or university's definition of full-time when the individual applies for the grant.
- (9) Grants other than full-time can be awarded in any amount up to \$500.00. Reimbursement will be on the basis of at least \$50.00 per quarter hour, at least \$85.00 per semester hour and at least one-half the cost of the clock hour fee, but not to exceed the \$500.00 limit.

D. Professional growth grants that are not utilized during the summer may be carried forward for use during the following school year (September-May) on the same basis as outlined above with applications taken in September and if funds remain, taken again in December. The Superintendent will inform the certificated staff in writing of grants remaining during the

carryover period by September 15 of the following school year. All funds not utilized through this time period will not be carried forward into the subsequent summer program and will be returned to the district general fund.

E. All professional growth and development grant recipients will be determined by the administration with final approval of said recipients being made by the Board of Directors.

Section 9. In-service Activities.

A. The intent of this section is to implement the In-service Training Act (RCW 28A.415.040). In coordination with a team of a minimum of four (4), two elementary and two secondary teachers, chosen by the association and the Principal and Superintendent shall make a recommendation to the Board of Directors yearly regarding a maximum of three in-service activities to meet the needs of the entire certificated teaching staff. Such three in-service activities will be provided at district expense. The aforementioned committee will serve as the professional growth committee responsible for in-service activities which promote the overall professional growth of the certificated teaching staff. The committee will meet before the end of the school year to plan the proceeding year's in-service focus. The focus may change if needed based on the committee's involvement. The committee shall develop procedures for implementation and evaluation of the professional growth program in accordance with WAC 392-192.

B. All above activities shall be subject to final approval by the Board of Directors, shall not be construed to mean the addition of additional contract service days, and shall be subject to discontinuation by the Board of Directors upon their determination of the district's financial position.

Section 10. First Aid and Lifeguard Certificates.

The school district will reimburse employees for the cost of lifeguard certification and Commercial Drivers' License for bus driving. Staff members will provide the district a Drivers Abstract and First Aid Card before transporting students to curricular and extra-curricular activities in district owned vehicles.

Section 11. Master's Degree Incentive Program.

Staff members who have completed a Master's Degree program in their teaching field or in a school related curricular program shall receive a \$600.00 annual payment during the month of November for recognition of extended learning.

Section 12. Mentor Program.

The research on beginning teachers has focused on their concerns with classroom management, student discipline, time management, motivating students, developing relationships and coping with heavy work loads. To help alleviate these concerns, the District and Association will work together to offer a mentor program to all first-year teachers. This program will be state-funded or locally developed. The locally developed program will be subject to available funding on the part of both the District and the Association. Elimination of the program will only be done by mutual consent of both parties.

Section 13. - Release from Contract

A. A teacher under contract shall be released from the obligations of the contract under the following conditions:

(1) A release from contract shall be granted provided a written letter of resignation is received and acknowledged by the administration on or before August 1.

(2) A release from contract shall be granted after August 1 only if a satisfactory replacement is available.

(3) The District will determine a satisfactory replacement by August 10.

A release from contract may be granted in case of illness, injury or other personal matters which make it impossible for the teacher to continue teaching in the District.

Section 14. Technology Training

Certified staff members can seek reimbursement for professional development classes in educational technology (programs, hardware training, etc.) with pre-approval from district administration. They can request up to 20 hours of time at a rate of \$25 per hour per year.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. Definitions.

A. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

B. A "grievance" shall mean a claim by a grievant that a dispute exists involving the interpretation or application of the terms of this Agreement.

Section 2. Grievance Principles and Rights.

A. Every employee and the Association shall have the right to present grievances as herein defined in accordance with the procedures herein set forth.

B. The submission of a grievance or grievances hereunder shall be limited to those grievances arising out of or involving the interpretation or application of the express terms of this Agreement, provided however, that the following matters shall not be subject to grievance procedures:

1. Matters relating to notices of discharge.
2. Matters relating to notices of non-renewal.
3. Matters relating to notices of adverse affect of contract.
4. Matters relating to notices of staff reduction and recall.

C. All grievances shall be submitted on forms provided by the District, or on a similar form, and shall contain not less than the following information:

1. The party to whom the grievance is addressed.
2. The grievant's name, address and home telephone number.
3. The grievant's position with the District.
4. A description of the procedures which have previously been taken by the grievant.
5. A specific identification of that portion of the contract involved in the grievance and a clear statement of the facts which give rise to the grievance.
6. The relief which the grievant is seeking.

7. The grievance must be signed by the grievant.

D. Any grievant who shall not timely file or pursue a grievance in accordance with these procedures or within the time limit specified, waives the right to pursue such a grievance and will be barred from pursuing or further appeal of such grievance.

However, the time limit may be extended by mutual agreement.

E. After a grievant timely files a grievance following the procedures outlined in Section 3A, and if the administrator required to take action does not take action within the required time, then the grievance will be deemed resolved in accordance with the relief requested by the grievant. If the grievant does not follow the procedures in Section 3A, the grievance will be deemed denied. However, the grievant may re-file the grievance, time permitting within the original timeline, following the correct procedures.

F. No individual who participates in a grievance procedure as a grievant or otherwise shall be subject to discipline or reprisal because of any such participation.

G. Any party covered by this grievance procedure has the right to pursue his grievance with or without representation.

H. Nothing in this grievance procedure agreement shall be construed to prevent any individual from discussing a problem with the administration, or having it adjusted without representation of the Association, provided that as to any grievance as defined herein the Association shall be notified in writing of the disposition. If a grievant is not represented by the Association, the Association shall have the right to be present and to state the Association's views at all stages of the grievance procedure.

I. If any employee and/or his/her representative is required to attend any meeting, hearing, appeal or other proceeding relative to the adjustment of a grievance, the employee and/or his/her representative shall be released from his/her assignment for the time necessary without loss of pay or other penalty.

J. The District and the Association will cooperate with each other in the investigation of any grievance, and will furnish pertinent information as requested for the processing of any grievance.

K. When the Association is filing a grievance rather than an individual grievant, then the Association shall file the grievance at Step Two.

L. All grievance files shall be maintained in a separate file from the employee's individual personnel file.

Section 3. Procedures.

A. First Step. It is mutually agreed that it is desirable for an employee and his immediate supervisor to make an effort to resolve problems through informal communications. If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with the immediate supervisor, and shall file a copy with the office of the Superintendent and with each Board member. The written grievance must be filed within twenty (20) days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis of the grievance. The supervisor having authority to render a decision on the grievance shall make his decision and communicate it in writing to the grievant and the Superintendent within ten (10) days of receipt of the grievance.

B. Second Step. If the decision reached in the First Step does not satisfactorily resolve the grievance, the grievant may file an appeal for that decision with the school

board and an outside, mutually-agreed upon 3rd party (superintendent outside of school district) within five (5) days. The appeal should contain the original grievance and decision at the First Step. Within five (5) days after filing the appeal, the grievant, the 3rd party and school board Chairman and Vice Chairman shall meet to solve the grievance. The Superintendent or his designee shall render his decision in writing within five (5) days of the last meeting of the parties and deliver it to all parties in interest.

C. Third Step. If the decision reached in step 2 does not satisfactorily resolve the grievance, the grievant may submit his grievance to the complete board for board hearing provide he/she has submitted a written request for a board hearing within ten (10) days of the decision in step two. Within twenty (20) days after receiving a request for a board hearing, the board shall hold a hearing and render a decision.

D. Fourth Step. Binding Arbitration. If no satisfactory resolution of the grievance is reached at the Second Step, or if the Superintendent or his designee has not provided a written decision within the time limits prescribed in Step Two, the grievant may request within five (5) days in writing that the Association submit his grievance to binding arbitration. The Association shall exercise its right to proceed to arbitration by giving written notice to the Superintendent within ten (10) days after receipt of the request from the grievant for binding arbitration. Within ten (10) days after the Association requests in writing to submit the grievance to binding arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to so serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten-day (10) period, a request for a list of arbitrators may be made to the American Arbitration Association by either party or jointly. After such a request has been made, the selection of the arbitrator and the conduct of the proceedings thereafter shall be pursuant to the Voluntary Rules of the American Arbitration Association. The arbitrator selected will confer with the Board and the grievant or their representatives and hold a hearing promptly and will issue his decision in writing not later than twenty (20) days from the date of the close of the hearings or from the date the final statement and briefs are submitted. The arbitrator's decision shall be final and binding on both parties. The expense of the arbitrator and hearing room shall be borne equally by the Board and the Association. All other costs will be borne by the party incurring them. If the subject matter of the grievance is based upon an employee's evaluation report and/or an employee's probation status resulting there from, the arbitrator shall limit the evidence, his findings and decision, to a determination as to whether or not the administrator or evaluator has followed the adopted evaluation procedure and criteria in reaching his conclusion.

Section 4. Adverse Action.

The parties agree that there shall be no strike or other economic action by employees covered by this Agreement or by the Association, nor shall there be any lockout or other economic action by the District, while this Agreement is in effect over any dispute which arises out of the interpretation or application of this agreement, or an alleged violation of the terms of this Agreement.

Section 5. Election of Remedies

Matters relating to discharge, non-renewal, or adverse affect of employees and which have an alternative form of resolution (Superior Court, Human Rights Commission, PERC, OCR, Hearing Officers, etc.) may be utilized by an employee in place of grievance/arbitration, but in no case will grievance/arbitration be allowed or utilized in addition to alternative remedies such as those listed above.

ARTICLE 8 EVALUATIONS

Section 1. General.

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in WAC 392-191A-050:

- (1) To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
- (2) To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, needs to improve his/her performance.
- (3) To assist classroom teachers who have identified areas needing improvement, in making those improvements.

Section 2 - Qualifications of Evaluators

The term "**Evaluator**" shall mean the building principal of the employee being evaluated. Principals and 9901administrators who have evaluation responsibilities will engage in professional development designed to implement the evaluation system and maximize rater agreement. RCW 28A.405.120. Evaluations shall be made by the Principal or his/her administrative designee. Any Principal charged with the responsibility of evaluations of employees may request other certificated persons to assist in the observation and evaluation process, provided that no member of the bargaining unit shall be required to evaluate any other member of the bargaining unit.

Section 3 - Timelines

Employees shall be evaluated during each school year in accordance with the procedures and criteria hereinafter set forth. Every such employee, other than a provisional employee (as defined in RCW 28A.405.220), whose work is determined to be unsatisfactory based upon the evaluation criteria herein set forth shall be placed on probation status no later than February 1 and shall be given until May 1 to demonstrate improvement in areas of deficiency established pursuant to evaluation.

Section 4 - Definitions

1. The term **"Artifacts"** shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.
2. The term **"Evidence"** shall mean any artifact used as part of the evaluation.
3. The term **"Classroom Teacher"** shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades.
4. The term **"Component"** shall mean the sub-section of each criterion.
5. The term **"Instructional Framework"** means the Marzano Teacher Evaluation Model adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100. The parties will incorporate the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
6. The term **"Evaluation"** shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness
7. The term **"Evaluation Criteria"** shall mean the minimum eight (8) evaluation criteria for classroom teachers specified in WAC 392-191-006.
8. The term **"Evaluation Report"** shall mean that document which becomes a part of the employee's personnel file.
9. The term **"Not Satisfactory"** shall mean:

(a) Provisional Teachers and Teachers with five (5) years or less teaching experience in the State of Washington:

- Receiving a summative score of one (1) is not considered satisfactory performance.

(b) Continuing Contract Teachers with more than five (5) years teaching experience in the State of Washington.

- Receiving a summative score of Unsatisfactory (1) is not considered satisfactory performance.
- Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.

10. The term **"Observation"** shall mean the gathering of evidence made through classroom or worksite visits for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model.
11. The term **"Informal Observation"** shall mean a documented observation that is not required to be pre-scheduled.
12. The term **"Rubrics"** shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
13. The term **"Scoring Band"** shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

Level 1	Unsatisfactory
Level 2	Basic
Level 3	Proficient
Level 4	Distinguished

14. The term **"Student Growth"** shall mean the growth in subject-matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.
15. The term **"Student Growth Data"** shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school. Student growth data may also include the teacher's performance as a member of the overall instructional team of a school.
16. The term **"Summative Performance Ratings"** shall mean the four performance levels applied using the four-level rating system:

Level 1	Unsatisfactory
Level 2	Basic
Level 3	Proficient
Level 4	Distinguished

Section 5 - Evaluation Procedures.

A. Notification

Within the first ten (10) days of each school year, or, in the case of new employees hired after the beginning of the school year, within ten (10) days of hire, the teacher will be notified whether the teacher will be evaluated using a comprehensive or focused evaluation form. Where appropriate, evaluators may use group meetings for this purpose.

B. Teacher Self-Assessment

All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals.

C. Comprehensive Evaluation Option

A comprehensive evaluation will be required for all teachers who are provisional employees or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every four years.

(1) Professional Goals – Comprehensive Evaluation

Teachers on a comprehensive evaluation will develop professional goals and timelines, monitor his or her progress, and will make adaptations as needed. The plan will be guided by the self-assessment or the prior year's comprehensive evaluation and must include the two (2) student growth goals (3.1 and 6.1) and one (1) instructional goal. The evaluator and employee shall mutually agree on the employee's professional growth and development plan and goals for the year.

(2) Pre-Observation Conference -Formal Observation

A pre-observation conference shall be held prior to a formal observation or series of observations. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation(s), and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

D. Formal Observations

(1)The first of at least two (2) pre-arranged formal observations for each employee shall be conducted within the first ninety (90) calendar days for provisional employees or by February 1st for non-provisional employees on comprehensive evaluation. The total annual observation time cannot be less than sixty (60) minutes.

(2)Employees in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time for the school year of no less than ninety (90) minutes.

(3)If mutually agreed upon, the second thirty (30) minutes of required observation may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.

(4)The evaluator will provide a written summary and provide a copy to the employee within three (3) days following the completion of said summary.

(5)The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference and be used to determine the final evaluation score.

(6)The final formal observation shall occur prior to May 1st.

E. Post-Observation Conference -Formal Observation

The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance. A post-observation conference shall be held following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one post-observation conference will be required for that series of observations. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.

F. Required Evaluations.

- (1) All employees newly employed by the District shall be observed within the first ninety (90) calendar days after the commencement of their employment.
- (2) All employees, including new employees, shall be evaluated annually. Such evaluations shall be completed not later than June 1 of the year in which the evaluation takes place.
- (3) If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- (4) If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date, unless the employee and administrator involved agree otherwise.
- (5) If an employee misses two consecutive weeks of school during the school year, an evaluation covering the school year prior to the absence shall be completed within two additional weeks, unless the employee and administrator agree otherwise.
- (6) At any time after October 15, an employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.

G. Other Evaluations.

- (1) Informal Observations - An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
- (2) Informal observations do not have to be in the classroom. They could include staff meetings, parent-teacher communication, conferences, school activities, etc.
- (3) If the evidence is to be used in the evaluation process, the teacher will be notified in writing.

H. Final Summative Evaluation Conference

- (1) Prior to June 1st the evaluator and teacher shall meet to discuss the teacher's final summative score.
- (2) Any student growth evidence must be submitted to the evaluator prior to the final evaluation. Any other evidence must be submitted to the evaluator by May 1st unless the evaluator and teacher mutually agree to a later date. All

evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

(3)The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final evaluation report as well within 5 days of the Final Summative Evaluation Conference.

I. Comprehensive Evaluation Summative Score

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher's criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components. The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follows:

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

J. 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 SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below.

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.

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

K. Impact of Low Student Growth Score

A student growth score of "1" in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) 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.

L. Student Growth Inquiry

Within two months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps:

- (1) The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided.
- (2) If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or the extent to which standards, curricula, and assessments are aligned.
- (3) If after the above two examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development

plan to address student growth areas, a copy of which will be given to the teacher. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement and progress, and/or best practices related to student growth data collection and interpretation.

M. Focused Evaluation Process

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

Teachers on a focused evaluation may select from any of the eight (8) state criteria unless:

- (1) The teacher received less than a proficient rating on criteria 1, 2, or 5 on the previous year's evaluation, or
- (2) The teacher has not yet been evaluated on the comprehensive form.

If a teacher fits the description in A or B above, the focused evaluation will be on a selected criterion from Domain 1 to be approved by the teacher's evaluator. The criterion may have been identified in the self-assessment or a previous comprehensive evaluation as benefiting from additional attention.

Teachers on a focused evaluation will develop a written professional goals and timelines, and will monitor his or her progress, and make adaptations as needed. The plan will be guided by the self-assessment or the prior year's comprehensive evaluation must include a total of three (3) goals, two (2) of which must focus on the criterion that is being evaluated. The third goal must be a student growth goal focusing on SG.3.1 or SG.6.1. If criterion 3 or 6 is selected for evaluation, the student growth goal from the selected criterion must be used. The evaluator and employee shall mutually agree on the employee's professional goals for the year

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur prior to February 1st. A change to comprehensive evaluation must be preceded by at least one (1) meeting to discuss the need to change, an opportunity for response and the decision.

- Observation

Classroom teachers will be observed for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties.

The total observation time for the school year will be no less than sixty (60) minutes for classroom teachers on the focused evaluation option.

One of the required observations will be a formal observation, including a pre and post conference as outlined in the Comprehensive Evaluation Process listed above in section 4.E. number 3.

The second required observation may be an informal observation as outlined in the Comprehensive Evaluation Process listed above in section 4.E., number 5.

- **Final Summative Score: Focused Evaluation**

The score received for the selected criterion is the score assigned as the final summative score.

If the teacher is focusing on criterion one (1), two (2), five (5), or eight (8), a minimum of four (4) components must be scored in the criteria that have been selected for evaluation. The two (2) components for student growth will be included in the final summative score for the focused evaluation. A minimum of six (6) components will be scored in a focus evaluation year for criterion one (1), two (2), five (5), or eight (8).

If criterion six (6) is selected for the focused evaluation, all three (3) components must be scored plus the two (2) components for student growth will be included in the final summative score for the focused evaluation. A minimum of five (5) components will be scored in the focus evaluation year for criterion six (6).

If criterion three (3), four (4), or seven (7) is selected for the focused evaluation, all of the components must be scored plus the two (2) components for student growth will be included in the final summative score for the focused evaluation. A minimum of four (4) components will be scored in the focused evaluation year for criterion three (3), four (4), or seven (7).

The following scoring band will be used to determine the overall summative score for the focused evaluation:

	Unsatisfactory	Basic	Proficient	Distinguished
6 components	6-8	9-14	15-20	21-24
5 components	5-7	8-12	13-17	18-20
4 components	4-5	6-9	10-13	14-16

A group of teachers may focus on the same evaluation criterion and share professional growth activities. The teacher(s) should initiate this collaboration and no individual shall be required to work on a shared goal.

N. Provisional Employees

(1) Definition: The term "Provisional Employee" shall mean any employee in a teaching or other nonsupervisory certificated position. Provisional employees shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the employee

has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the employee has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level two (2) rating. This shall include any employee who is re-employed with the District after a break in service.

(2) **Evaluation Option:** Provisional Employees shall be evaluated on a comprehensive evaluation in accordance with provisions listed in section 5.E. Comprehensive Evaluation Option.

(3) **Ninety (90) day Observation:** Provisional employees shall be observed for thirty (30) minutes in the first ninety (90) calendar days.

(4) **Additional Observations:** In the third year of provisional status, employees shall be observed for a minimum of ninety (90) minutes during the evaluation year.

O. Probation

(1) **Notice:** At any time after October 15th an employee whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than February 1st of the academic year. The notice to the employee shall be signed by the Superintendent/Designee.

(2) **Not Satisfactory:** Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative core of one (1) are considered not satisfactory. Continuing contract teachers with five (5) or more years of teaching experience in the State of Washington receiving a summative score of two (2) for two years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.

(3) Teachers may only be placed on probation from the Comprehensive Evaluation Process.

(4) **Probationary Period:** A probationary period of sixty (60) school days shall be established.

(5) 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 1st of the same school year.

(6) **Purpose:** The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.200.

(7) **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator

not authorize an additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.

(8) An employee on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

(9) **Removal:** The employee must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five or fewer years of experience or of Level 3 or above for a continuing contract employee with more than five years of experience. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 15.

(10) **Failure to Improve:** If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405.300.

(11) Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified above, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

(12) **Procedural Errors:** If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

(13) **Not Applicable to Provisional Employees:** The probation requirements contained in this section do not apply to provisional employees.

P. Use of Evaluation Results

Evaluation results shall be private and confidential and shall be used:

- (1) **To Document Satisfactory Performance:** To document the satisfactory performance by an employee of his/her assigned duties;
- (2) **To Identify Areas for Professional Growth:** To identify area(s) for professional growth according to the criteria included on the evaluation instrument;

- (3) To Document Unsatisfactory Performance: To document performance by an employee judged unsatisfactory, based on the adopted evaluation criteria

ARTICLE 9 TEACHER FACILITIES

Each building shall have the following facilities and equipment for the use of teachers in that building:

- (1) Adequate space in each classroom to safely store instructional materials and supplies;
- (2) A work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- (3) A furnished faculty lounge separate from any work area;
- (4) A serviceable desk and chair and a filing cabinet in each classroom.

ARTICLE 10 CLASSROOM VISITATION

To provide patrons of the District the opportunity to visit the classrooms with the least interruption to the teaching process, all visitors to a school and/or classroom shall obtain the approval of the Principal, and if the visit is to a classroom, the time will be arranged after the Principal has conferred with the teacher. The teacher shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

ARTICLE 11 TERM AND RATIFICATION

Section 1.

This Agreement shall be effective **September 1, 2021 and shall continue in effect until August 31, 2023**. During said period of time, this Agreement shall accrue beginning with the effective date of this Agreement.

Section 2.

The parties acknowledge that the understandings and agreements arrived at by the parties with respect to wages, hours, terms and conditions of employment, are set forth in this Agreement. Modifications of this Agreement, matters of common concern, wages, hours, terms and conditions of employment, may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement by both parties. The District shall not adopt any policy affecting wages, hours, terms, or conditions of employment without negotiating with the Association.

- A. Professional Development monies for reimbursement (\$25/hour for up to 20 hours) will not begin until 08/01/2021.

Section 3.

This Agreement shall continue in effect during the entire term of this Agreement, provided however, that upon receipt of written notice given by the Association to the District not later than June 1 of each year hereafter, the parties hereto agree to commence negotiations on adjustment in the salary schedules and insurance benefits for employees.

Executed this 30th day of June, 2021, by the undersigned officers by the authority of an on behalf of the Board of Directors of Harrington School District 204 and the Harrington Education Association.

HARRINGTON SCHOOL DISTRICT 204

by _____
Chairman of the Board

Attest: _____
Secretary of the Board

HARRINGTON EDUCATION ASSOCIATION

by _____
President., HEA

Attest: _____

**APPENDIX A
HARRINGTON SCHOOL DISTRICT
GRIEVANCE FORM**

Grievance # _____

GRIEVANCE REPORT

Distribution:

Superintendent (1 copy)

Principal (2 copies)

Association (1 copy)

Teacher (1 copy)

Name of Grievant: _____ Date Filed: _____

STEP I

A. Date grievance occurred: _____

B. Summary

1. Statement of grievance:

2. Article, section, page, paragraph and sentence of this agreement that are being grieved:

3. Relief sought:

Signature *Date Delivered*

C. Disposition by Principal:

Signature of Principal *Date*

D. Position of Grievant and/or Association:

Signature *Date*

STEP II

A. Date received by Superintendent: _____

B. Disposition of Superintendent:

Signature of Arbitrator *Date*

STEP III

C. Date submitted to arbitration: _____

D. Disposition and award of Arbitrator:

Signature of Arbitrator

Date

(alternative) STEP III

A. Date submitted to School Board: _____

B. Disposition by School Board:

Signature of Board Chair

Date

**APPENDIX B
HARRINGTON SCHOOL DISTRICT
EXTRACURRICULAR/EXTENDED CONTRACT
SALARY SCHEDULE**

POSITION	COMPENSATION			
Band/Choir Director** <i>(music teacher)</i>	0 Years	1 Year	2 Years	3 years
	\$2,314	\$2,572	\$2,829	\$3,086
	4 years	5 years		
	\$3,343	\$3,600		
FBLA** <i>(business/tech teacher)</i>	4% of base teacher salary <i>(0 years/BA + 0)</i>			
FFA** <i>(ag/shop teacher)</i>	25 additional per diem days <i>(based on current ag. teacher's salary)</i>			
Student Services Director** <i>(SPED/Title I/LAP teacher)</i>	0 Years	1 Year	2 years	3 years
	\$3,500	\$3,600	\$3,800	\$3,900
	4 Years	5 Years		
	\$4,000	\$4,200		
Senior Class Advisor*	\$800/year			
Junior Class Advisor*	\$500/year			
Sophomore Class Advisor*	\$300/year			
Freshman Class Advisor*	\$300/year			
Middle School Advisor*	\$300/year			
National Honor Society*	\$200/year			
Knowledge Bowl Advisor*	\$400/year			
Principal Designee*	\$800/year			
ASB Advisor*	\$2,000/year			
Pool Coordinator*	\$2,000/year			
Assessment Coordinator*	\$5,500/year			
Yearbook Advisor**	\$325/year			

* A stipend is considered an "EXTRACURRICULAR CONTRACT" if it is not tied to a specific teaching position. These are assigned by teacher interest/administrator approval.

** A stipend is considered an "EXTENDED SERVICE CONTRACT" if it is tied to a specific teaching position and is a direct extension of what is being taught in the classroom.

**Table Of Total Base Salaries For Certificated Instructional Staff
Harrington School District For School Year 2021-2022**

*** Education Experience ***

Years of Service	2021 IPD Increase 2.0%						180 Days
	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90/ MA</u>	<u>MA+45</u>	<u>MA +90/PhD</u>
0	44,775	46,118	47,502	48,927	50,394	51,906	53,464
1	46,118	47,502	48,927	50,394	51,906	53,464	55,067
2	47,502	48,927	50,394	51,906	53,464	55,067	56,720
3	48,927	50,394	51,906	53,464	55,067	56,720	58,422
4	50,394	51,906	53,464	55,067	56,720	58,422	60,174
5	51,906	53,464	55,067	56,720	58,422	60,174	61,979
6	53,464	55,067	56,720	58,422	60,174	61,979	63,838
7	55,067	56,720	58,422	60,174	61,979	63,838	65,753
8	56,720	58,422	60,174	61,979	63,838	65,753	67,726
9		60,174	61,979	63,838	65,753	67,726	69,758
10			63,838	65,753	67,726	69,758	71,850
11				67,726	69,758	71,850	74,006
12				69,758	71,850	74,006	76,227
13				71,850	74,006	76,227	78,513
14				74,006	76,227	78,513	80,868
15				76,227	78,513	80,868	83,294
16 or more				78,513	80,868	83,294	85,793

