

COLLECTIVE BARGAINING AGREEMENT

between the

SHORELINE SCHOOL DISTRICT NO. 412

and the

SHORELINE EDUCATION ASSOCIATION

September 1, 2015 – August 31, 2018

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1 **PREAMBLE**

2 The Shoreline School Board and the Shoreline Education Association recognize and declare that
3 providing quality education for the children of Shoreline School District is their mutual goal, and
4 that the highest quality educational standards and services are interdependent upon the quality
5 and morale of the certificated personnel of the District.

6 The Collective Bargaining Agreement is entered into by and between the Shoreline School
7 District No. 412, hereinafter called the "District" and the Shoreline Education Association,
8 hereinafter called the "Association", in accordance with the Educational Employment Relations
9 Act, RCW 41.59, with respect to hours, wages, terms, and conditions of employment.

10 **1.0 RECOGNITION**

11 1.1 The District recognizes the Shoreline Education Association as the exclusive
12 bargaining representative for all certificated teachers, certificated support
13 personnel, and substitutes in certificated positions under contract or on leave. The
14 bargaining unit shall consist of the following:

15 1.1.1 All full and/or part-time contracted certificated teachers, librarians,
16 counselors, psychologists, social workers, speech and language
17 pathologists, occupational therapists, physical therapists, nurses, and
18 substitutes in certificated positions.

19 1.1.2 All certificated persons to be hired for any instructional, remedial, or
20 enrichment program shall be contracted and covered by the provisions of
21 the bargaining agreement.

22 1.1.3 Substitutes in certificated positions are covered by the provisions of the
23 Substitute Addendum.

24 **2.0 STATUS OF THE AGREEMENT - WAIVERS**

25 2.1 This Agreement shall become effective when ratified by the Association and
26 adopted by the Board and executed by authorized representatives thereof and may
27 be amended or modified only with mutual consent of the parties.

28 2.2 This Agreement shall supersede any rules, regulations, policies, or practices of the
29 District which shall be contrary to or inconsistent with its terms. This Agreement
30 shall have supremacy over all individual contracts.

31 2.3 The Association or District, or an employee, building staff, or administrator may
32 file a request for a waiver of any provision of this contract. Waiver requests shall
33 be submitted in writing to both the Association President and the District
34 administrator responsible for Human Resources, and shall state the section(s) to
35 be waived, the proposed duration of the waiver, and the person(s) to whom the
36 waiver would apply. Either the District or Association may ask for additional
37 information from the party requesting the waiver prior to approving or denying

the waiver. The District and Association shall each approve or deny a request for a waiver within thirty (30) calendar days of receipt of the request. Waivers approved by both the Association and the District shall be recorded in writing, signed by representatives of both parties, and state the section(s) to be waived, the duration of the waiver, and the person(s) to whom the waiver shall apply. Denials of waivers shall be accompanied by a written explanation.

2.4 In order to conserve resources, the parties agree that notices and publications required by Section 24.2 may be published or delivered electronically. The parties will continue to work toward identifying other documents which may also be published or distributed electronically.

2.5 The District and Association agree that new non-traditional educational programs may present unique circumstances that may or may not fit within the shared expectations of the parties when this Agreement was bargained and ratified. Either party may initiate negotiations regarding the implementation of any or all of the provisions of this Agreement prior to the start of any new non-traditional educational program.

2.6 When the Agreement is modified during the term of the Agreement as the result of newly negotiated language, changes will be incorporated into a dynamic version of the agreement posted on the District's website within thirty (30) business days of ratification by the Association and the School Board, whichever occurs at a later date.

3.0 COMPLIANCE

3.1 Certificated contracts covering employees represented by the Association shall be subject to and consistent with federal and Washington State laws and the terms and conditions of this Agreement.

4.0 SEVERABILITY

4.1 In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. If any provision of this Agreement is held to be contrary to law, the parties by mutual agreement shall commence bargaining on that provision.

5.0 MAINTENANCE OF STANDARDS

5.1 While this Agreement remains in force, it is agreed there shall be a maintenance of policies, procedures, and practices which affect certificated employee salaries, benefits, terms, conditions of employment, and professional performance related

thereto. In the event a change is necessary in order to conform with law(s), rules and regulations, Article 4.0, Severability, shall become effective.

6.0 DISTRIBUTION OF AGREEMENT

6.1 It is the responsibility of the District following ratification and execution by both the Association and the District to publish the Agreement on its website. The District shall be responsible for printing any copies it deems necessary for its own use at its own expense. The Association shall be responsible for printing any copies it deems necessary for its own use at its own expense.

7.0 ASSOCIATION RIGHTS

7.1 The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business.

7.2 Authorized representatives of the Association shall have the right to transact official Association business on the school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association shall have the right to use District facilities and equipment at reasonable times when not otherwise in use. Costs resulting from use shall not be reimbursed by the Association to the District.

7.3 The Association shall have the right to post notices of activities and matters of Association business on bulletin boards, which shall be provided in each school building.

7.4 The Association may use the District mail services and certificated personnel mailboxes for communication, with the District assuming no responsibility for the distribution of any communication.

7.5 The Association shall have the right to information from the District such as, but not limited to, annual secretary reports, preliminary and final budget documents, and a listing of salaries and certificated personnel represented by the Association. Requests for information shall be made to the superintendent's office.

7.6 The Board agrees to include on its agenda matters brought to its attention by the Association as long as those items are submitted in time to the superintendent's office.

7.7 The Association president may meet, when necessary, with the superintendent during the school year to discuss mutual concerns. Upon mutual agreement, others may be in attendance.

7.8 These rights are agreed to by the District and the Association for the purpose of maintaining a professional relationship between the parties to this Agreement.

8.0 MEMBERSHIP DUES AND REPRESENTATION FEES

8.1 The Shoreline Education Association is recognized as the official employee organization and exclusive bargaining representative for all certificated employees as described under the Recognition provision of this Agreement.

8.2 The District agrees that the Association has the legal right to encourage all certificated employees in the bargaining unit to become and remain members in good standing of the Association, and the Association accepts its responsibility to represent all certificated employees in the bargaining unit regardless of membership status.

8.3 Certificated employees represented by the Association shall remit to the Association, as a condition of employment, the regular membership dues or representation fees as established by the Association. Employees with a bona fide religious objection to the foregoing, which is based on bona fide religious tenets or teachings of a church or religious body of which the certificated employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreed upon charity as specified in RCW 41.59.

8.4 The District agrees to deduct from the salary warrant of certificated employees, who have authorized it, the Association membership dues or representation fees as established by the Association. The amounts deducted shall be transmitted by the twelfth (12th) day or earlier of each month to the Association on behalf of the certificated employee. Authorization by the certificated employee shall be on an approved form by the parties hereto and shall provide for revocation of dues deduction by an individual employee between August 15 and September 30 of the current contract year.

8.5 The District agrees to deduct from the salary warrant of duly authorized certificated members of the National Education Association's NEAPAC and/or the Washington Education Association's WEA-PAC, the dues as established by these associations.

8.6 The Association agrees to indemnify and hold harmless the District from any and all liability resulting from the dues/representation fee payroll deduction system.

8.7 The District shall, upon request, provide the Association an annual status listing of all certificated employees covered by this Agreement.

9.0 EMPLOYEE RIGHTS

9.1 An employee's personal life shall not serve as a basis for assignment or performance evaluation, as long as the personal life does not interfere with contracted responsibilities.

- 1 9.2 Employees shall have the right to work in an environment free from sexual
2 harassment. The District and the Association shall mutually cooperate in
3 informing the certificated staff about the issue of sexual harassment.
- 4 9.3 The District shall provide working space and conditions that meet educational
5 standards and health and safety regulations. Each building shall be equipped with
6 a staff lounge reserved solely for staff use, not to be converted to instructional
7 space. At Shorecrest High School, due to facility design, the staff lounge may be
8 used for occasional instructional purposes when scheduled in advance.
9 Certificated staff shall be informed immediately, to the extent permitted by law,
10 when they are potentially exposed to contagious diseases and illnesses and they
11 shall be instructed as to prevention and protection from the disease or illness. The
12 District is committed to improve the air, water, heat and light conditions for all
13 employees and students throughout the District.
- 14 9.4 District-employed ESAs shall be paid for substituting at the rates described in
15 Section 56.3.1 of the contract.
- 16 9.5 Certificated staff shall be informed prior to being assigned student(s) who
17 evidence deviant behaviors that could present a safety problem to the students or
18 staff. Certificated staff shall be provided with specific information about the
19 known behavior pattern(s) of the student(s) and suggested strategies for managing
20 those behavior(s).
- 21 9.6 Each certificated staff member shall be informed of his or her specific
22 responsibilities relating to a student's IEP or 504 plan in a timely manner.
- 23 9.7 The District shall provide administrative support to certificated staff in
24 maintaining student discipline. For any classroom discipline referral that results
25 in a long-term suspension, expulsion or emergency expulsion, the teacher who
26 referred the student to the administration will be (a) notified of any due process
27 hearing challenging the corrective action; (b) notified of a student's return to the
28 classroom prior to the return; (c) given the right to submit a written statement
29 explaining the impact of the student on the classroom prior to the scheduled due
30 process hearing or return to the classroom; and (d) notified of the outcome of any
31 due process hearing.
- 32 9.8 The teacher shall have the authority and responsibility to determine grades and
33 other evaluations of students. Any grade or evaluation to be changed shall be
34 made by mutual agreement between the teacher and administrator.
- 35 9.9 Enrollment of Employee's Child
- 36 9.9.1 The District shall enroll nonresident students who are the children of
37 full-time and part-time certificated employees at the school to which the
38 employee is assigned or at a school forming the district's K through 12
39 continuum which includes the school to which the employee is assigned.

1 9.9.2 Transportation must be provided by the student's family and a release
2 must be obtained from the resident district.

3 9.9.3 In accordance with RCW 28A.225.225, as now or hereinafter amended,
4 the District may only reject enrollment applications under this section if:
5 (a) the student's disciplinary records indicate a history of convictions for
6 offenses or crimes, violent or disruptive behavior, or gang membership;
7 (b) the student has been expelled or suspended from a public school for
8 more than ten consecutive days; (c) enrollment of a child under this
9 section would displace a child who is a resident of the district, except
10 that if a child is admitted under this section, that child shall be permitted
11 to remain enrolled at that school, or that K through 12 continuum, until
12 he or she has completed his or her schooling, or (d) the student has
13 repeatedly failed to comply with requirements for participation in an on-
14 line school program, such as participating in weekly direct contact with
15 the teacher or monthly progress evaluations.

16 9.9.4 Students who are the children of District employees shall have
17 preference in boundary exception decisions over students who are
18 children of non-employee parents.

19 9.10 Multiple indicators will be used to determine if the Shoreline School District's
20 curriculum is successful in helping students improve their academic performance.
21 No single test will be used for the purpose of making high stakes decisions about
22 the quality of schools and students' achievement. Many factors affect student
23 performance, and some of these factors are outside the control of the teaching
24 staff; therefore, no single measure of student achievement will be used to evaluate
25 certificated staff performance or affect their right to transfers, reassignments, or
26 other personnel actions.

27 9.11 The District will insure or self-insure district equipment that employees are
28 expected to use, including laptops. In cases of gross negligence, the employee
29 shall be responsible for paying the deductible or costs of repair.

30 9.12 SEA employees, including all full and/or part-time contracted staff but excluding
31 substitutes, shall receive a discount of 20% off the tuition rate if they choose to
32 enroll their child(ren) in the Shoreline Children's Center program.

33 **10.0 DISTRICT RIGHTS**

34 10.1 The Board and the Association recognize that the District has the responsibility
35 and authority to manage and direct all the operations and activities of the District
36 to the full extent authorized by law, Washington Administrative Code, Office of
37 the Superintendent of Public Instruction, and Board policies and procedures,
38 provided that such rights and responsibilities shall be exercised by the District in
39 conformity with the terms and conditions of this Agreement.

1 10.2 The Board and the Association also recognize that, pursuant to the laws of the
2 State of Washington, the Board has the responsibility for formulation and
3 implementation of policies and procedures governing educational programs and
4 services of the District.

5 **11.0 COOPERATIVE RESOLUTION OF DISPUTES**

6 11.1 Recognizing that reaching contract settlement can lead to conflict, the District and
7 the Association agree that the Collective Bargaining Process is the best way to
8 solve potential disputes. The District and the Association agree to work mutually
9 to arrive at contract settlement. During continuing bargaining to resolve contract
10 issues, the Association, its officers or agents, acting individually or in concert
11 with others, shall not engage in any work stoppage against the District during the
12 lifetime of the Agreement.

13 11.2 For the duration of this Agreement, the District shall not engage in any lockout of
14 employees as the result of actions by the Association, its officers, or agents acting
15 individually or in concert with others.

16 **12.0 CERTIFICATED PERSONNEL PROTECTION**

17 12.1 The District shall provide for the defense of a certificated employee in any civil
18 suit wherein the complaint charges the employee with negligence and/or gross
19 negligence (1) in performing or failing to perform his or her pre-assigned and/or
20 customary duties, or (2) in the performance of any act to protect school property,
21 to prevent injury to persons on school grounds or at school functions, to maintain
22 student discipline or control on school grounds, or at school functions, or in
23 performing other similar services for the District if the employee acts in good
24 faith and has reasonable grounds to believe that he or she has authority to act for
25 the District under the particular circumstances.

26 12.2 The District shall provide sufficient legal protection not only to certificated
27 employees who seek to render services to the District in performing regular
28 duties, but also those who act expeditiously in uncommon situations to further the
29 District's purpose. The District shall provide certificated employees the full
30 protection of the District's present liability insurance. The limiting factors to this
31 paragraph are (1) the defending of the suit shall not be inconsistent with the terms
32 and conditions of the District's present liability insurance; (2) in the event the
33 claim is in excess of the District's present insurance coverage, the employee must
34 provide his/her own defense as to the excess; and (3) the employee must
35 cooperate in the defense of the suit as provided in the liability insurance policies.

36 **13.0 NON-DISCRIMINATION**

37 13.1 It is agreed between the District and the Association that non-discrimination
38 pursuant to federal laws, State laws, and the Washington Administrative Code
39 shall be maintained for all employees under this Agreement. Race, creed, color,

1 religion, national origin, gender, marital status, age, sexual orientation, or the
2 presence of any sensory, mental, or physical disability shall not be the bases for
3 discrimination.

4 **14.0 PERSONNEL FILE**

5 14.1 No files shall be maintained other than the permanent personnel file, grievance
6 files, investigative files and an administrative working file. Administrative
7 working files shall be purged at the end of each contract year. Only materials in
8 the employee's District personnel file or administrative working file may be used
9 in annual evaluations. Investigative and grievance files shall be kept separately
10 from the employee's District personnel file in a secure location. The existence
11 and contents of grievance files shall not be shared with prospective employers nor
12 with other District administrators reviewing a transfer request. The existence and
13 contents of an investigative file will not be shared with prospective employers nor
14 with District administrators reviewing a transfer request unless the investigation
15 resulted in a finding of misconduct and discipline. Employees shall be notified of
16 the existence of an investigative file which identifies them as the subject of the
17 investigation. The parties presume that an employee who files a grievance is
18 aware that a grievance file is kept in the Human Resources Office. Materials
19 older than three (3) years in an investigative file may only be used by the District
20 to defend itself from grievances, claims or litigation, or to prove progressive
21 discipline or fair notice as described in Section 27.3.

22 14.2 Certificated employees shall upon request have the right to inspect the entire
23 contents of their permanent personnel file kept within the District as well as any
24 grievance files or completed investigation files which identify them as the subject
25 or the grievant. The District shall provide, at the individual employee's request, a
26 copy of the evaluation reports or other supporting documents contained in the
27 files. Employees may submit written comments to be attached to any materials in
28 the files. A certificated employee shall be allowed, when inspecting any of the
29 files identified above, to have the UniServ representative or an officer of the
30 Association present.

31 14.3 Annual evaluations, correspondence, or other communications which refer to the
32 individual's professional competence and performance shall be maintained in the
33 permanent personnel file only with the individual's knowledge of its content. The
34 individual shall have the right to attach his/her written comments. Prior to
35 placement of any parent, student or staff communication in the permanent
36 personnel file, the administrator and teacher will meet to discuss the validity of
37 the complaints in the communication. A parent, student or staff complaint placed
38 in the personnel file must be put in writing either by the complainant or the
39 administrator investigating the complaint. The identity of any complainant will
40 be shared with the employee prior to taking any disciplinary action or placing any
41 document regarding the complaint in the personnel file. Within ten (10) days of
42 receipt of the complaint, the District will provide as much detail as it can without
43 impairing or compromising the investigation, if any.

1 14.4 The District shall not maintain evidence of unsubstantiated allegations in
2 permanent personnel files. Materials which are derogatory of an employee's
3 performance or conduct shall be removed from the employee's personnel file
4 upon employee request after three (3) years, provided that: (a) the District may
5 continue to maintain records of such materials in investigative files; and (b) in no
6 event shall the District remove substantiated information about verbal or physical
7 abuse, or sexual misconduct that must be retained pursuant to RCW 28A.400.301,
8 regardless of whether such information resulted in the employee leaving his or her
9 position at the school district.

10 **15.0 ACADEMIC FREEDOM**

11 15.1 The District and the Association agree to uphold and to adhere to the rights and
12 privileges of academic freedom and acknowledge the fundamental need to protect
13 employees from censorship or restraint which might interfere with their obligation
14 in the performance of their professional duties.

15 15.1.1 Employees shall be guaranteed the right to introduce, present, and
16 discuss controversial material relevant to course content.

17 15.1.2 The protection of academic freedom and the presentation of
18 controversial issues shall be consistent with District policies, State Board
19 regulations, and statutes.

20 **16.0 CONTRACT YEAR**

21 16.1 Certificated employees' basic contract year shall consist of one hundred and
22 eighty (180) days as long as the State continues to fund employee salaries on a
23 one hundred eighty (180) day base. If the State funds more or fewer days as part
24 of the base salary, each employee's base contract shall revert to the number of
25 days and salary amount funded by the State for these days.

26 16.2 The school calendars for the school years covered by this Agreement shall be
27 attached as appendices to this Agreement and incorporated by this reference.
28 Acknowledging the planning needs of employees and the community, the District
29 and Association agree to participate in a calendar planning committee consisting
30 of supervisory and non-supervisory certificated and classified employees. The
31 Association shall appoint four (4) members of the committee and no single
32 constituency shall represent more than fifty percent (50%) of the committee. The
33 committee shall meet and make a recommendation to the Association and District
34 Bargaining Teams at least eighteen (18) months prior to September 1 of any
35 school year for which a school calendar has not yet been adopted regarding at
36 least three (3) pieces of the calendar: (a) the first day of school for students; (b)
37 the Winter Break; and (c) the Spring Break.

38 16.3 The school calendar shall include a half-day for staff and students on the day
39 before Thanksgiving. This release is recognized as a trade for evening parent

conferences for grades K-6 as described in Sections 31.1 through 31.3, and as a trade for a second open house/curriculum night for grades 7-12.

16.4 The District may schedule alternative workdays and work calendars for employees by mutual agreement of the employee and the employee's supervisor. The District reserves the right to post new positions with alternative workdays and work calendars that provide the same total amount of supplemental days, preparation time, contact time, and other similar rights.

16.5 The District and Association have a shared interest in scheduling time for professional development, collegial work and individual professional activities within the work year calendar. The District and Association have agreed to explore an alternative work year model using the process described in Appendix Q of this Agreement. In the event that the alternative work year model is not implemented, the District shall, if permitted, apply to renew the current waiver of five (5) instructional days.

16.6 The school calendar shall include one half-day for students in order to permit employees to focus on collegial work. The use of this time shall be within the discretion of the collegial teams, as long as this time is used to: (a) focus on learning; (b) develop result-oriented team goals; (c) incorporate the regular collection and analysis of performance data into their work; (d) develop and implement interventions to support student learning; or (e) support implementation of the new classroom teacher evaluation system.

16.7 There shall be additional adjustments to the school calendar as follows:

16.7.1 In order to facilitate student orientation, kindergarten teachers will be provided an opportunity to work with a reduced class size on the first day of school, with one half of the class attending school in the morning, and the other half attending in the afternoon.

16.7.2 In order to facilitate administration and scoring of final exams, grading, and the transition between semesters, high school teachers will be provided with two finals days in the week prior to the end of each semester. The finals days will be identified on the calendar and students will be dismissed a minimum of two hours prior to the end of the regular student day.

16.7.3 The District will work to mitigate the impact of the disruption caused by test administration and will prioritize instructional quality, continuity, and frequency when schedule adjustments are made. In order to facilitate state mandated assessments, the District may identify additional partial student days to meet the requirements of the published state assessment calendar. The District will notify the Association in such cases that the bell schedule is adjusted, and such

assessment adjustments shall be identified on a calendar published on the District website.

17.0 NON-STUDENT WORK DAYS

17.1 For the 2015-2016 school year, thirteen (13) mandatory non-student work days shall be scheduled on the employee work calendar:

- a. five (5) waiver days included in the base contract identified in Section 16.5;
- b. seven (7) non-student work days on a supplemental contract; and,
- c. one (1) additional non-student work day funded for the 2013-14 through the 2016-17 school years to support the implementation of the new classroom teacher evaluation system.

The supplemental contract days identified in b. above shall be compensated by the TRI schedule identified in Section 57.2. A part-time employee is expected to work a pro rata share of these days based on the employee's full-time equivalency (FTE). Employees shall sign in at their assigned work locations for that day or document prior supervisor approval for an off-site activity to verify attendance on this day. Leaves for absences on these days will be granted in accordance with the leave provisions of this Agreement. The use of these days is described by the sections below.

17.1.1 In the event the work calendar model changes in the 2016-2017 school year, eight (8) mandatory non-student work days shall be scheduled on the employee work calendar:

- a. seven (7) non-student work days on a supplemental contract; and,
- b. one (1) additional non-student work day funded for the 2013-14 through the 2016-17 school years to support the implementation of the new classroom teacher evaluation system.

17.2 Individual Time. Individually directed time shall be used to improve student learning as planned and directed by the individual certificated employee. Examples of activities which employees may choose to engage in on these days include, but are not limited to, classroom and workspace preparation, instruction and curriculum planning, student assessment, department, grade level and collegial planning, personally-directed professional development, grading and report card preparation and parent and student communication. During individually directed time, the District may not require employees to attend any mandatory meetings or professional development. During fifty percent (50%) of the individually-directed time occurring prior to the start of the student school year, and during individually-directed time not scheduled at or near the end of a grading period (i.e., the days between the trimesters for elementary and middle

school, the day between semesters for high school, and the day in June for all levels), the District may offer optional professional development. This time is not to be used for any required curriculum/assessment/program trainings or administratively directed meetings.

17.3 Administrative Time. Administratively directed time shall be used to improve student learning as planned and directed by building and District administrators. When planning activities for these days, administrators shall consider the relevancy of the planned activities to the assignments of all certificated employees in the District, including specialists, and may choose to plan alternative activities for individuals or subgroups. Examples of activities which an administrator may choose to plan on these days include, but are not limited to, staff development, instruction and curriculum planning, student assessment, department, grade level and collegial planning, communication and planning of District procedures, changes and goals, and parent and student communication.

17.3.1 Principal Time. Time designated on the calendar as “P” or “Principal time” is administratively directed time that is planned and directed by building administrators.

17.3.2 District Time. Time designated on the calendar as “D” or “District time” is administratively directed time that is planned and directed by central office administrators.

17.4 Collegial Time. Collegially directed time shall be used to improve student learning as planned and directed by collegial teams. The use of this time shall be within the discretion of the collegial teams, as long as the time is used to: (a) focus on learning; (b) develop result-oriented team goals; (c) incorporate the regular collection and analysis of performance data into their work; (d) develop and implement interventions to support student learning; or (e) support implementation of the new classroom teacher evaluation system.

17.5 For the 2015-2016 school year, the non-student work days described in Section 17.1 shall be designated for use as follows:

- a. four (4) full individually directed non-student days (one before school and three at or near the end of a grading period);
- b. an additional six (6) half individually directed non-student days;
- c. eleven (11) half administratively-directed non-student days (either district-directed or principal-directed); and
- d. one (1) full or two (2) half collegially-directed non-student days (in addition to the half-day student release identified in Section 16.6 above and the eight (8) collegial hours described in Appendix K).

17.5.1 Beginning in the 2016-2017 school year, the designated use of the non-student work days described in Section 17.1.1 shall be recommended to the bargaining teams by the Joint Committee referenced in Section 16.5.

1 17.6 On days split between administratively directed, collegially directed and
2 individually directed activities, the use of time in the first half and second half of
3 the workday shall be designated on the work year calendar. The lunch period shall
4 be equally subtracted from the administrative, collegial and individual time.

5 17.7 When a student school day needs to be rescheduled on a previously scheduled
6 non-student work day due to school closure, the rescheduling of that day shall
7 occur as follows:

8 a. For rescheduled days which occur on non-student days reserved for
9 individually directed activities, the work time shall be performed by
10 employees outside the regular work day at times chosen by the employee.

11 b. For rescheduled days which occur on non-student days reserved for
12 administratively-directed activities, the work time shall be made-up on the
13 next available individually-directed non-student day, or, if there are no
14 additional non-student days available, at the end of the school year.

15 **18.0 CONTRACT DAY**

16 18.1 Certificated employees' contract day during the contract year shall consist of eight
17 (8) hours including conference/planning time, travel, and duty-free lunch, in
18 accordance with State laws, rules, and regulations.

19 18.2 The contract day for classroom teachers shall include five (5) hours of direct
20 classroom contact hours, which shall be exclusive of time required to be spent for
21 preparation, conferences, or any other non-classroom duties.

22 18.3 Should the district choose to fill a 1.1 or 1.2 FTE position with one person, the
23 employee filling that position will be offered a supplemental contract. In no case
24 shall any employee be required to accept as assignment greater than 1.0 FTE.

25 18.4 Teachers (including elementary general music and PE), and librarians shall be
26 provided time for preparation, conferences and collaboration with other staff as
27 follows:

28 18.4.1 High school classroom teachers and librarians shall be provided a
29 minimum of 225 minutes each week or a total of 450 minutes over two
30 weeks during the student day for individual preparation.

31 18.4.2 Middle school classroom teachers and librarians shall be provided a
32 minimum of 225 minutes each week during the student day for
33 individual preparation.

34 18.4.3 Elementary classroom teachers (including general music and P.E.) will
35 be provided a minimum of forty-five (45) consecutive minutes during the
36 workday four times a week. It is understood that the primary purpose of
37 this time is for individual preparation.

1 18.4.4 In addition, elementary certificated staff will be provided 330 minutes
2 over two (2) weeks during the student day for individual preparation.
3 Over each two-week period, preparation time for classroom teachers
4 shall include:

- 5 a. 120 minutes of PE instruction;
6 b. 120 minutes of General Music instruction; and
7 c. 90 minutes of Library instruction for Grades ADK-4 or 90
8 minutes of Instrumental Music instruction for Grades 5-6.*

9 * For 4/5 and 5/6 split classes, this 90 minutes of individual
10 preparation time shall be provided by Library instruction, if
11 such instruction can be accommodated within the limitations of
12 Section 18.3.8. If not, such time shall be provided by another
13 certificated employee paid at per diem during one 45-minute
14 instrumental music period each week.

15 Each section of PE, Music or Library instruction shall be a minimum of
16 thirty (30) minutes in length. All Specialists shall build this release time
17 into their work schedule in accordance with Section 18.3.6.
18 Administrators will ensure that Grade 5 and Grade 6 classroom teachers
19 will release each other to provide the ninety (90) minutes of planning
20 time during Instrumental Music. Grade 5 and Grade 6 teachers will
21 continue to arrange Library sessions with the Librarian according to the
22 current practice at their school.

23 18.4.5 The District acknowledges the right of specialists to schedule planning
24 time flexibly within their work week.

25 18.4.6 A 1.0 FTE librarian will be assigned to each elementary school. For
26 such librarians, at least 900 minutes per week within the student day
27 shall not be used to provide release time to other elementary certificated
28 staff. These 900 minutes shall be used to plan, collaborate with other
29 staff, provide open library time, and manage the library facility.
30 Elementary librarians will be provided a daily period of at least forty-
31 five (45) consecutive minutes for preparation/conferences within their
32 900 minutes per week designated for planning, collaboration, open
33 library time and library management.

34 18.4.7 Certificated building staff and their building administrators may decide
35 to adopt alternative class schedules which provide the preparation time
36 required by Section 18.3 and its subsections in averages over the course
37 of a week rather than on a daily basis. Before adopting such a schedule,
38 staff and administrators must consider the effect of the change on
39 specialists and Section 32.4.

1 18.4.8 The preparation time provided by this section shall be provided
2 proportionally to employees with less than 1.0 FTE contracts.

3 18.4.9 The language in this Section 18.3 regarding numbers of days or minutes
4 per week was written with the underlying assumption that the week in
5 question had five school days. In shortened weeks in which there are
6 holidays or other non-school days, the number of minutes may vary
7 depending upon which days of the week are non-school days. The
8 number of minutes for prep time in the other sub sections above
9 historically have been applied in the same manner: a normal weekly
10 schedule is set up, and prep time which is missed due to a school holiday
11 falling on a day in which the employee normally receives his or her prep
12 time is not pro-rated or "made up" at some other time that week. In
13 order to mitigate the impact of lost planning time, building schedules
14 will be built with the following considerations:

15 a. During conference weeks, when schedules are potentially already
16 modified, those staff members who incur a larger proportionate loss
17 of planning time over the year shall be provided priority scheduling,
18 and if possible, an additional section of planning time.

19 b. Building staffs shall be encouraged to rotate specialist schedules
20 from one year to another in such a manner as to provide equity.

21 c. Additional remedies as agreed by the building principal and the
22 affected employee.

23 18.5 Certificated employees shall be assigned not more than an average of forty-five
24 (45) minutes per week for supervision.

25 18.6 Certificated employees who are required to travel between buildings shall be
26 provided adequate travel time and a duty free lunch period.

27 18.7 In the event of an emergency, a certificated employee may be requested by the
28 building administrator to assume a different assignment for that period of time.

29 18.8 The District shall designate building staff responsible for emergency evacuation
30 situations. Those staff shall be selected from volunteers. The District will train
31 the selected staff. When a situation requiring emergency evacuation occurs, the
32 staff will be paid the District's Certificated Hourly Rate of Pay.

33 18.9 Certificated employees required to stay at school buildings outside the contract
34 day (involuntary service) for emergency situations shall be paid at their per diem
35 hourly rate.

36 18.10 Required faculty meetings shall be held within the contract day.

1 18.11 Certificated employees may schedule flexible arrival and departure times with the
2 building administrator as long as they fulfill the requirements of an eight (8) hour
3 day, five (5) hours contact time, and are available for scheduled faculty meetings.

4 **19.0 NON-CONTINUING CONTRACTS**

5 19.1 The District and Association are mutually interested in the retention of highly
6 qualified employees who have been working for the District on a non-continuing
7 contract basis.

8 19.2 The FTE on non-continuing contracts shall not exceed the FTE of employees on
9 leave.

10 19.3 Regardless of the funding source, no employee shall be employed on a non-
11 continuing contract of 0.6 FTE or greater that begins prior to February 1 for more
12 than three (3) consecutive contracts.

13 19.4 The District may choose to convert any highly qualified employee on a non-
14 continuing (limited term) contract to a provisional contract status if all of the
15 following conditions are met:

16 19.4.1 No current school employee on a continuing contract or any employee
17 returning from an approved leave of absence is being displaced by the
18 conversion of the non-continuing (limited term) contract employee.

19 19.4.2 The employee is being placed into a provisional contract position within
20 the same school(s) where the employee has been assigned as a non-
21 continuing (limited term) employee.

22 19.4.3 Input has been provided by building staff members in the SEA
23 bargaining unit through staff participation in the interview process prior
24 to the employee's hire on a non-continuing (limited term) contract. For
25 an employee hired without building staff participation in the interview
26 process, the principal will solicit input from the certificated building staff
27 members in the same grade level for elementary positions or department
28 for secondary positions.

29 19.4.4 For purposes of this particular section, SEA and the District agree to
30 waive Section 24.2.6 and Article 20.0 when converting a non-continuing
31 (limited term) contract to a provisional contract status.

32 19.5 Each non-continuing (limited term) employee will receive notice by March 31 as
33 to whether or not his/her contract has been converted to provisional status or
34 retained for an additional year on non-continuing (limited term) status, provided
35 that the employee has worked at least ninety (90) days in the school year as of
36 March 31. Those non-continuing (limited term) employees who have worked less
37 than ninety (90) days by March 31 will receive notification of their future contract
38 status by May 15.

- 1 19.6 Non-continuing (limited term) employees who receive a satisfactory evaluation
2 and have not been converted to provisional contract status or retained for an
3 additional year on non-continuing (limited term) status will automatically be
4 placed in the pool of screened applicants for purposes of consideration and
5 interview by other administrators. While no additional application forms or
6 screening interviews will be required, non-continuing (limited term) employees
7 are encouraged to update their application file. Unsuccessful applicants may
8 request an exit interview to discuss future career growth.
- 9 19.7 Performance concerns must be documented in writing (memo, observations,
10 and/or evaluation summary) to any non-continuing (limited term) employee who
11 receives an unsatisfactory evaluation.

12 **20.0 HIRING PROCESS**

- 13 20.1 Each year the Human Resources administrator will assess District staffing needs
14 and consult with District administrators and the SEA President on the anticipated
15 areas of critical staffing need. Critical staffing needs shall be defined as those
16 positions in which there is anticipated to be a significant shortage of quality staff
17 or those which address Board/Superintendent priorities. In the areas of mutually
18 agreed critical need, an exception to the District's normal hiring practices
19 guidelines shall be granted to allow the Human Resources administrator or his or
20 her designee to offer conditional contracts, while in recruitment venues, for the
21 purpose of securing high quality staff to fill District critical staffing needs. Such
22 exceptions to the District's hiring practices shall not exceed 10% of the total open
23 positions annually as projected and provided to the SEA President by April 15,
24 June 30 and August 15.
- 25 20.2 The District recognizes the importance of hiring high quality certificated
26 personnel for our schools and the importance of staff involvement in the selection
27 process. Staff will have influence in the selection of personnel who will be
28 working in their school. Each worksite administrator and/or school principal will
29 work cooperatively with his or her staff to determine staff representation in the
30 selection process. When selecting specialists, e.g., music, counselors, SLP,
31 School Psychologists, TOSAs etc., every effort will be made to include a
32 building-based representative from that discipline in the selection process. The
33 representative from the specialty discipline is invited to participate in the selection
34 process for the purpose of sharing his or her technical expertise. To assist work
35 sites and schools, the District will solicit a pool of volunteer specialists, by
36 discipline, who will serve as needed in the selection process. Worksites and
37 schools are also advised to insure that they have staff representatives identified
38 who are willing to serve in the selection process during summer months or other
39 vacation periods.
- 40 20.3 Interested and qualified retirees who wish to return to employment on a part-time
41 of full-time basis will be placed as out-of-district applicants. The District shall
42 report all hours worked by rehired retirees to the Department of Retirement

1 Systems. Retirement benefits may be suspended by the Department of Retirement
2 Systems in accordance with current state rules. All provisions of the District/SEA
3 collective bargaining agreement apply to retirees who are rehired.

4 **21.0 SHARED CONTRACT**

5 21.1 Shared contracts are defined as 1.0 elementary, general education classroom
6 positions, with two teachers assigned to one positions. Shared contracts may
7 occur either as a result of District staffing or when a written staff proposal has
8 been approved. The responsibilities of a shared contract assignment shall be
9 divided according to a plan developed by employees and approved by the District.

10 21.2 Certificated employees sharing a full-time contracted position shall share pro rata
11 in one (1) leave and insurance benefit package as provided in the Collective
12 Bargaining Agreement. Certificated employees sharing one (1) full-time
13 contracted position may choose to each access a pro-rated portion of a health care
14 allocation, as determined by their individual FTE (e.g. 0.5 FTE employee to
15 receive 50% of the allocation). Per our provider's agreement all benefit eligible
16 employees must first access the mandatory benefits (Dental, Vision, Life, Long-
17 Term Disability), then medical insurance. After purchase of mandatory benefits,
18 if one shared assignment partner does not choose to access the remainder of the
19 allocation to purchase medical benefits, then the balance of the allocation may be
20 shared with that employee's shared contract partner.

21 21.3 In the event a long-term replacement is required for a shared contract employee,
22 the District may offer the other certificated employee that portion of the position.

23 21.4 Shared contract employees may substitute for one another at the substitute rate of
24 pay.

25 21.5 Employees proposing a shared contract assignment must have a plan in place no
26 later than August 1 of each school year. The District will assist employees in
27 finding a shared contract partner. In the event that an employee proposed plan is
28 not in place by August 1, the existing shared contract employee must decide to (a)
29 work full-time if the employee holds a 1.0 entitlement, (b) take leave from his or
30 her current contract, if eligible, (c) accept partial or full reassignment, or (d)
31 resign. In the event one shared contract partner resigns after July 26, the
32 remaining partner and the building principal will have five (5) working days to
33 find a new shared contract partner before the existing shared contract employee
34 must choose one of the four (4) options above.

35 21.6 Shared contracts can be accommodated by extending leaves as described in
36 Section 39.3.2.

22.0 DISTRICT ASSIGNMENTS – NEWLY ELECTED

22.1 It is agreed that the assignments of certificated employees newly elected to the District shall be the responsibility of the District in coordination with each building principal's request, based upon staffing need.

22.2 Beginning teachers shall be assigned in accordance with regulations of the Washington State Board of Education.

23.0 DISTRICT-INITIATED INVOLUNTARY TRANSFERS

It is agreed that the involuntary transfer of certificated employees shall be made by the District in accordance with the following procedures:

23.1 Changes in staffing or program requirements:

23.1.1 In the event of a need for transfer of certificated staff due to a change in staffing or program requirements, notification shall be made by the District to the building administration. When staffing needs are known in a specific program(s) area(s), certificated staff shall then be notified by the building administration and requested to volunteer for consideration for transfer. Volunteers shall be interviewed when specific staffing and program needs are known.

23.1.2 In the event that no certificated staff volunteers and/or the individual lacks specific qualifications for transfer, the building administration shall recommend to the designated District administrator an individual(s) to be considered for transfer.

23.1.3 Certificated staff being considered for transfer shall be interviewed by the designated District administrator before the decision is made.

23.1.4 Certificated staff who are subject to transfer due to District needs shall be transferred prior to implementation of employee requested assignments.

23.1.5 Certificated staff being transferred shall be notified in writing at the earliest possible time prior to the effective date of the transfer. In cases of involuntary transfer, the certificated employee shall receive immediate written notification from the District stating the specific reasons for transfer. Certificated staff transferred after school commences shall be provided with an amount of time for moving as mutually determined by the certificated employee and the District. The District shall provide moving assistance when requested by the certificated employee.

23.1.6 Notification shall be confidential until the employee has received the written notice. The notification procedures shall be consistent from building to building.

23.2 Problem-solving:

23.2.1 In rare circumstances not to exceed two instances in any year (defined as September 1 – August 31 for this purpose), an employee may be involuntarily transferred to improve the educational and/or work environment. Prior to providing notice to the employee of the District's intention to implement an involuntary transfer, the Human Resources Director and Association Representative(s) will meet and discuss the circumstances of, and necessity for, the proposed involuntary transfer.

23.2.2 Before the employee may be involuntarily transferred, the District will provide the rationale to the Association that the transfer needs to be made for educational reasons when continuation in the current assignment is detrimental to the program or employees. Such educational reasons must be directly related to improving the learning and work environment, and shall not be arbitrary or capricious.

23.2.3 In order to proceed with the involuntary transfer, the employee shall be notified of the concerns which led to the District's rationale for involuntary transfer, and shall be provided a reasonable opportunity to remediate the problem. The amount of time shall be defined when such notice is provided, and may vary depending on the situation. If the problem is not resolved, the District may proceed with the involuntary transfer.

23.3 School Closure:

23.3.1 In the event of school closure, certificated employees assigned from a closed building shall have first consideration for placement in a like position where qualified, as vacancies occur. Other involuntary transfers shall be given first consideration for a placement in a like position.

24.0 EMPLOYEE REQUESTED TRANSFERS

24.1 Employee requested transfers shall mean any change from a current building assignment to an assignment in a different building as a result of application by the employee.

24.2 Announcements of new and/or vacated certificated staff positions shall be made by the Human Resources Office. Position announcements will be posted electronically for all individual staff to read on the District website. A vacancy will be considered to exist whenever an employee resigns, retires, dies, is transferred, reassigned, or takes a long term leave, and the District intends to place a contracted employee in the vacated position. Certificated staff members who are eligible (certificated and qualified) and who apply shall be given first

consideration over employees on non-continuing contracts and new applicants in accordance with the following procedures:

24.2.1 When announcing a new/vacated position, the Human Resources Office shall include a timeline for application and selection. Posting and updating shall be maintained in the Human Resources Office throughout the year and in each building during the regular school year.

24.2.2 Applicants shall direct a letter to the Human Resources Office.

24.2.3 Qualified applicants with provisional and regular continuing contracts from the District shall be guaranteed an interview with the building/department interview team and notified by the Human Resources Office of an interview appointment. Qualified applicants are those employees with satisfactory evaluations and appropriate state certificates and endorsements.

24.2.4 The composition of the interview team shall comply with Section 20.2.

24.2.5 The Human Resources Office shall inform all interviewed applicants for new positions that a candidate has been selected. Notification shall include a written statement of acceptance or non-acceptance, and a phone call from the interviewing administrator. A conference may be requested by the employee regarding future professional growth.

24.2.6 Vacated positions that are filled through a non-continuing contract during the year shall be considered as vacated positions for the next year in the event no eligible certificated staff member is returning from leave of absence. Those positions shall be posted accordingly at the end of the school year and shall include a timeline for application and selection.

24.3 The District will not make a transfer offer after August 10 (or the Friday prior to August 10 if August 10 is a Saturday or Sunday) unless both building principals agree to waive the August 10 deadline.

25.0 REASSIGNMENT FROM SPECIAL PROGRAMS

25.1 It is agreed that certificated employees who have at least two (2) consecutive years' experience in a special education program and who are currently assigned in a special education program may request in writing by January 15 reassignment to a general education classroom. First consideration shall be given an employee for reassignment based upon his/her qualifications and certification. Requests for reassignment shall be reviewed annually by Human Resources to determine availability of position(s) for reassignment. The employee shall be provided information directed toward a reassignment from special programs for the ensuing school year(s).

1 25.2 The Human Resources Office shall inform all interviewed applicants for new
2 positions that a candidate has been selected. Notification shall include a written
3 statement of acceptance or non-acceptance. A conference may be requested by the
4 employee regarding future professional growth.

5 **26.0 EVALUATION**

6 26.1 It is agreed by the Board and the Association that it shall be the responsibility of
7 the District to evaluate all certificated employees per RCW 28A.405.110. The
8 employee has the right to request Association representation at any stage of the
9 evaluation process.

10 26.1.1 Types of Evaluations – Long Form (Performance Cycle/Evaluation) and
11 the Personal Professional Growth Option (Growth Cycle/Evaluation).

12 26.1.1.1 Long Form (Performance Cycle)

13 The Long Form (Performance Cycle) evaluation emphasizes
14 instructional competence. The Long Form (Performance Cycle)
15 evaluation process is used for:

- 16 a. A beginning employee for the first four consecutive years.
- 17 b. An experienced employee new to the District – first two
- 18 (2) consecutive years.
- 19 c. An experienced District employee – at least once every
- 20 three years.
- 21 d. An experienced District employee who chooses the
- 22 Performance Cycle.
- 23 e. An employee in the Growth Cycle having performance
- 24 difficulties.
- 25

26 26.1.1.2 Personal Professional Growth Option (PPG - Growth Cycle)

27 26.1.1.2.1 The Personal Professional Growth (PPG) option is
28 voluntary, with administrator's concurrence, and can
29 be utilized for up to three (3) years out of every four
30 (4) years after an employee has met the initial long
31 form requirements.

32 26.1.1.2.2 Under the Professional Growth (PPG) option, the
33 employee develops professional growth goals (and
34 optional personal goals) that support student learning
35 and are reviewed with the administrator for support
36 and assistance. Periodically the employee meets
37 with the administrator to review progress towards
38 growth goals. At the end of the annual growth cycle,
39 the employee retains all information used in the

growth cycle and the administrator completes a verification of the employee's completion of the annual growth cycle. No information obtained through the growth cycle can be referenced in subsequent long form evaluations.

26.1.2 Criteria For Evaluation

The criteria for evaluation of certificated employees is governed by state law with additional criteria established through collective bargaining. Candid and specific dialogue should occur between the employee and the administrator throughout the evaluation cycle to encourage and assist the employee in meeting the evaluation criteria.

26.1.2.1 Evaluation Criteria for Teacher

- a. Instructional Skill
- b. Classroom Management
- c. Professional Preparation and Scholarship
- d. Effort toward improvement when needed
- e. The handling of student discipline and attendant problems
- f. Interest in teaching pupils
- g. Knowledge of subject matter
- h. Interpersonal Relations

26.1.2.2 Evaluation Criteria for Certificated Support Staff (ESA certificated)

- a. Knowledge and Scholarship in special field
- b. Specialized skills
- c. Management of special and technical environment
- d. Professionalism
- e. Involvement in assisting pupils, parents, and educational personnel
- f. Interpersonal Relations
- g. Efforts toward Improvement when needed

26.1.3 Evaluator(s)

26.1.3.1 The evaluating Administrator or designated Administrator has the primary responsibility for evaluating all employees under that Administrator's supervision. Employees working in special programs will be evaluated by their designated supervisor(s). Employees assigned to two or more buildings will be evaluated by no more than two principals/designated evaluators. Employees sharing an assignment must be evaluated separately.

- 26.1.3.2 Contributing Evaluators. For some positions such as Special Education teachers, administrators from Special Programs may also observe the employee and submit a contributing observation report to the evaluator. This does not, however, relieve the administrator of the primary responsibility for the evaluation.
 - 26.1.3.3 Evaluative Data/Information not Based on Direct Observation by Evaluator. Data/information not originating through direct observation shall be provided to the employee in writing, and must comply with Article 14 of the SEA agreement. If the information is derogatory, there will be a meeting within ten (10) workdays of the identification of the data/information of the employee, the evaluator, and an Association representative, if requested by the employee, to discuss the information. The meeting will be summarized on a Performance Cycle Report form, with a copy provided to the employee within ten (10) days of the conference. Timelines can be extended by agreement.
 - 26.1.3.4 No certificated employee who is a member of the bargaining unit shall be responsible for the formal summative evaluation of other members of the bargaining unit but may assist at the request of the principal/administrator in the process of evaluation of paraeducators and classified student supervisors.
- 26.2 Performance Cycle Process And Requirements. The Performance Cycle shall be used for:
- 26.2.1 A beginning employee for four (4) consecutive years.
 - 26.2.2 An experienced employee new to the District (with at least three prior Consecutive years of satisfactory evaluations) for his/her first two years of employment.
 - 26.2.3 An experienced District employee once every four years.
 - 26.2.4 An experienced District employee who chooses the Performance Cycle.
 - 26.2.5 An employee in the Growth Cycle who is assessed to have performance difficulties.
 - 26.2.6 Orientation Conference. Prior to October 1, the evaluator will meet (in appropriate groups) with all of his/her staff on the Performance Cycle to discuss the process and evaluative criteria of the performance cycle including the right to request representation at any step in the process.
 - 26.2.7 Requirement of Two (2) Observations

1 26.2.7.1 First Required Observation. The first observation will be for
2 one (1) class period of not less than thirty (30) minutes in length
3 and must comply with the following procedural requirements.

4 26.2.7.1.1 The first observation must occur within the first 90
5 calendar days of the student year for staff during
6 their first two years in Washington State and for all
7 staff during their first year with the District. For all
8 others, the first observation must occur within the
9 first 120 calendar days of the student year.

10 26.2.7.1.2 The first observation will be scheduled and preceded
11 by a pre-observation conference.

12 26.2.7.1.3 The observation will be at least 30 minutes or one
13 period in length.

14 26.2.7.1.4 The observation will be documented on a
15 Performance Cycle Observation Report form using
16 either Appendix I, Form A-1 [narrative form] or
17 Form B [checklist form]. For staff with an ESA
18 certificate [educational support] use Appendix I,
19 Form A-2.

20 26.2.7.1.5 Notes that include classroom interactions between
21 teacher and students will be included on the
22 Performance Cycle Observation Report form or
23 attached.

24 26.2.7.1.6 The observation will be followed by a post-
25 conference within 10 days of the observation. At the
26 post-conference, the Observation Report form will
27 be discussed, supplemented if appropriate, and
28 signed. The staff member will receive a copy of the
29 Observation Report form, together with evaluator's
30 notes and any relevant memos will be attached.

31 26.2.7.1.8 If performance deficiencies were observed, the
32 evaluator will provide a written summary of the
33 post-observation conference to the employee within
34 ten (10) workdays of the post-observation
35 conference.

36 26.2.7.1.9 Signature does not imply agreement, and the
37 employee has the right to submit a written rebuttal.

1 26.2.7.2 Second Required Observation: The second observation will be
2 for one (1) class period of not less than thirty (30) minutes in
3 length and must comply with the following procedural
4 requirements.

5 26.2.7.2.1 The second observation may be scheduled or
6 unscheduled.

7 26.2.7.2.2 If scheduled, the second observation must be
8 preceded with a pre-observation conference.

9 26.2.7.2.3 The observation will be documented on Performance
10 Cycle Observation Report form, using either
11 Appendix I, Form A-1 or Form B. For staff with an
12 ESA certificate, use Appendix I, Form A-2.

13 26.2.7.2.4 Notes, which include classroom interactions between
14 teacher and students, will be included on the
15 Performance Cycle Observation Report form or
16 attached.

17 26.2.7.2.5 The observation will be followed by a post-
18 observation conference within 10 days of the
19 observation. Again, the Observation Report form
20 will be reviewed and signed. The staff member will
21 receive a copy of the Observation Report form, with
22 any notes or relevant memos attached.

23 26.2.7.2.6 If performance deficiencies were observed, the
24 evaluator will provide a written summary of the
25 post-observation conference to the employee within
26 ten (10) workdays of the post-observation
27 conference.

28 26.2.7.2.7 Signature does not imply agreement, and the
29 employee has the right to submit a written rebuttal.

30 26.2.8 Annual Performance Summary. Each employee on the Performance
31 Cycle will receive a written Annual Performance Summary on or before
32 June 1 of each year. The purpose of the Annual Performance Summary
33 is to (a) document that an employee has met the Evaluative Criteria, or
34 (b) document performance concerns and communicate that information
35 to the employee. The Annual Performance Summary must comply with
36 the following procedural requirements. A year-end summary will be
37 written by the evaluator using Appendix I, Form D – Performance Cycle
38 Annual Performance Summary Form. The evaluator is requested to rate
39 the employee as "Satisfactory" or "Unsatisfactory". Upon request, the

employee may be accompanied by an Association representative at any stage of the process.

26.2.8.1 All Observation Report forms will be attached to the Annual Performance Summary form.

26.2.8.2 The evaluator shall discuss with the employee the information included in the Annual Performance Summary form.

26.2.8.3 The employee will review the evaluation and sign a copy of the completed form within five (5) days.

26.2.8.4 The signature of the certificated employee does not necessarily imply that the employee agrees with the content of the evaluation. The signed copy will be included in the employee's Personnel File.

26.2.8.5 A rebuttal statement prepared by the employee can be submitted to Human Resources within sixty (60) days of receiving the evaluation. The rebuttal will be attached to the evaluation in the employee's personnel file.

26.3 Personal Professional Growth (PPG) Cycle – Process And Requirements

26.3.1 Eligibility. Participation in the Personal Professional Growth Cycle (PPG/Pro-Growth cycle) is voluntary.

26.3.1.1 For employees at the beginning of their certificated career, four (4) consecutive years of "Satisfactory" evaluations on the performance cycle are required to be eligible for Pro-Growth.

26.3.1.2 For experienced employees who are new to Shoreline, two (2) consecutive years of "Satisfactory" evaluations under a Performance Cycle as a Shoreline employee, are required to be eligible for Pro-Growth.

26.3.1.3 For eligible employees, the Personal Professional Growth program is available for up to three (3) years out of every four (4) years. On the fourth year of the cycle, the employee returns to the Performance Cycle.

26.3.1.4 The number of employees who may choose to go into Personal Professional Growth Cycle is limited to 1/3 of the certificated staff at each site per year.

26.3.2 Training for Personal Professional Growth (PPG) Cycle Participants

1 26.3.2.1 A staff member choosing the Personal Professional Growth
2 Cycle will be provided training in goal expectations, goal
3 development and goal evaluation strategies in September of his
4 or her first year of the PPG cycle. All teachers beginning year
5 one of the PPG cycle are required to take this training in goal
6 expectations. The certificated hourly rate will be paid for
7 teachers attending this training.

8 26.3.2.2 Unless an exception is made for extenuating circumstances, if a
9 staff member does not attend the goal workshop referenced in
10 Section 26.3.2.1, he or she must wait until the following year to
11 participate in the PPG cycle. Exceptions for extenuating
12 circumstances shall be granted by mutual agreement of the
13 District's professional development administrator and the SEA
14 President.

15 26.3.2.3 The District shall ensure that administrators who supervise
16 certificated staff members also receive regular training in goal
17 expectations, goal development, and goal evaluation strategies.

18 26.3.3 Design of Personal Professional Growth Plan

19 26.3.3.1 The employee will prepare a Personal Professional Growth
20 Plan. The Plan shall include:

- 21 a. A statement of the goal
- 22 b. An outline of the plan to accomplish the goal
- 23 c. A list of persons to be involved (if any)
- 24 d. Resources needed
- 25 e. Timeline
- 26 f. Planning Worksheet (Appendix I, Form E)

27
28 26.3.3.2 In accordance with WAC 392-192-050, one or more of the
29 following sources of information may be used by participants in
30 developing individual growth plans:

- 31 a. Peer review and evaluation;
- 32 b. Input by parents;
- 33 c. Input by students;
- 34 d. Personal and/or professional goals;
- 35 e. School district goals;
- 36 f. Building goals;
- 37 g. Self-assessment;
- 38 h. Personal academic records; and/or
- 39 i. School district evaluations.
- 40

- 1 26.3.3.3 No later than October 10th of the first year, the
2 principal/supervisor will meet with the employee to discuss the
3 initial Personal Professional Growth Plan and how it supports
4 student learning. The principal/supervisor will review the
5 Personal Professional Growth Plan and make any
6 recommendations that will be of assistance to the employee.
7 The employee has the right to accept or reject the suggestion(s).
8 The employee will record the final plan on the Planning Work
9 Sheet (Appendix I, Form E). This meeting will be documented
10 on the Annual Professional Growth Cycle Record (Appendix I,
11 Form F).
- 12 26.3.3.4 If an employee is transferred to another building or program
13 after developing the growth plan, the employee will remain in
14 the Personal Professional Growth Plan until the Growth Cycle
15 is completed.
- 16 26.3.4 Implementation of the Personal Professional Growth Program
- 17 26.3.4.1 To achieve the employee's Personal Professional goals, the
18 employee shall have the opportunity to experiment, research, or
19 explore new directions in a supportive environment. Risk-taking
20 and collaborative interaction in an atmosphere of trust and
21 respect are encouraged.
- 22 26.3.4.2 Each employee on this option is expected to pursue the Personal
23 Professional Growth Plan as outlined with modifications if
24 necessary.
- 25 26.3.4.3 The employee is responsible for evaluating his/her progress
26 towards the goal(s).
- 27 26.3.4.4 Prior to March 1 of each year, the principal/supervisor will meet
28 with the employee to discuss progress made toward achieving
29 the established Plan. This will be informational, not evaluative.
30 This meeting will be documented on the Annual Professional
31 Growth Cycle Record (Appendix I, Form F).
- 32 26.3.4.5 By June 1, the employee will self-evaluate the Personal
33 Professional Growth Plan and the principal/supervisor will meet
34 with the employee to discuss progress made towards attainment
35 of the Plan goals. This meeting will be documented on the
36 Annual Professional Growth Cycle Record (Appendix I, Form
37 F).
- 38 26.3.4.6 The Personal Professional Growth Plan and any materials/
39 information resulting from the Plan shall not be retained in the

employee's personnel file or used in any evaluation. Records, data, portfolios and other materials resulting from the development and implementation of the plan are the sole property of the employee. Employees may request that a copy of their PPG plan be placed in their personnel file.

26.3.4.7 At any time during the school year, the employee may choose to return to the Performance Cycle.

26.3.5 Observation and Evaluation – Personal Professional Growth Cycle

26.3.5.1 Thirty (30) minutes of observation shall be required each year. The thirty (30) minutes of required observation may be non-continuous.

26.3.5.2 By June 1 of each year, the employee shall meet with his/her evaluator to sign the Annual Professional Growth Cycle Record (Appendix I, Form F).

26.3.6 Return to Performance Cycle

26.3.6.1 An employee on the Growth Cycle for three (3) consecutive years will automatically be returned to the Performance Cycle on the fourth (4) year.

26.3.6.2 An employee may also be returned to the Performance Cycle if the supervisor believes that the employee is experiencing difficulties in the performance of his/her professional responsibilities. In this situation, the supervisor and employee are expected to meet about the performance concerns. Upon request, the employee may be accompanied by an Association representative at the meeting. A summary of the meeting will be provided by the supervisor to the employee within ten (10) working days after the meeting. Within thirty (30) days of the meeting, the supervisor will notify the employee regarding whether the concern has been resolved to the supervisor's satisfaction or not. If the concern has not been satisfactorily resolved, the employee will be returned to the Performance Cycle.

26.3.6.3 If a staff member does not attend the initial PPG meeting referenced in Section 26.3.3.3, he or she must wait until the following year to participate in the PPG cycle. If a staff member refuses to attend subsequent PPG meetings referenced in Section 26.3.4.4 and 26.3.4.5, he or she will be returned to the Performance evaluation cycle the following year. Exceptions for extenuating circumstances shall be granted by

1 mutual agreement of the District's professional development
2 administrator and the SEA President.

3 26.4. Intervention and Assistance. Successful implementation of the evaluation
4 procedure depends upon candid, specific oral and written communication between
5 the principal/supervisor and the employee. Likewise, the employee may initiate
6 the discussion. The employee has the right to be represented by an Association
7 representative at any stage of the evaluation process.

8 26.4.1 Meetings to Discuss Performance Concerns. When a supervisor believes
9 that an employee is having difficulty demonstrating satisfactory
10 performance, the supervisor will meet with the employee to discuss the
11 matter with the employee. Likewise, the employee may initiate the
12 discussion. The employee has the right to be represented by an
13 Association representative at any stage of the process. When meeting
14 with the employee, the supervisor shall disclose the reason(s) or
15 situation(s) giving rise to the concern. The employee shall be provided
16 the opportunity to respond to the concern(s) and to any allegation(s)
17 made against the employee. The supervisor will provide the employee
18 with a written summary of the meeting to the employee within ten (10)
19 workdays of the meeting to discuss the supervisor's concerns.

20 26.4.2 Provisional Employees. Provisional employees shall be notified of any
21 deficiencies that could affect their continued employment on or before
22 February 1 of a contract year. The intent of such notice is to provide
23 ample time for the employee to improve his/her performance. Any
24 employee receiving such notice shall be provided a written Plan of
25 Improvement (Appendix I, Form G) which shall include specific,
26 reasonable, written recommendations for improvement and shall include
27 resources to implement the recommendation(s). The District's decision
28 to non-renew provisional employees shall be in accordance with RCW
29 28A.405.220. Provisional employees shall not have recourse through the
30 arbitration provision (38.5) to contest the District's decision.

31 26.4.3 Voluntary Plan of Assistance. If statutory timelines permit, a voluntary
32 plan of assistance can be developed with the employee. The employee
33 will be afforded the opportunity to participate in the development of the
34 Plan of Improvement (Appendix I, Form G). This process is for
35 assistance, not probation. A voluntary plan of assistance will include
36 areas identified as needing improvement, a timeline for improvement,
37 resources to be provided to assist the employee and a method for
38 assessing progress toward improvement. The presence or absence of a
39 plan of assistance shall not interfere with or prevent the District from
40 placing an employee on probation under statutory procedures.

41 26.4.4 Designation of a Second Evaluator. If the employee does not agree that
42 he/she is experiencing performance difficulties, either the employee or

the supervisor may, in consultation with Human Resources, select a mutually agreed upon second evaluator. The second evaluator will observe and evaluate the employee's performance a minimum of two (2) times, for not less than sixty (60) minutes total. At the end of the observation/evaluation process, the employee, principal/supervisor and the second evaluator will meet to discuss the second evaluator's observations and evaluation.

26.4.5 Probation. The probation process is governed by Article 28.0 of the SEA Collective Bargaining Agreement.

26A.0 EVALUATION OF CLASSROOM TEACHERS

26a.1 Overview. The provisions of this Article 26a replace the provisions of Article 26 for classroom teachers. All other non-supervisory certificated employees (e.g., ESAs, TOSAs) shall continue to be evaluated under the provisions of Article 26.

26a.2 Framework. Classroom teachers shall be evaluated using the Danielson Framework for Teaching and the Washington State Criteria.

26a.3 Classroom Teacher. A "classroom teacher" is a certificated employee who provides academically focused instruction to students and holds a teaching certificate identified in the law. The District and Association shall consult on a case-by-case basis regarding any employee for which it is unclear whether the employee's position fits this definition.

26a.4 Evaluators. Evaluators shall be certificated administrators. No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The District will provide the Association with evidence of an evaluator's training upon request.

26a.5 Forms. Teachers and evaluators will use the forms mutually agreed-upon by the District and Association and included as appendices to this contract. Completion of other forms is optional and shall not be required.

26a.6 Evaluation Cycle. There are two kinds of evaluations for classroom teachers: comprehensive and focused. Certificated employees subject to the provisions of this evaluation cycle shall not include those certificated employees hired on or after October 1 to replace certificated employees who have been granted leave. See RCW 28a.405.900.

26a.6.1 A comprehensive evaluation must be completed for:

- a. Classroom teachers who are provisional employees;
- b. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in either of the previous two school years; and

1 c. All other classroom teachers at least once every four years.

2
3 26a.6.2 All other teachers are eligible to be on a focused evaluation.

4
5 26a.6.3 A classroom teacher may be transferred from a focused evaluation to a
6 comprehensive evaluation at the request of the teacher, or at the
7 direction of the teacher's evaluator. Such request or direction must be
8 received prior to the Progress Review described in Section 26a.10 (that
9 must be completed by the last day of February). When the evaluator
10 directs a mid-year transfer from a focused evaluation to a
11 comprehensive evaluation, the teacher shall be provided written notice
12 which includes a rationale for the decision. When a teacher is
13 transferred from a focused evaluation to a comprehensive evaluation,
14 all of the procedures of the comprehensive evaluation must be
15 completed.

16
17 26a.7 Goal Setting.

18
19 26a.7.1 In the comprehensive evaluation system teachers will write:

- 20
21 a. three student growth goals, one each related to components SG 3.1,
22 SG 6.1, SG 8.1, respectively.

23
24 26a.7.2 In the focused evaluation system teachers will write:

- 25
26 a. one student growth goal chosen as follows:
27 i. If Criterion 3, 6 or 8 is chosen for the focused evaluation, the
28 student growth goal will relate to 3.1, 6.1 or 8.1, respectively:
29 and
30 ii. If Criterion 1, 2, 4, 5, or 7 is chosen, either 3.1 or 6.1 will be
31 selected.

32
33 26a.7.3 Self-Assessment and Professional Growth Activities. After the
34 summative conference of the previous school year and prior to the end
35 of September, each teacher will reflect on his or her practice, complete
36 a self-assessment of his or her professional practice under the adopted
37 instructional framework and identify professional growth activities in a
38 format approved by the District and Association. A self-assessment of
39 all criteria and components will be done in the eVAL tool and shared
40 with the evaluator.

41
42 26a.7.4 Student Growth Goal. Each teacher will combine his or her self-
43 assessment with district and building initiatives and student
44 information as the foundation for writing student growth goals. The
45 goal setting document must be completed and submitted to the

evaluator prior to the goal setting conference, and no later than November 1.

26a.7.5 Student growth data will be taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data used to calculate a teacher's student growth criterion score must measure growth between two points in time during which the teacher is instructing the same class of students or subgroup of students.

26a.7.6 Goal Setting Conference. The evaluator will review the teacher's goals in advance of a goal setting conference and schedule a conference date with the teacher. The evaluator and teacher will meet to collaboratively discuss and the evaluator will provide feedback on the teacher's written goals. This goal setting conference may be combined with another conference when appropriate and/or necessary.

26a.8 Comprehensive Evaluation: Evidence Collection Throughout the Year

26a.8.1 If both the teacher and evaluator agree on the score for a component, no additional evidence is required to be submitted for that component. If there is a disagreement, it is the responsibility of the teacher or evaluator to provide evidence to modify the component rating.

26a.8.2 Throughout the school year, both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance in all four Domains of the Danielson Framework. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Such evidence may include compensated or volunteer coaching or leadership assignments across the district. Artifacts should be produced or result from the normal and actual course of professional performance.

26a.8.3 An accurate evaluation requires that corroborated and authentic evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, when an evaluator obtains evidence of which the teacher would otherwise not be aware and which may indicate a performance deficiency, the teacher shall be notified about the information within ten (10) days of its receipt. A conference shall take place if either party requests it, to discuss evidence and opportunities for growth.

1 26a.8.4 Formal surveys of student and parent perceptions of teacher
2 performance shall not be solicited by the evaluator for inclusion as
3 evidence in the evaluation.
4

5 26a.8.5 Evaluators shall not include evidence of content knowledge and
6 pedagogy from classes or subjects outside the employee's certification
7 and endorsements.
8

9 26a.8.6 Evidence shall be submitted and collected using a system mutually-
10 agreed upon by the District and Association.
11

12 26a.9 Comprehensive Evaluation: Observations
13

14 26a.9.1 Observations are one type of evidence of professional performance
15 relevant to the evaluative criteria.
16

17 26a.9.1.1 Each teacher shall be observed in the course of professional
18 performance at least two times for a minimum annual total
19 of 60 minutes.
20

21 26a.9.1.2 Within the 60 minutes required above, employees in their
22 first year in the District shall be observed at least once for a
23 minimum total of 30 minutes during the first 90 calendar
24 days of employment.
25

26 26a.9.1.3 Teachers in their third year of provisional status shall be
27 observed at least three times for a minimum annual total of
28 90 minutes.
29

30 26a.9.1.4 For teachers participating in a comprehensive evaluation, at
31 least one of the observations must be scheduled in advance
32 with the teacher using the full five-step observation cycle
33 described in 26a.9.2 below.
34

35 26a.9.1.5 For provisional teachers, the first of the observations, and
36 at least two of the observations, must be scheduled in
37 advance with the teacher using the full five-step
38 observation cycle described in 26a.9.2 below.
39

40 26a.9.2 Scheduled observations shall include:
41

- 42 a. Completion of pre-observation conference questions;
- 43 b. A pre-observation conference;
- 44 c. Observation of professional practice (including coding of
45 evidence);
- 46 d. Completion of post-conference questions (teacher reflection
 and self-assessment); and

e. A post-observation collaborative conference.

26a.9.3 Scheduled Observation Timelines. For scheduled observations, answers to the pre-observation conference questions shall be submitted in advance of the pre-observation conference. The post-observation conference will take place no more than ten days after the observation. At least two days prior to the post-observation conference, the evaluator will provide coded notes to the teacher and the teacher will provide answers to the post-observation conference questions to the evaluator.

26a.9.4 Post-observation Conference. Together, the teacher and evaluator arrive at a performance rating for the observed components within each criteria. In the event that the evaluator and teacher cannot come to agreement, the teacher will be given an opportunity to provide additional evidence of the teaching experience. Any formative assessment scores derived from the observation cycle will be documented in eVAL. The post-observation conference should include discussion of areas of strength, areas of growth and next steps.

26a.9.5 Other Observations. Evidence also may be gathered from unscheduled observations and observation of collegial work happening in the building. Such observations may include, but are not required to include, all steps of the five-step observation cycle described in 26a.9.2, although pre-observation questions shall not be required without a pre-observation conference, and post-observation questions shall not be required without a post-observation conference.

26a.10 Comprehensive Evaluation: Progress Review. For comprehensive evaluations, the teacher and evaluator will meet on or before the last day of February to review the teacher's progress toward the goals and document the domains and components for which additional evidence needs to be gathered. This meeting could be combined with another conference.

26a.11 Comprehensive Evaluation: Student Growth Conference. Prior to the completion of the summative scoring, the teacher and evaluator will meet to discuss the outcomes of the student growth goals. Together, the teacher and evaluator discuss evidence and a final summative score for student growth (SG 3.2 and SG 6.2). This meeting could be combined with another conference.

26a.12 Comprehensive Evaluation: Summative Conference and Criterion Rating. An annual evaluation conference shall be completed at least two weeks prior to the end of each school year. At the conference, each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance and each component shall have the same relative weight as

other components within the same criteria. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator. For additional scoring resources, see Appendix S, Teacher Evaluation: How to Score. If edits are made to the video referenced above, both parties will approve those edits prior to the link being updated as Appendix S.

26a.13 Comprehensive Evaluation: Overall Summative Performance Rating. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

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

26a.14 Comprehensive Evaluation: Student Growth Measures

26a.14.1 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. For a comprehensive evaluation, 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:

Score	Level	Rating
5-12	1	Low
13-17	2	Average
18-20	3	High

A student growth score of “1” in any of the rubric rows will result in an overall low student growth impact rating.

26a.14.2 A teacher who receives a Distinguished preliminary summative score and a Low student growth score will receive an overall Proficient rating.

26a.14.3 If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).

26a.14.4 The evaluations of certificated classroom teachers with a preliminary rating of Unsatisfactory and High student growth will be reviewed by the evaluator’s supervisor.

1 26a.15 Comprehensive Evaluation: Final Report. An annual evaluation report shall be
2 completed prior to the end of each school year. The final report shall include a score
3 for each criterion (not components), a student growth score and an overall summative
4 performance rating. The final report will identify the recommended evaluation
5 process for the following year (focused or comprehensive). The teacher and
6 evaluator will each sign a copy of the report which will be included in the teacher's
7 personnel report. The teacher shall have the opportunity to submit and attach any
8 additional comments to the final record of the evaluation.
9

10 26a.16 Focused Evaluation. A focused evaluation includes an assessment of one of the eight
11 criteria selected for a performance rating plus professional growth activities
12 specifically linked to the selected criteria. The selected criteria must be approved by
13 the teacher's evaluator and may have been identified in a previous comprehensive
14 evaluation as benefiting from additional attention. The criteria may be identified
15 during the summative conference of the previous school year but must be finalized
16 prior to the end of September. A group of teachers may, but shall not be required to,
17 focus on the same evaluation criteria and share professional growth activities. The
18 procedures for participating in a focused evaluation shall be the same as described in
19 the procedures for participating in a comprehensive evaluation except as noted below:
20 a. Self-Assessment: The same as Section 26a.7.3
21 b. Goal Setting: The same as Section 26a.7 except if criterion 3, 6 or 8 is selected for
22 the focused evaluation, the teacher shall set a student growth goal for SG-3.1, SG-
23 6.1 or SG-8.1 respectively. If criterion 1, 2, 4, 5, or 7 is selected, the teacher shall
24 choose to set a goal for SG-3.1 or SG-6.1.
25 c. Goal Setting Conference: The same as Section 26a.7.6.
26 d. Evidence Collection Throughout the Year: The same as Section 26a.8.
27 e. Observations: The same as Section 26a.9 except a scheduled observation with the
28 full five-step cycle is not required.
29 f. Progress Review: The same as Section 26a.10.
30 g. Student Growth Conference: The same as Section 26a.11.
31 h. Summative Evaluation Conference and Criterion Rating: The same as Section
32 26a.12.
33 i. Overall Summative Performance Rating: A classroom teacher shall receive a
34 summative performance rating based on the score for the criterion selected for the
35 focused evaluation and the student growth rubrics used in the evaluation.
36 j. Student Growth Measures: The same as Section 26a.14 except:
37 i. The focused evaluation will include the student growth rubrics of the selected
38 criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student
39 growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use
40 criterion 3 or 6 student growth rubrics, as selected by the teacher.
41 ii. If a teacher receives a student growth score of "1" in any of the rubric rows,
42 the teacher and evaluator will mutually agree to engage in one of the student
43 growth inquiries required by law (WAC 392-191A-100).
44 k. Final Report: The same as Section 26a.15 except a separate student growth score
45 is not recorded.
46

1 26a.17 Provisional Employees. Provisional employees shall be notified of any known
2 deficiencies that could affect their continued employment at the Progress Review.
3 The intent of such notice is to provide ample time for the employee to improve
4 his/her performance. The District's decision to non-renew provisional employees shall
5 be in accordance with RCW 28A.405.220. Provisional employees shall not have
6 recourse through the arbitration provision (38.5) to contest the District's decision.

7 Each year, Human Resources shall forward to the superintendent a list of provisional
8 employees who have received one of the top two evaluation ratings during the second
9 year of employment. The superintendent may remove these employees from
10 provisional status, and no later than June 30th of each year, the District shall provide a
11 list to the Association of all employees who have been removed from provisional
12 status.

13 26a.18 Voluntary Plan of Assistance. If statutory timelines permit, a voluntary plan of
14 assistance can be developed with the employee. The employee will be afforded the
15 opportunity to participate in the development of the Plan of Improvement (Appendix
16 H, Form G). This process is for assistance, not probation. A voluntary plan of
17 assistance will include areas identified as needing improvement, a timeline for
18 improvement, resources to be provided to assist the employee and a method for
19 assessing progress toward improvement. The presence or absence of a plan of
20 assistance shall not interfere with or prevent the District from placing an employee on
21 probation under statutory procedures.

22 26a.19 Teachers with a Basic Rating. A teacher with a final summative performance rating
23 of Basic shall participate in a comprehensive evaluation for the succeeding two
24 school years. The teacher shall be offered support from the following list of options:

- 25 a. Opportunities to observe proficient/distinguished teachers based on areas of
26 needed growth.
- 27 b. One-on-one time with instructional TOSA to talk about instructional strategies
28 for that content area, if applicable.
- 29 c. Expert teacher to model proficient/distinguished instruction in areas of growth
30 in struggling teacher's classroom.
- 31 d. Professional development.
- 32 e. Non-evaluative administrator to observe and provide feedback.
- 33 f. Colleague/TOSA/non-evaluative administrator to provide a structured
34 opportunity for struggling teacher to self-assess.
- 35 g. Assignment of a mentor teacher, as provided in Section 56.5.
- 36 h. Up to two (2) days of release time in addition to the resource identified in
37 Section 29.1, for release of the teacher with the "Basic" rating to observe,
38 debrief and reflect with other identified teachers with expertise. Priority
39 should be given to observation of colleagues who have been identified as
40 "Proficient" or "Distinguished" in growth areas for the teacher with the
41 "Basic" rating.
- 42 i. TeachScape, or other substantive training as mutually agreed by the District
43 and the Association, on the Danielson Framework.

No teacher with a “Basic” rating shall be required to accept resources from the list (a-i) above. Evaluators shall not reduce any score of a teacher with a “Basic” rating solely due to the refusal of any of the resources above.

26a.20 Designation of a Second Evaluator. If the employee does not agree that he/she is experiencing performance difficulties, either the employee or the supervisor may request prior to March 31 and, in consultation with Human Resources, select a mutually agreed upon second evaluator. The second evaluator is intended to be a resource for both the teacher and the administrator. See Memorandum of Understanding regarding the Second Evaluator.

26a.21 Probation. Provisions for probation shall continue to be in accordance with Section 26.4 and Article 28 of the SEA collective bargaining agreement. Under RCW 28A.405.100, the following summative evaluation performance ratings mean a classroom teacher’s work is not judged satisfactory and will result in probation:

- a. Unsatisfactory (Level 1); or
- b. Basic (Level 2) if the classroom teacher is a continuing contract employee with more than five years of teaching experience and if the Basic (Level 2) summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

26a.22 Notification of Probationary Status. When a probationary status is the outcome of a final summative evaluation performance rating as described in either a. or b. above, the teacher shall be notified of the probation no later than May 15th of the school year in which the summative rating triggering the probationary status is assigned.

26a.23 Probationary Plan. The probationary plan shall commence after October 15th. Probationary plans will address areas of growth relative to the Danielson framework. Such plans shall clearly indicate the necessary progress required for the teacher to be removed from the probationary plan, and how success will be measured. Any teacher on a probationary plan who is assigned a proficient summative score shall be removed from the plan. For teachers with five years or less experience, removal from the probationary plan may be triggered by achievement of a “Basic” rating.

26a.24 Timelines. Timelines within these procedures may be extended by the documented mutual agreement of the employee and evaluator.

26a.25 Privacy. Disclosure of teacher evaluation results that include teacher names shall be released only as requested by the teacher or as required by law.

27.0 ADMINISTRATIVE DISCIPLINE

27.1 The District and the Association agree to support a practice of administrative discipline when such action is required to maintain professional standards as

1 established by this Agreement and District policy. When administrative discipline is
2 required, fairness and respect for the individual receiving the discipline shall be the
3 standard of application.

4 27.2 An oral reprimand shall be based upon just and sufficient cause and made in
5 confidence to the employee by the administrator.

6 27.3 Disciplinary action shall be based upon just and sufficient cause with a written
7 communication to the certificated employee.

8 27.3.1 Inherent in the concept of “just and sufficient cause” is the principle that
9 allegations of misconduct should be addressed in a timely manner. Any
10 action upon or reference to matters known by an employer for three (3) years
11 or more and not previously addressed is not considered timely.

12 27.3.2 Also inherent in the concept of “just and sufficient cause” is the principle of
13 double jeopardy. An employee shall not be subject to corrective action more
14 than once for the same act of misconduct.

15 27.3.3 Also inherent in the concept of “just and sufficient cause” is the principle of
16 fair notice. An employee who has been directed, warned or disciplined in
17 writing about his or her conduct should be presumed to have fair notice about
18 not engaging in similar conduct in the future, regardless of whether such
19 notice occurred more than three (3) years earlier. The parties recognize that
20 cultural mores and related standards of behavior may change over time.

21 27.3.4 Also inherent in the concept of “just and sufficient cause” is the principle of
22 progressive discipline. An employee should be subject to a more serious
23 corrective action when the employee repeats the same or similar type of
24 misconduct, or when an employee engages in different types of misconduct
25 within a short period of time such as three (3) years.

26 27.4 If an administrator calls an employee into a meeting for the specific purpose of
27 administering formal discipline, the employee shall be informed of the purpose prior
28 to the meeting.

29 27.5 Employees shall have the right to have a representative of the Association present
30 when being formally disciplined by any member of the administration.

31 27.6 Guidelines For Administrative Leave. The following provisions are guidelines only,
32 and the District reserves the right to make appropriate modifications in a case with
33 unusual circumstances.

34 27.6.1. Purpose of Administrative Leave. The administrative leave that is the
35 subject of this section is an employer-directed removal from the workplace
36 for an indefinite period of time. The purpose of administrative leave is to
37 remove an employee from the workplace during the pendency of an
38 investigation and/or until discipline is imposed. In general, it is used when

1 the District believes the employee's continued presence in the workplace
2 could threaten or endanger children, self, or others, disrupt the educational or
3 work environment, or interfere with an investigation. We recognize that the
4 term "administrative leave" can also apply to a non-disciplinary paid leave,
5 mutually agreed between the District and the employee/SEA, for reasons
6 other than the investigation of misconduct, and that such administrative
7 leave is outside the scope of these guidelines.

8 27.6.2. Conduct Meriting Administrative Leave. The District's intent is to use
9 administrative leave in limited circumstances. The allegations of
10 misconduct should involve action or behavior that endangers or threatens
11 staff or students such as assault, sexual behavior, threats to self or others,
12 abuse, drug or alcohol use, or conduct that directly or indirectly endangers
13 students or staff or has the potential to disrupt the educational or work
14 environment or interfere with an investigation.

15 27.6.3. Making the Administrative Leave Decision. The District believes that
16 administrative leaves must be administered consistently and centrally. The
17 decision to place an employee on administrative leave will be made by the
18 Director of Human Resources (or his/her designee if the Director is
19 unavailable) in consultation with the Superintendent or designee. Principals
20 have been advised that if they have someone they think should be on
21 administrative leave, they should contact the HR Director. In an emergency
22 situation, principals have the authority to send an employee home for the
23 remainder of the day and, in such cases, shall be required to immediately
24 notify the HR Director. When the HR Director receives notice of a potential
25 leave situation, she/he will, to the extent possible, request a written summary
26 of the incident from the relevant building administrator, confer with the
27 principal and obtain his or her recommendation as to whether leave is
28 warranted, and review the allegations. If time and circumstances permit, the
29 HR Director will talk to the complaining witness(es) and the employee (with
30 the employee being advised of the right to have an Association
31 representative present) and attempt to make a preliminary determination of
32 the credibility of the allegations before placing the employee on leave.

33 27.6.4. Administrative Leave Not Disciplinary. Administrative leave is not
34 considered by the District to be disciplinary. The employee is paid while on
35 leave and retains all legal and contractual rights to contest any discipline that
36 might ultimately be imposed. SEA's view is that administrative leave may
37 constitute a disciplinary action.

38 27.6.5. Notice To Employee. When an employee is put on administrative leave, the
39 District will at that time let the employee know the nature of the
40 allegation(s). This will be done in writing and/or in person. The District
41 will copy SEA on the written notice and allow SEA to accompany the
42 employee to any meeting with District personnel regarding such leave. The

District will provide as much detail as it can without impairing or compromising the investigation.

27.6.6. Employee Rights While On Leave. At the time the employee is placed on administrative leave, the District will provide the employee with information on administrative leave and how it works, let employees know they can seek representation from the Association, that they can access the District's Employee Assistance Program to deal with stress, or other emotional/mental health concerns, and what the procedure is for getting access to the employee's personal belongings.

27.6.7. Investigation Protocol. The District will make every effort to begin the investigation as quickly as possible after placing the employee on leave. Interviewees will be advised that they are obligated to cooperate with an investigation and are expected to refrain from sharing their testimony with other employees, students, or parents while the investigation is pending. Interviewees will be advised that their statements are subject to disclosure requests to the Association for the purpose of the Association representing the employee on administrative leave. In addition, their statements are subject to requests under the Washington Public Records Act following conclusion of the investigation. The District's intention is to engage sufficient investigatory resources to begin and complete investigations in a timely fashion. SEA-represented employees interviewed as witnesses will be contacted directly and, when possible, allowed to schedule their interview at a time and location convenient to them, and may have representation or assistance by a person of their choice present in the interview. In all interviews, the investigator will identify him or herself and the purpose of the interview.

27.6.8. Restrictions On Access To Buildings and Staff Members. Employees on administrative leave will usually be asked to refrain from returning to their building during the period of their leave or communicating with staff, students, or parents about the allegation(s) or investigation. If an employee needs to get personal or professional belongings from the building while the investigation is in progress, appropriate arrangements can be made through the HR Department. Arrangements for lesson planning discussions with substitute will be made through the building principal. These restrictions on contact are not intended to prevent an employee on administrative leave from maintaining preexisting personal relationships with fellow staff members.

27.6.9. Early Return From Administrative Leave. Leave does not have to last until completion of the investigation or until discipline is imposed. If the investigation reveals that the employee's presence in the workplace will not threaten or endanger children, self, or others, disrupt the educational or work environment, or interfere with the investigation, the employee may be brought back from administrative leave. This can occur regardless of

whether the investigation has been completed or discipline is ultimately imposed.

27.6.10. Status Reports To SEA. Upon request, the Director of Human Resources will provide the Association with a status report concerning the SEA represented employees on administrative leave.

28.0 PROBATION

28.1 A certificated employee may be placed upon probationary status in accordance with State laws, and rules and regulations governing the employment and performance of a certificated employee. Probationary status shall be assigned at any time after October 15 of a contract year for a period of at least sixty (60) school days.

28.2 When a certificated employee is placed on probationary status, the District shall provide the employee with the appropriate reason(s) for the probationary status, and a Plan for Improvement (Appendix H, Form G) which must include the following:

- a. Evaluation Area of Concern (Incl. Criterion and Indicator);
- b. Description of Concern (Incl. What Was Observed and When);
- c. Expectations for Improvement (Objective and Measurable);
- d. Timeline to Support Improvement (Incl. Mtg. and Decision Dates);
- e. Resources to Support Improvement;
- f. Outcome for Improvement or Lack of Improvement.

The evaluator shall meet with the employee at least twice monthly to supervise and make written evaluation of the progress made by the employee. The employee has the right to representation by an Association representative at any stage of this process.

28.3 Certificated employees shall have the right to have an observer at any stage of the probationary status.

28.4 An individual on probation shall have the right to submit any relevant information on his/her behalf.

29.0 PROFESSIONAL DEVELOPMENT

29.1 Each year of this agreement, the District shall support educator-selected professional development. The District agrees to provide a budget allocation equal to the cost of one and one-half day substitute days for each certificated FTE. Each certificated employee will be given an opportunity to visit other classrooms, attend conferences, work to obtain the Professional Certificate, or engage in other forms of self-selected professional growth that supports the individual's professional growth plan or the building's school improvement plan. See also Section 32.16 for additional permissible use of this budget allocation.

29.1.1 All funds not committed by the individual as of February 1 shall be pooled within each building for members to apply for additional reimbursements of

up to the value of one release day, with an application window between March 1st and June 1st. Funds will be distributed using the decision-making process in Section 62.0 until the pool has been exhausted.

29.1.2 All funds not committed by buildings as of June 1st shall be pooled for support of certificated instructional staff professional development by the Instructional Department.

29.2 In-District Teacher Exchanges. Teachers may, with consent of the building administrators, exchange their regularly assigned positions for a duration of time mutually agreed by the participating teachers and building administrators.

29.3 District Professional Development Committee

29.3.1 A District Professional Development Committee shall be established for the purpose of providing the District with advice as to staff development needs for the conduct of the educational program.

29.3.2 The committee shall consist of up to twelve (12) members, equally appointed by the District and Association.

29.3.3 The committee shall provide recommendations to the District for professional development programs and core competencies for certificated employees consistent with District needs and resources.

29.4 Retraining

29.4.1 The District and the Association agree to meet and confer in determining future instructional program needs and assist in the communication of retraining opportunities to staff.

29.4.2 Retraining, based upon an approved plan, may include, but is not limited to, summer school programs, college/university or District-approved professional in-service programs.

29.4.3 All retraining shall be voluntary on the part of the certificated staff.

29.4.4 The District shall offer training to assist teachers in working with high impact students and for inclusion of special education students.

29.5 Courses for which the registration tuition or time is paid for by the District will be used for advancement on the salary schedule.

29.6 Curriculum, Assessments and Instructional Programs

29.6.1 Sufficient materials, time and professional development will be provided to teachers for the successful implementation and teaching of any new or updated adoptions including, but not limited to, curriculum, assessments

and/or instructional programs (including intervention programs). A comprehensive district-wide curriculum adoption (e.g. Math, Reading, Writing) may need a multi-year roll-out in order to prepare and support certificated staff in the new curriculum, assessment, and/or instructional programs. Implementation expectations during a multi-year roll-out will not exceed the materials and training that the District has provided at any given time. Professional development shall be offered prior to the implementation of new curriculum, standards, or reporting requirements.

29.6.2 Non-supervisory certificated staff shall be involved in all new and updated adoptions of instructional materials in accordance with existing District policy and state law.

29.6.3 Regular and ongoing labor/management meetings are an appropriate forum to discuss workload implications of any new or updated adoptions in curriculum, assessments, and/or instructional programs.

29.7 Building-Based Instructional Coaches.

29.7.1 As a component of Shoreline's professional development program, instructional coaches are a building-based resource for supporting teachers in improving instructional practice to accelerate learning for all students.

29.7.2 Beginning in the 2016-2017 school year, Cascade K-8 and each elementary school shall be assigned a .5 FTE instructional coach, and the Early Childhood Education (ECE) program shall be assigned a .2 FTE instructional coach. No later than the 2017-2018 school year, each middle school shall be assigned a 1.0 FTE instructional coach and each high school shall be assigned a 1.0 FTE instructional coach.

29.7.3 Instructional coaches shall not be used to gather evidence or make judgments for performance evaluations.

29.7.4 Instructional coaches shall be evaluated using the classroom teacher evaluation model.

29.7.5 Each instructional coach shall be contracted for five (5) additional 8-hour days beyond the certificated employee's contract year, compensated on a per diem basis on a supplemental contract. These days shall be scheduled by mutual agreement between the instructional coach and the building administrator.

29.7.6 Each instructional coach shall be provided \$500.00 training funds, annually, to be used for professional development.

29.7.7 Throughout the duration of each school year, instructional coaches shall be provided the opportunity to attend department meetings on a monthly basis. Such meetings shall be scheduled during the regular workday, and shall allow for cross-

building training and communication as requested and designed by the instructional coaches.

29.7.8 To ensure instructional coaches maintain the skills and expertise necessary to provide high quality support for teachers, the District will reassign instructional coaches to classroom teaching assignments once every three years, with the option at the District's discretion to wait until a fourth year if circumstances warrant. In such cases that a classroom teaching position is not available in the building in which the instructional coach is assigned, the reassignment may be deferred to a subsequent school year when a position opens, at which time the instructional coach will be reassigned. Alternately, the instructional coach may request and will be transferred to another building after four years in the instructional coach assignment.

29.8 Clock Hours: The District shall offer clock hours for all district provided professional development, to the extent allowed, including a one-time offering of 3.0 Clock Hours for each current employee on completion of Safe Schools or any district liability training.

30.0 NATIONAL CERTIFICATION

30.1 An employee attaining certification by the National Board for Professional Teaching Standards shall receive a salary bonus in the amount appropriated by the State, provided that the employee meets all other conditions imposed by the State for receipt of these funds. The District shall subsidize one-half the cost of registration for initial or re-certification.

30.2 Upon achievement of national certification, teachers or school counselors whose registration was subsidized by the District shall be expected to provide twenty-five (25) hours of service within the following three (3) school years such as teaching professional development classes, supporting or mentoring colleagues, or working on other projects approved by the administrator responsible for professional development.

30.3 If a teacher whose registration was subsidized by the District leaves employment with the District prior to one school year after achieving national certification, the teacher shall refund to the District the amount paid by the District, unless the teacher leaves employment due to disability.

30.4 Teachers registered and seeking National Board certification or re-certification shall be provided a paid release day to work on their program. This day shall be in addition to any other support that may exist in this agreement.

30.5 Educational Staff Associate (ESA) employees who hold the national certifications listed below shall receive a salary bonus from the District, equal to the amount appropriated by the State for the National Board Certificate identified in Section 30.1, above:

Speech Language Pathologist/Audiologist: ASHA – CCC-A/CCC-SLP

School Psychologist: National Association of School Psychologists (NSPCS)

Occupational Therapist: National Board for Certification in Occupational Therapy (NBCOT)

Physical Therapist: Federation of State Boards of Physical Therapy (FSBPT)

31.0 ELEMENTARY PARENT CONFERENCE TIME

31.1 For grades kindergarten through six, the parties agree to schedule four (4) early dismissal half-days and one (1) evening in January and three (3) early dismissal half-days in October for the purpose of conferencing with parents regarding an individual student. Conferences shall be scheduled for all parents during each conference period. The evening of parent conferencing in January is recognized as a trade for an early dismissal of staff and students on the day before Thanksgiving.

31.2 Classroom teachers (K-6) with more than 30 parent conferences shall be provided with an additional 90 minutes of substitute time. Classroom teachers (K-6) with more than 33 conferences shall be provided with a half-day substitute.

31.3 The District agrees to provide upon request of the teacher and building administrator additional released time for parent conferencing for special student needs.

32.0 CERTIFICATED EMPLOYEE WORK LOAD

32.1 The Board and the Association agree that the number of pupils and certificated employees assigned to classes is the responsibility of the District. The District shall maintain a reasonable certificated employee work load consistent with financial resources, availability of building space, and educational program requirements. The District and Association have a shared interest in placing paraeducators in overloaded classrooms as close to the count date as possible. To mitigate the impact of overload situations, the District shall accelerate the hiring and placement of paraeducator and CSR support through the use of hiring pools and other streamlined HR procedures.

32.2 In the event the number of pupils reaches that which is listed below, it is agreed the District shall adjust a certificated employee's work load as follows:

32.2.1	Secondary Schools	Option A	Option B
	<u>Student Enrollment</u>	<u>Compensation</u>	<u>Paraeducator</u>
	149	\$1,527/year	1-1/2 hrs. daily
	163	\$2,136/year	1-1/2 hrs. daily
	173	\$2,745/year	2 hrs. daily

32.2.2	Elementary Schools	Option A	Option B
	<u>Student Enrollment</u>	<u>Compensation</u>	<u>Paraeducator</u>
	K 24-25	\$1,527/year	1-1/2 hrs. daily

1	1-3	26-27		
2	4	28-29		
3	5-6	29-30		
4	K	26-27	\$2,136/year	1-1/2 hrs. daily
5	1-3	28-29		
6	4	30-31		
7	5-6	31-32		
8	K	28-29	\$2,745/year	2 hrs. daily
9	1-3	30-31		
10	4	32-33		
11	5-6	33-34		

12 32.2.3 Class size relief levels for Grades 1-6 in Section 32.2.2 shall be reduced by
13 two (2) students if the District's I-728 funding is at least \$2,010,666.

14 32.2.4 Enrollment Count. For the purposes of qualifying for Option A or Option B
15 above, enrollment shall be measured for high school no later than the first
16 student day of October, the fifteenth day of February, and the first student
17 day of May. For the purposes of qualifying for Option A or Option B above,
18 enrollment shall be measured for middle and elementary schools on a
19 trimester basis, no later than the first student day of October, January and
20 April.

21 32.2.5 On the count dates in Section 32.2.4 above, employees in overload may
22 choose either personal compensation (Option A) or paraeducator assistance
23 (Option B). When an employee chooses Option B, the District will hire and
24 place an overload paraeducator as soon as possible. If an employee goes
25 into overload between these count dates, the employee shall be paid the
26 compensation (Option A) for each day of overload until the next count date,
27 at which time the employee may choose Option A or B.

28 32.2.6 Class Size Relief (CSR) Model. When the District hires additional
29 certificated staff to avoid going into overload in an elementary grade level,
30 the Grade Level Support Chart below will be used to implement additional
31 certificated support staffing for the elementary grade level:

Grade	1	2	3	4	5	6
Overload Trigger Number	26	26	26	28	29	29
Total in 2 classes before trigger	50	50	50	54	56	56
Total in 3 classes before trigger	75	75	75	81	84	84
Total in 4 classes before trigger	100	100	100	108	108	108

32
33 Key 1-4 students over .2 cert
34 5-8 students over .4 cert
35 9-11 students over .5 cert
36 12-14 students over .6 cert
37 15+ students over .8 cert

32.2.6.1 Staff who provide 0.2 FTE or greater relief to a particular classroom will be counted when calculating the overload triggers in Section 32.2.

32.2.6.2 Staff who are hired to provide CSR support shall be provided lunch and planning time, and will be provided the non-student time before and after school, pro-rated by their FTE.

32.2.6.3 The CSR support shall be assigned at a time mutually agreed by the CSR support teacher and the teachers in the assigned grade level. CSR support teachers shall not be utilized as substitute teachers.

32.2.7 In cases where a classroom teacher is out on leave and a substitute in a long-term assignment is serving in her/his place, the substitute can choose between paraeducator assistance and overload compensation. That choice will remain in effect until the next student count date for determining class overloads. If the permanent teacher returns between count dates, the teacher will be bound by the substitute's choice. The permanent teacher can make a different choice at the next official count date. If the substitute's choice is overload compensation, the compensation will be allocated to the substitute and the permanent teacher for the days in which they work in the classroom.

32.2.8 Payment Schedule. Personal compensation for overload (Option A) shall be prorated and measured on a daily basis. Compensation for overload qualifying before the 5th of the month shall be paid in the current month. Those qualifying for overload compensation after the 5th of the month shall receive payment at the end of the next month. Paraeducator assistance (Option B) shall be assigned until the next count date.

32.2.9 The overload triggers and compensation provided in this section shall be calculated and prorated by an employee's full-time equivalency.

32.2.10 Singleton Classes. For any secondary certificated teacher not eligible for assistance under Sections 32.2.1 or 32.2.13 the District shall provide \$250 compensation per class per year when any single class exceeds 34 students (36 students for Physical Education), as measured on the count dates in Section 32.2.4.

32.2.11 Class Size and Safety. Class sizes may be additionally limited by safety or available space concerns, including the number of available lab stations in science classrooms. The maximum number of students in each classroom shall be determined by the building administrator in consultation with the certificated teachers using those rooms and the respective department chair. Requests for additional staffing due to safety concerns shall be forwarded to the Director of Human Resources for action. In order to address the unique safety concerns of chemistry lab stations, class sizes for chemistry shall be

limited to four students per lab station in the classroom unless the teacher agrees that a greater number of students will be safe due to the dynamics of the student mix or the lessons planned for the class (i.e. microlabs instead of beaker chemistry).

In the elementary setting, in such cases that a paraeducator is assigned to work with one or more students to provide behavior support, the need for paraeducator support in music, PE and library shall also be considered in the scheduling of that paraeducator support.

32.2.12 Secondary Music. Except for Section 32.2.11, Secondary Music classes are excluded from the provisions of this section.

32.2.13 Secondary P.E.. For secondary Physical Education classes, the District shall adjust a certificated employee's workload as follows:

	Option A	Option B
<u>Student Enrollment</u>	<u>Compensation</u>	<u>Paraeducator</u>
175	\$1,527/year	1-1/2 hrs. daily
189	\$2,136/year	1-1/2 hrs. daily
199	\$2,745/year	2 hrs. daily

32.2.14 Paraeducator Substitutes. The District shall hire substitutes for paraeducators providing workload relief when the paraeducator has been absent, provided that a substitute is available.

32.3 When K-6 combination classes are necessary

32.3.1 Teachers shall have the right to apply for combination class assignments.

32.3.2 Strong consideration shall be given to rotating combination class teachers at least every two (2) years.

32.3.3 If possible, sizes of combination classes shall be three (3) pupils below the District staffing ratio.

32.3.4 For assistance provided in Section 32.2.2, class size triggers for combination grade classes shall be three (3) less students than the regular trigger for the lower grade level in that class, except that combination classes formed by program choice shall be subject to a class size trigger which is the average of the grades actually taught.

32.3.5 Combination classes in Grades 1-6 will be provided with a .2 FTE certificated Class Size Relief (CSR) support teacher, allocated on the 4th day of school, to deliver math instruction. Alternative methods of assigning .2 FTE support will be determined on a case-by-case basis. No additional overload relief will be provided to the combination class until the combination class triggers .4 FTE CSR relief.

1 32.4 Elementary music and physical education teachers

2 32.4.1 Elementary music and physical education (K-6) shall be scheduled for a
3 maximum of nine (9) thirty (30) minute classes a day or eight (8) thirty (30)
4 minute classes when scheduled between two buildings. Grade level
5 scheduling should be given priority in order to limit schedule conflicts
6 between music and physical education classes.

7 32.4.2 Classes may be scheduled back-to-back without transition time, but only for
8 the same or contiguous grade levels, and in no case shall classes be
9 scheduled for more than eighty (80) minutes without at least five (5) minutes
10 transition time before and after the eighty (80) minute block. In all other
11 cases, transition time between classes will be at least five (5) minutes.
12 Wherever possible, the District will provide ten (10) minutes between
13 changes in classes.

14 32.4.3 Whenever two elementary specialists provide instruction in the same subject
15 area in the same school building, the District will make efforts to provide
16 continuity of the same instructor for the same students. Principals will
17 review class scheduling with teachers and specialists.

18 32.4.4 Elementary Music and P.E. Overload. Class schedules which exceed an
19 average of 1260 minutes per week over a two-week period, or 42 thirty-
20 minute sections per week shall be staffed with a 1.1 FTE. Such schedules
21 shall not exceed an average of 1320 minutes per week over a two-week
22 period, or 44 thirty-minute sections per week.

23 32.4.5 In such instances that one building triggers greater than 1.0 FTE of music or
24 PE, and an additional supplemental contract is offered and accepted as
25 described in Section 32.4, the impacted employee will waive the section
26 limits described in 32.4.2.

27 32.4.6 Assistive Technology. Microphones or other assistive technology shall be
28 provided to music and physical education teachers upon presentation of a
29 medical need for such accommodation.

30 32.5 Voluntary Overload. After consultation between a certificated employee(s) and
31 building administrator(s), a certificated employee may accept an increased work load
32 or the work load may be exceeded upon a certificated employee's request.

33 32.6 Counselors.

34 32.6.1 High school (grades 9-12) counselors shall be assigned in accordance with a
35 1:350 counselor-to-student ratio (head count including Running Start
36 Students).

- 1 32.6.2 At the middle school level (grades 7-8) there shall be no less than 1.0 FTE
2 counselor assigned per grade level, or a 1:350 counselor-to-student FTE
3 ratio, whichever results in greater counselor FTE.
- 4 32.6.3 Each elementary school and Cascade K-8 shall be assigned a 1.0 FTE
5 counselor.
- 6 32.7 High School Support Staffing. Beginning no later than the 2016-2017 school year,
7 each high school shall be staffed with a 1.0 FTE Dean of students, a 0.6 FTE Activity
8 Coordinator, and a 0.4 FTE Athletic Director. The FTE assigned to these positions
9 shall not include any classroom teaching assignment.
- 10 32.8 Mainstreaming
- 11 32.8.1 The District and Association agree that teaching students with high or
12 unusual educational needs is a responsibility of every educational
13 professional in our system. Principals, counselors and other staff members
14 involved in student assignment will attempt to assign students in a balanced
15 and equitable manner, considering class mix, and understanding that student
16 assignment decisions are also subject to timing, class size and student
17 educational needs. Responsibility for the final student placement decision
18 rests with the principal.
- 19 32.8.2 When the work load of classroom, physical education and music teachers is
20 affected by mainstreaming of students from self-contained special education
21 classes and/or ELL classes at the elementary or secondary level, the District
22 shall provide Paraeducators or other appropriate assistance.
- 23 32.8.3 Mainstreamed students shall be counted in determining class load when the
24 individual student attends the general education classroom for forty percent
25 (40%) or more of the student's day.
- 26 32.8.4 Mainstreamed students shall be counted in the total class count for the
27 individual teachers at the secondary school level.
- 28 32.8.5 Mainstreaming of students shall be done equitably among the certificated
29 staff in each building.
- 30 32.9 Speech/Language Pathologists
- 31 32.9.1 The appropriate service delivery model for each communications disordered
32 student shall be determined by the IEP team and implemented by the
33 Speech/Language Pathologist (SLP). Consistent district-wide entrance and
34 exit guidelines shall be determined by mutual agreement between the
35 Superintendent's designee and the SLP staff. The delivery of specially-
36 designed instruction by the SLP may include the following: individual or
37 small group pull-out therapy; in-classroom pull-aside therapy; and in-class
38 collaboration or consultation. Time will be provided within an SLP's

1 schedule to perform the following functions: referral intake, assessments,
2 completion of legally required paperwork, attendance at legally required
3 meetings, material and equipment adaptation, and teacher or parent training.

4 32.9.2 Recommended group sizes for pullout small group therapy are as follows:

<u>Grade Level</u>	<u>Severity</u>	<u>Group Size</u>
Pre-School		1
Elementary	Severe	1-2
	Moderate	1-3
	Mild	2-3
Secondary	Severe	1
	Moderate	1-2
	Mild	2-3

14 32.9.3 When specially designed instruction exceeds 18 hours per week, relief shall
15 be provided in accordance with the SLP overload chart below:

	<u>Option A</u>	<u>Option B</u>
	<u>Compensation</u>	<u>Paraeducators</u>
19-20 hours	\$1,527/year	1-1/2 hrs. daily paraeducator
21-22 hours	\$2,136/year	1-1/2 hrs. daily paraeducator
23-24 hours	\$2,745/year	2 hrs. daily paraeducator

21 32.9.4 For the purposes of qualifying for Option A or B above, specially designed
22 instruction shall be measured three times per year no later than the first
23 student day of October, January and April. The parties agree to recognize
24 each work site or school as a separate and distinct assignment with its own
25 caseload, with the capacity to drive an overload remedy which shall be pro-
26 rated by FTE. In such cases that an SLP is assigned to the Early Childhood
27 program, that portion of the assignment that is scheduled for assessment and
28 intake shall also be considered a separate and distinct assignment, with the
29 capacity to drive an overload remedy pro-rated by FTE. The process for
30 implementing these options shall be consistent with Sections 32.2.3 through
31 32.2.7.

32 32.10 Occupational Therapy/Physical Therapy

33 32.10.1 The IEP Team shall determine the appropriate Occupational
34 Therapy/Physical Therapy service delivery model for each pupil served.
35 Workload for OT/PT staff shall be based on 18 hours of intervention
36 services per week. Intervention service hours shall be defined as time spent
37 on therapy/instruction, parent and/or teacher training, structured observation,
38 and equipment adaptation.

32.10.2 When the hours of intervention exceed 18 hours per week, relief will be provided as follows:

	Option A	Option B
	<u>Compensation</u>	<u>Paraeducators</u>
19-20 hours	\$1,527/year	1-1/2 hrs. daily paraeducator
21-22 hours	\$2,136/year	1-1/2 hrs. daily paraeducator
23-24 hours	\$2,745/year	2 hrs. daily paraeducator

32.10.3 For the purposes of qualifying for Option A or B above, intervention services shall be measured three times per year no later than the first student day of October, January and April. The parties agree to recognize each work site or school as a separate and distinct assignment with its own caseload, with the capacity to drive an overload remedy which shall be pro-rated by FTE. In such cases that an OT or PT is assigned to the Early Childhood program, that portion of the assignment that is scheduled for assessment and intake shall also be considered a separate and distinct assignment, with the capacity to drive an overload remedy pro-rated by FTE. The process for implementing these options shall be consistent with Sections 32.2.3 through 32.2.7.

32.11 Special Education Classes

32.11.1 Overload relief will be provided when class sizes exceed those described below. Relief will be prorated on the basis of certificated staff FTE.

	Class	Relief Level*		
	<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>Special Education Preschool</u>				
Early Childhood Education (3 & 4 year olds)	8	9	10	11
<u>Elementary Self-Contained</u>				
Moderate/Severe/Profound	9	10	11	12
Mild/Moderate	10	11	12	13
Emotionally/Behaviorally Disabled	9	10	11	12
<u>Secondary Self-Contained</u>				
MS Moderate/Severe/Profound	8	9	10	11
HS Emotionally/Behaviorally Disabled	10	11	12	13
HS Medically Fragile	6	7	8	9
HS Moderate/Severe/Profound	9	10	11	12
HS Transition	12	13	14	15
		Relief Level**		
<u>Elementary Resource</u>	<u>IEPs</u>	<u>1</u>	<u>2</u>	<u>3</u>
Resource Room	24	25	28	31

<u>Secondary Resource</u>	<u>Class</u>	<u>Relief Level*</u>		
	<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>
Academic Skills	15	16	17	18
Life/Vocational Skills***	7	8	9	10

*Pro-rate by class load using average of class size for each category.

**Relief Level provided in addition to baseline staffing.

***Life/Vocational Skills classes (which can be academic in nature) consist of students who are in special education classes for a major part of their schedule and who have a functional, life skills focus to their IEP program.

32.11.2 When class sizes, IEP load or caseload exceed the numbers stated above, relief will be provided as follows:

	<u>Option A</u>	<u>Option B</u>
	<u>Compensation</u>	<u>Paraeducators</u>
Relief Level 1	\$1,527/year	1-1/2 hrs. daily paraeducator
Relief Level 2	\$2,136/year	1-1/2 hrs. daily paraeducator
Relief Level 3	\$2,745/year	2 hrs. daily paraeducator

Resource Room caseloads between 34-36 students shall be provided overload relief comprised of both compensation (Option A) and paraeducator support (Option B) as described at the highest relief level, above. In such cases that a Resource Room caseload exceeds 36 students, an additional .2 FTE shall be allocated, and if the caseload exceeds 40 students, an additional .4 FTE shall be allocated.

32.11.3 For the purposes of qualifying for the relief above, class size, or caseload shall be measured three times per year no later than the first student day of October, January and April. The process for implementing these options shall be consistent with Sections 32.2.3 through 32.2.7.

32.11.4 The District shall provide an annual notice to the Association and to elementary resource room teachers regarding the projected paraprofessional staffing in elementary resource rooms for the following year and prior to any mid-year adjustments. Upon request, the District shall discuss the rationale and workload implications for the projected staffing.

32.12 IEP Support. Each year the district will provide each Special Education teacher in classes identified in Section 32.11.1 with the following support:

- a. One (1) day of release time or ten (10) additional hours at the per diem rate of pay; and
- b. Two (2) hours at the per diem rate of pay annually per IEP submitted in compliance with state and federal law.

32.13 Librarians. Elementary librarians will be provided at least 6.0 hours per day of paraeducator time, except for Meridian Park which will be provided 8.0 hours per day. Secondary Librarians will be provided at least 8.0 hours per day of paraeducator time.

32.14 ELL Workload

32.14.1 For those English Language Learner (ELL) teachers who work with paraeducators, one-half (1/2) hour of paraeducator time will be provided for each ELL teacher daily in order to provide adequate planning and equity in the ELL program.

32.14.2 ELL Paraeducators will be on the job the first student day of the school year.

32.14.3 ELL classrooms that are assigned a paraeducator for three (3) or more hours per day shall schedule a one-half (1/2) hour period daily (or its equivalent) to provide a regular opportunity for certificated staff and paraeducators to meet together to discuss student programs and progress, and plan upcoming activities and duties for the paraeducator. Scheduling of this daily one-half (1/2) hour period is to be done by mutual agreement between the certificated staff and the paraeducator.

32.14.4 The District shall seek input from ELL teachers prior to adjusting the assignments of paraeducators assigned to the ELL program.

32.14.5 Overload relief for elementary ELL teachers will be provided when student caseload exceeds those described below.

	Option A	Option B
	<u>Compensation</u>	<u>Paraeducators</u>
55 students	\$1,527/year	1-1/2 hrs. daily paraeducator
60 students	\$2,136/year	1-1/2 hrs. daily paraeducator
65 students	\$2,745/year	2 hrs. daily paraeducator

ELL caseloads between 66-75 students shall be provided overload relief comprised of both compensation (Option A) and paraeducator support (Option B) as described at the highest relief level, above. In such cases that an ELL caseload exceeds 75 students, an additional .2 FTE shall be allocated, and if the caseload exceeds 95 students, an additional .4 FTE shall be allocated.

Relief will be prorated on the basis of certificated staff FTE. For the purposes of qualifying for the relief above, caseload shall be measured three times per year no later than the first student day of October, January and April. The process for implementing these options shall be consistent with Sections 32.2.3 through 32.2.7.

32.14.6 Secondary ELL teachers are covered by the workload relief provisions of Section 32.2.

32.15 Kindergarten. Each All-Day Kindergarten classroom will be provided one (1) hour of paraeducator time, plus additional paraeducator staffing to support the instructional needs of students. The needs-based staffing will be based on state and federal funding resources. Staff hired for kindergarten paraeducator support will be qualified to meet the requirements of instructional intervention models funded through state and federal resources to support struggling learners.

32.16 Elementary Assessments. The District shall not mandate any one-to-one assessments without providing sufficient paraprofessional and/or certificated staffing (release time or team of assessors) to conduct them. Each K-3 teacher shall be provided eight (8) hours of release time in order to support assessment administration. The Parties agree these hours shall be used in such a way to allow the sharing of half- or full-day substitutes.

32.17 Kindergarten teachers who work in schools that receive state funding for all day kindergarten may be required to administer state mandated assessments or performance inventories. In such cases, additional support shall be provided as follows:

a. When training is required, kindergarten teachers shall be paid at their per diem rate to attend such training on non-student days, or shall be provided release time if they choose to attend the required training on a student day.

b. Kindergarten teachers will be given the option of release time or the assistance of an additional certificated staff member to administer the required assessment or performance inventory.

c. Should there be a family connection requirement that necessitates additional conference time during the regularly scheduled October conferences, the District agrees to provide, upon request of the teacher and building administrator, additional release time or additional pay at the teacher's per diem rate.

32.18 Administration and scoring of practice assessments, or "Interim Assessments" shall not be required. Individual teachers may choose to administer additional classroom based assessments, but shall not be required to do so.

32.19 The District shall provide an annual electronic notice to the Association and to all certificated employees regarding projected District and building-level support for assessments. Any district-wide expectations for student assessments, including timing and frequency, shall be communicated to teachers annually prior to the first day of school.

32.20 Assessment Support. Each certificated employee may, at his or her discretion, use the resource allocated in Section 29.1 in support of administering common assessments, collaboratively analyzing assessment results, and modifying instruction based on results.

33.0 SECONDARY PREPARATION

33.1 Secondary certificated employees shall be assigned to no more than three (3) non-related subject fields except by mutual agreement among teacher, department head(s), and principal(s).

33.2 A certificated employee shall normally be assigned to no more than three (3) classroom preparations per semester, except by mutual agreement.

33.3 Certificated supervision of advisory periods does not count as a classroom preparation. Students assigned to a teacher only for an advisory period shall count toward the calculation of overload in Section 32.2. Overload triggered due to an advisory will be compensated through Option A, Compensation.

34.0 REIMBURSEMENTS

34.1 Certificated employees driving private vehicles in the performance of contracted duties shall be reimbursed for mileage at the current I.R.S. rate, as established September 1st of the current contract year.

34.2 Certificated employees shall be reimbursed for approved costs for professional development activities and materials.

35.0 HIGH IMPACT AND INCLUSION

35.1 Definitions

35.1.1 High Impact Definition. A high impact student is any student with or without an Individual Education Plan (IEP) who requires significant (meaning academic, emotional, behavioral, or physical) atypical support and/or modification on a daily basis in order to learn in a general education classroom or other less restrictive environment.

35.2.1 Inclusion Definition. An inclusion student is any student with an IEP who has been determined by an IEP Team to be appropriately placed for some portion of a period or school day in a general education classroom or other less restrictive environment and who needs significant and/or atypical support.

35.2 Each building shall receive an allocation of \$27,000 per year to increase its ability to work effectively with both high impact and inclusion students.

1 35.3 When a student is discovered to need atypical support in a general education
2 classroom, the classroom teacher should request an SST or IEP meeting to identify
3 the student's strengths, weaknesses, possible support needs, and/or special programs
4 placement.

5 35.4 The staff at each building shall participate in the development of an annual building
6 plan for the utilization of the high impact and inclusion allocations. Although the
7 utilization of these funds is a building decision, in order to ensure consistency with
8 the intent of bargaining, each building must submit its plan to the Special Programs
9 Office for review and final approval by a joint SEA-District committee. The plan
10 must describe how the staff were involved in the development of the plan, the
11 intended outcomes, and how the plan's effectiveness will be evaluated. District
12 Special Programs staff will provide technical assistance and support as may be
13 necessary to assist buildings in the development of their plans.

14 35.5 The District agrees to provide each building with specific information regarding
15 Special Programs staffing and resource allocations as well as information on program
16 regulatory parameters. The purpose of this information is to assist building staff in
17 their planning and to ensure that all of the resources that are available to the school
18 are known and considered when planning for the needs of high impact and inclusion
19 students.

20 35.6 It is agreed that when an inclusion student is placed in a general education classroom,
21 the affected certificated staff shall be provided appropriate background information
22 about the student's current special needs. The District will provide in-service training
23 and assistance in developing instructional approaches and/or special learning
24 materials where necessary and appropriate to support the teacher and to assist the
25 student's educational progress

26 **36.0 CERTIFICATED EMPLOYEE RETENTION AND RECALL**

27 36.1 If there is a lack of funds or a decrease in student enrollment which creates a
28 necessity to reduce program and the number of certificated staff, the District shall
29 determine those certificated employees to be retained and those who shall be
30 terminated from employment using the procedures in this Article.

31 **36.2 Seniority Definition**

32 36.2.1 "Seniority" shall be defined as the total amount of Washington State
33 experience as allowed by the state S-275 reporting rules. Seniority is
34 calculated in such a manner as to include the previous contract year, and will
35 not include the current contract year. Employees do not earn seniority credit
36 while on unpaid leave.

37 36.2.2 When two or more employees have equal seniority, tiebreakers will be applied
38 in the following order, as necessary:

- a. The employee with the highest level of seniority within the District shall be retained;
- b. The employee placed on the base certificated salary schedule cell with the highest dollar value shall be retained;
- c. Beginning in the 2015-2016 school year, when each affected employee has been evaluated using the same evaluation system, the employee(s) with the highest comprehensive summative evaluation performance rating in the prior year shall be retained; and
- d. After applying the above provisions, if there is still an equal seniority rank between two or more employees, they shall participate in a drawing, by lot. The employee who has drawn the longest lot shall be retained. Employees who cannot attend may appoint a proxy or one will be assigned for them, and lots will be drawn on their behalf. In such instance, the Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and an Association representative to attend.

36.3 Seniority Verification

- 36.3.1 Prior to February 1 of each year, the District shall prepare and distribute a preliminary seniority list to all certificated employees covered by this agreement. The list shall include seniority for each employee as defined in 36.2 and the retention categories for which the employee qualifies. The list shall also include notation of each employee's contract status (leave replacement, provisional, continuing).
- 36.3.2 Each certificated employee shall have ten (10) working days from publication of the list to verify his or her placement on the seniority list and the retention categories for which he or she qualifies. If the employee believes the District has made an error on the list, the employee must communicate the correction to the Human Resources department within the ten (10) working days, and provide evidence of the mistake. If a correction is not submitted by the employee, the published list shall be deemed correct for that year. Disagreements about corrections submitted within the ten (10) working day time period may be filed and resolved as a grievance under Article 38.
- 36.3.3 An employee with at least ten (10) years experience in the District who has not taught in a particular retention category in the District in the last ten (10) years will be removed from that retention category if he or she notifies the District of his or her desire to opt out of that category during the ten (10) working day time period in 36.3.2 above. This notification must be provided for each year the employee desires to be removed from that category.

1 36.3.4 A final seniority list with all corrections and retention categories for which
2 employees will be considered will be published and distributed to employees
3 and the Association by March 1 of each year.

4 36.4 Leave Replacement and Provisional Employees. Prior to a reduction in force of
5 continuing contract certificated employee(s), employees on leave-replacement
6 contracts or retire-rehire status shall be non-renewed, then provisional employees
7 shall be non-renewed, in that order. It is understood that if a position is to be filled,
8 and the only employee eligible to fill that position is a provisional employee, that
9 employee may be retained.

10 36.5 Determination of Vacancies. Prior to implementing a reduction in force, the District
11 will determine, as accurately as possible, the certificated staff known to be leaving the
12 District for any reason, including retirement, normal resignations, leaves, discharge,
13 and all employees who are on leave-replacement contract, and those employees on
14 provisional who are to be non-renewed. These vacancies and employees returning
15 from leave will be taken into consideration in determining the number of available
16 positions for the following school year.

17 36.6 Determination of Program. If necessary, the District will determine a modified
18 educational program based on the projected reduction in staffing. The modified
19 educational program shall take into consideration the determination of the specific
20 services and activities to be retained, as well as those services and activities that will
21 be reduced or eliminated. The modified educational program shall be shared with the
22 Association prior to implementing a reduction in force.

23 36.7 Selection of Employees

24 36.7.1 For the purposes of this Section 36.7, employees qualify for any retention
25 category in which the employee holds the required certification (including
26 endorsement if a post-1987 certificate) unless an employee with at least ten
27 (10) years experience in the District has not taught in a category in the District
28 in the last ten (10) years and has notified the District of his or her desire to opt
29 out of that category (during the process in Section 36.3 above).

30 36.7.2 Employees will qualify for retention in categories established using the
31 following criteria:

- 32 a. Elementary (K-6) classroom positions;
- 33 b. Elementary (K-6) subject-area specialty (e.g. physical education and
34 music);
- 35 c. Secondary school (grades 7-12) subject-areas (e.g. science, math, music,
36 social studies, language arts, art, vocational, physical education, health, and
37 individual foreign languages); and

1 d. Other non-supervisory P-12 certificated specialty (e.g. librarians, school
2 psychologists, counselors, Speech Language Pathologists, Occupational
3 Therapists, ELL/ESL, special education teachers).

4 The District shall confirm the retention categories with the Association each
5 year prior to publishing the seniority list in Section 36.3.

6 36.7.3 If one or more employees in a category which staffing is to be reduced also
7 qualifies for a category in which there is a vacancy, the District shall transfer
8 an employee in order to avoid laying off an employee. The District first shall
9 ask for volunteers among the qualified employees to fill the vacancy. If two
10 or more qualified employees volunteer, the District shall make the selection.
11 If there are no volunteers, the District shall transfer the least senior of such
12 qualified employees into the vacancy.

13 36.7.4 When there are no vacancies to be filled via 36.7.3 above, the District shall
14 implement the Board's reduced educational program by identifying the least
15 senior employee(s) currently assigned to the category or categories in which
16 positions are being eliminated up to the amount of FTE being reduced in that
17 category. These employees shall be considered "displaced employees."
18 Beginning with the most senior displaced employee, the District shall reassign
19 the displaced employee to replace the least senior employee in any other
20 category for which the displaced employee qualifies. The less senior
21 employee who is now displaced also shall be reassigned in a similar manner,
22 if possible. If there is no less senior employee for a displaced employee to
23 replace, the employee shall be identified for layoff.

24 36.7.5 No later than May 15, the District will identify the names of certificated
25 employees to be non-renewed under the District's reduced program and
26 services. The District will provide a list of said employees to the Association,
27 and provide appropriate notification to affected employees in accordance with
28 current state law.

29 36.7.6 Employees who are non-renewed as part of the reduction in force (RIF) will
30 be added to the recall pool, as described in Section 36.9 below.

31 36.8 Leave. When Article 36.0 is implemented by the District, the District shall grant
32 requests for voluntary leave that reduce the need for a reduction in force. To
33 accomplish this purpose:

34 a. The two (2) consecutive year limit on leaves of absence within Section 40.3 is
35 waived. The District will attempt to reach employees who notified the
36 District of their intent to return for the following school year at the end of the
37 two (2) consecutive year limit to explain this possible option for a third year
38 of leave and confirm each employee's plans for the following school year.

1 b. The District and the Association will review cases in which 39.1.2.e could be
2 helpful in reducing the need for a reduction in force.

3 c. Leave requests for less than 0.4 FTE are discouraged but will be considered
4 based on the circumstances surrounding such requests.

5 36.9 Recall Procedure

6 36.9.1 Any certificated employee receiving a written non-renewal notice pursuant to
7 this section of the CBA shall be placed in a recall pool. Individuals placed in
8 the recall pool shall be responsible for providing the District accurate contact
9 information and any changes thereof.

10 36.9.2 All employees who have been placed in the recall pool shall be recalled if they
11 qualify, as defined in Section 36.7.1 above, for available positions before the
12 District employs, assigns or transfers any additional personnel, including
13 through the transfer process.

14 36.9.3 In the event that programs are restored, or positions are available, recall pool
15 personnel will be offered positions for which they qualify in the reverse order
16 of the reduction in force as defined above, i.e., the last reduction shall be the
17 first recall. In such a case that an employee is initially recalled into a position
18 of lesser FTE than that from which s/he was laid off, that employee will be
19 made whole prior to the recall of the next employee on the recall list with
20 appropriate certification.

21 36.9.4 When a vacancy occurs for which there will be a recall, the employee to be
22 recalled will receive a written notification from the Superintendent or his/her
23 designee. In addition, the District will make an effort to reach the employee
24 to be recalled by phone. The employee to be recalled shall have five (5)
25 business days from the date of notification to accept the position.

26 36.9.5 In the case that an employee who had previously earned continuing status with
27 the District is being recalled into what would otherwise be a leave
28 replacement contract, the continuing status of that employee shall be
29 maintained, and a continuing contract shall be offered.

30 36.9.6 An employee shall be removed from the recall pool if:

31 a. He or she refuses an employment offer which is equal to the FTE from
32 which he or she was reduced;

33 b. He or she fails to notify the District of his or her acceptance of an
34 offered position within five (5) business days from the date of
35 notification of the job offer; or

36 c. Non-renewed FTE (in part or in whole) remains in the recall pool for
37 30 months.

37.0 WITHDRAWAL FROM CONTRACT

37.1 Certificated employees resigning from service in the District shall submit to the Human Resources Office a letter requesting release from contract.

37.2 Notice of Withdrawal. Staff members shall give thirty (30) days' notice of withdrawal from contract. A waiver may be allowed by the District. The District will waive the 30-day advance notice requirement for staff who give their resignation notice prior to August 1.

37.3 Retirement. All certificated staff shall be enrolled as a member of the Washington State Teachers' Retirement System (WSTRS) under the provisions of either Plan I, Plan II, or Plan III as governed by the rules of the date of employment. Individuals who elect to retire shall submit a letter of retirement to the Human Resources Office. The Human Resources Office will conduct an exit interview and be available to provide retirement information upon request of the employee.

38.0 GRIEVANCES

38.1 The District and the Association agree that if an employee has cause for grievance because of an alleged violation of the contract, he/she shall follow the grievance procedure guidelines.

38.1.1 For the purposes of this Section (38.0), "days" shall be defined as District business days.

38.1.2 Disposition of a grievance shall be accomplished as rapidly as possible in accordance with procedures set forth in this section. By mutual agreement between the District and the Association, grievance timelines may be waived.

38.1.3 Notwithstanding the expiration of this Collective Bargaining Agreement, any grievance filed hereunder prior to such expiration shall be processed through the grievance procedure until resolution.

38.1.4 Certificated employees who participate as parties in a grievance, whether as grievants, witnesses, representatives, or designees of the Association or the District, shall be guaranteed fairness and freedom from any adverse action(s) by any of these parties.

38.1.5 If the Association has cause to file a grievance, it is mutually agreed that the grievance shall commence at Step II, Section 38.3 of this procedure. The Association grievance shall be presented within twenty (20) days after alleged grievance has occurred.

38.2 Step I - Grievance

1 38.2.1 The grievant and/or his or her designee(s) shall first present the grievance to
2 the immediately involved administrator in a meeting within twenty (20) days
3 after the alleged grievance has occurred. The grievant and/or the
4 administrator may each be represented by his or her designee(s). The
5 grievant may choose to have an Association representative present. Every
6 effort shall be made to resolve the grievance at this step.

7 38.3 Step II - Grievance

8 38.3.1 In the event the Step I process does not resolve the grievance or if no
9 disposition has been made within five (5) days of the informal meeting, the
10 grievant may, in conjunction with the Association, submit a Step II
11 grievance within five (5) days of the administrator's response, or, if no
12 response is received, within ten (10) days of the Step I meeting.

13 38.3.2 The notification submitted by the Association to the designated
14 administrator shall include a description of the requested action and identify
15 the grievant.

16 38.3.3 Within five (5) contract days of receipt of the written grievance, the
17 designated administrator shall meet with the grievant and the Association in
18 an effort to resolve the grievance.

19 38.3.4 The designated administrator shall provide the grievant with a written
20 answer within five (5) contract days after the meeting. The answer shall
21 include the reasons upon which the decision was based.

22 38.4 Step III - Grievance

23 38.4.1 If the grievant does not accept the disposition of the grievance, or if no
24 disposition has been made within five (5) days of such meeting, a Step III
25 grievance may be transmitted by the grievant and the Association to the
26 Superintendent or his/her designee(s) within five (5) days. If the
27 Superintendent has chosen a designee for the grievance, both the
28 Superintendent and the designee shall receive copies of the grievance.

29 38.4.2 The Superintendent or his/her designee(s) shall meet with the grievant and
30 the Association within ten (10) days of receiving notification of appeal, and
31 shall indicate the disposition of the grievance in writing within ten (10) days
32 of such meeting, and shall furnish a copy to the grievant.

33 38.5 Step IV- Arbitration

34 38.5.1 In the event the disposition of the grievance under Step III is not acceptable
35 to the grievant or the Association, the Association may within twenty (20)
36 days of the receipt of the Superintendent's decision request the initiation of
37 arbitration.

- 1 38.5.2 The Association agrees to notify the District of its proposed action within
2 twenty (20) days of a request for arbitration on a grievance.
- 3 38.5.3 Arbitration shall be conducted by an arbitrator selected by the Association
4 and the District, and shall be conducted under the rules of the American
5 Arbitration Association. If the two parties cannot agree upon the arbitrator,
6 the arbitrator shall be selected from a list provided by the Federal Mediation
7 and Conciliation Service.
- 8 38.5.4 During arbitration, neither party may assert any grounds or evidence not
9 previously disclosed to the other party. The arbitration shall be limited to
10 the Collective Bargaining Agreement between the District and the
11 Association.
- 12 38.5.5 The Arbitrator shall decide all arbitrability issues, but shall have no power to
13 alter, add to, or subtract from this Agreement. The arbitrator shall consider
14 any questions of arbitrability of the grievance prior to hearing the merits of
15 the grievance upon request of either party.
- 16 38.5.6 The arbitrator shall determine the decision or award, which shall be
17 published in writing not later than thirty (30) calendar days from the date of
18 the hearing. The decision or award shall set forth the arbitrator's finding of
19 fact, reasoning, and conclusions on the issues submitted and shall be final
20 and binding on both parties.
- 21 38.5.7 Each party shall bear its own costs of arbitration, except that the fees and
22 charges of the arbitrator shall be borne equally by the District and the
23 Association.
- 24 38.5.8 Upon submission of a grievance to arbitration, the Association and grievant
25 shall waive access to any other forum which may be available for resolution
26 of any issues submitted to the arbitrator for resolution.

27 **39.0 LEAVE OF ABSENCE**

- 28 39.1 A leave of absence may be granted by the Board upon the recommendation of the
29 Superintendent with the following provisions:
- 30 39.1.1 The certificated employee shall notify the Human Resources Office by letter
31 of the request for a leave of absence and provide a statement of the
32 employee's commitment to return to the District at the end of the leave.
- 33 39.1.2 A leave of absence may be granted for:
- 34 a. Personal illness;
- 35 b. Family emergency, childcare or adoption;
- 36 c. Shared contracts, as defined in an approved plan per Section 21.1;
- 37 d. Study, education or travel related to the education profession;

- 1 e. Elected or appointed public office (local, state, or national); or
2 f. Other cases unrelated to circumstances above, including unpaid
3 sabbaticals, approved by the Superintendent in consultation with
4 Association leadership.
5

6 39.1.3 An employee must have completed two (2) years of actual service to be
7 eligible for a leave of absence under a, b, and c, five (5) years of actual
8 service for the reasons in d and e, and five (5) years of actual service for
9 unpaid sabbaticals referenced in f. Leaves approved by the Superintendent in
10 consultation with Association leadership may be granted regardless of years
11 of actual service. Exceptions for leaves under a and b shall be evaluated by
12 the District on a case-by-case basis. In order to qualify for an additional
13 leave of absence of the same type (except shared contract and public office
14 leave), the employee must have returned to work for at least two (2) or five
15 (5) full school years (as applicable) following the end of the previous leave
16 of absence.

17 39.2 A certificated employee who is granted a leave of absence shall notify the District by
18 letter not later than January 15 of his/her intention to return to District employment in
19 the following school year. In those cases where leave begins after January 15, the
20 notification shall be made by April 1. A person who fails to respond to the dates
21 stated above shall lose all rights to be re-employed under Section 40.5.

22 39.3 Extension of Leaves

23 39.3.1 A certificated employee may request and may be approved for an extension
24 of the leave of absence up to a period of one (1) year, upon notifying the
25 District by letter on or before April 1. No combination of leaves and
26 extensions shall exceed two (2) consecutive years, except if the leave begins
27 in the third trimester of the school year, in which case the leave cannot
28 exceed the two (2) consecutive school years following the end of the school
29 year when the leave started. It will not, for example, be possible for a 1.0
30 FTE certificated staff to take a 0.5 leave of absence for one (1) year, ask for
31 a one (1) year extension, then return 0.5, then take a one (1) year leave of
32 absence on the other 0.5 and then ask for a one (1) year extension of that
33 leave.

34 39.3.2 The limitation to the combination or duration of approved leave of absence
35 described in 39.3.1 shall not apply to shared contracts (Section 21.0). Leaves
36 of absence will be approved to facilitate the implementation of an approved
37 job share plan, as long as the plan is in place by April 1.

38 39.4 The certificated employee who is granted a leave of absence may continue to
39 participate in District-approved insurance programs by reimbursing the District for all
40 premiums.

1 39.5 The District is obligated to re-employ a certificated staff member who is granted a
2 leave of absence in a position for which he/she is both certificated and endorsed. On
3 returning from a leave of absence, a certificated employee shall be given a continuing
4 contract for that school year. Employees returning from a leave of absence for
5 medical reasons shall have return rights provided in 41.7.

6 39.6 A leave of absence may be revoked if the District learns that the person on leave is no
7 longer engaged in the activity for which the leave was approved. The SEA President
8 and the Director of Human Resources will jointly review the circumstances, and
9 determine what leaves, if any, are to be revoked. A person whose leave is revoked
10 loses all rights to be re-employed under Section 39.5.

11 39.7 For the purposes of staffing placement, employees on temporary disability, FMLA or
12 instructional improvement leave as of May 1 who have notified the District of their
13 intent to return for the following school year will be considered to be in the position
14 they held at the time they began leave and will be placed in the same manner as
15 persons not on leave. Employees on other types of unpaid leaves of absence under
16 Article 39.0 as of May 1 who have notified the District of their intent to return for the
17 following school year will be re-employed subject to the availability of a position for
18 which they are both qualified and certificated pursuant to Section 39.5. The District
19 will attempt to reach this latter group of employees by both phone and written letter
20 to clarify and explain their re-employment right.

21 **40.0 SICK LEAVE (ACCUMULATIVE)**

22 40.1 A certificated employee shall be granted twelve (12) days annually for sick leave.
23 These days will be frontloaded. Any unused sick leave shall be accumulated up to
24 180 days (as measured on January 1 each year). Employees shall be compensated
25 annually and/or upon retirement or death for unused sick leave credits in a timely
26 manner and in accordance with District policies and the laws of the State of
27 Washington.

28 40.2 One (1) day of sick leave is defined as being equal to the employee's regular contract
29 day.

30 40.3 Accumulated days of sick leave may be used when a certificated employee has a
31 personal illness, including physical or mental conditions, which incapacitates the
32 employee from performing his/her contracted duties. Sick leave may be used for
33 illness, injury or birth in the employee's immediate family or household. Following
34 childbirth or adoption, sick leave may also be used for care of a newborn (or adoptee)
35 or spouse who gave birth, provided the need for the employee's care is verified by the
36 treating physician.

37 40.4 For each day's absence due to personal illness in excess of the accumulated sick leave
38 allowance, deduction of the per diem rate shall be made.

- 1 40.5 A doctor's certificate may be requested from an employee by the Human Resources
2 Office after five (5) days of absence.
- 3 40.6 Accumulated sick leave days shall be reported to each certificated employee on
4 payroll dates.
- 5 40.7 Unused sick leave shall be transferred to and/or received from other public school
6 districts in the State of Washington. Accumulated sick leave shall be retained by an
7 employee in accordance with State law.
- 8 40.8 The District shall provide to each certificated employee information for requesting a
9 substitute, (i.e., phone number and assignment information). A certificated employee
10 shall notify the building administrator of the absence as soon as practical.
- 11 40.9 Each January each eligible employee may elect to receive remuneration of unused
12 sick leave accumulated in the previous calendar year. Each year during the annual
13 sick leave buy-out period, all employees will be reminded of the limits on the number
14 of accumulated sick leave days and the consequences of not participating in the
15 annual sick leave buy-out.
- 16 40.9.1 An eligible employee is a current employee:
- 17 a. Who has accumulated greater than sixty (60) full days of illness or
18 injury leave in a manner consistent with applicable law, policies,
19 and collective bargaining agreements as of the end of the previous
20 calendar year; and
- 21 b. Who provides written notice to the Human Resources Office by the
22 last working day of January of his/her intent to convert his/her
23 excess sick leave to monetary compensation.
- 24 40.9.2 The number of sick leave days which an eligible employee may convert shall
25 be determined by:
- 26 a. Taking the number of sick leave days in excess of sixty (60) full
27 days that were accumulated by the employee during the previous
28 calendar year at a maximum of twelve (12) days per year; and
- 29 b. Subtracting therefrom the number of sick leave days used by the
30 employee during the previous calendar year.
- 31 c. The remainder, if positive, shall constitute the number of sick leave
32 days which may be converted to monetary compensation.
- 33 40.9.3 Sick leave days that are eligible for conversion shall be converted to
34 monetary compensation at the rate of twenty-five percent (25%) of an
35 employee's current, full-time daily rate of compensation for each full day of
36 eligible illness or injury leave.
- 37 40.9.4 The term "full-time daily rate of compensation" shall mean the salary of an
38 employee or classification of employees for each full day of employment

1 exclusive of supplemental pay, and exclusive of fringe benefits such as
2 health insurance premiums and other forms of insurance premiums.

3 40.9.5 Partial days of eligible sick leave shall be converted on a pro rata basis.

4 40.9.6 All sick leave days converted to monetary compensation pursuant to this
5 procedure shall be deducted from an employee's accumulated sick leave
6 balance.

7 40.10 Upon separation from employment with the District, an eligible employee, or his/her
8 estate, may elect to convert all eligible, accumulated, unused sick leave days to
9 monetary compensation.

10 40.10.1 An "eligible employee" is one who has separated from employment under
11 one of the following conditions: (a) retirement; (b) death; (c) at least fifty-
12 five (55) years old, and at least ten (10) years of service under TRS Plan 3;
13 or (d) at least fifty-five (55) years old, and at least fifteen (15) years of
14 service under TRS Plan 2.

15 40.10.2 Retirement for purposes of this policy shall mean commencing receiving a
16 retirement allowance from a Washington State retirement system.

17 40.10.3 Vested out-of-service employees who terminate employment but leave funds
18 on deposit with a State retirement system shall not be considered to have
19 retired or to be an eligible employee.

20 40.10.4 All unused sick leave days that have been accumulated by an eligible
21 employee less sick leave days previously converted pursuant to Section 40.9
22 may be converted to monetary compensation upon the employee's
23 termination of employment due to retirement or death.

24 40.10.5 Sick leave days that are eligible for conversion shall be converted to
25 monetary compensation at the rate of twenty-five percent (25%) of an
26 employee's full-time daily rate of compensation at the time of termination of
27 employment for each full day of eligible sick leave.

28 40.10.6 The term "full-time daily rate compensation" shall mean the salary of an
29 employee or classification of employees for each full day of employment
30 exclusive of supplemental pay, and exclusive of fringe benefits such as
31 health insurance premiums and other forms of insurance premiums.

32 40.10.7 Partial days of eligible sick leave shall be converted on a pro rata basis.

33 **41.0 TEMPORARY DISABILITY LEAVE**

34 41.1 A certificated employee who, for medical reasons, (i.e., mental, or physical, including
35 pregnancy) cannot perform the functions of his/her assigned position shall be
36 considered eligible for a temporary disability leave with sick leave benefits.

- 1 41.2 An employee requesting a leave due to temporary disability shall be considered
2 eligible for a temporary disability leave with sick leave benefits.
- 3 41.3 An employee requesting a leave due to temporary disability shall submit the leave
4 request to the Human Resources Office.
- 5 41.4 The effective date of the leave shall be determined by the Human Resources Office in
6 consultation with the employee and his/her physician.
- 7 41.5 An employee on temporary disability leave shall receive sick leave benefits for each
8 contracted day of the leave up to the number of sick leave days accrued and shall
9 retain all other rights and benefits of approved leaves.
- 10 41.6 The District shall have the right to request a physician's certificate of disability while
11 the leave is in effect.
- 12 41.7 An employee who is able to return to work shall immediately be reinstated to his/her
13 former position if available, or a similar position.

14 **42.0 MATERNITY LEAVE**

- 15 42.1 A certificated employee may continue to work until the attending physician verifies
16 that the employee is physically unable to continue working. An employee can be
17 granted temporary disability leave for the period of disability due to pregnancy and/or
18 childbirth as verified by the employee's physician. The length of authorized
19 temporary disability leave may vary and is based on the employee's and child's needs
20 as verified by the treating physician.
- 21 42.2 Additional leave may be taken as Family Leave (Article 44.0) or Leave of Absence
22 for Childcare (Section 39.1.2.b) for employees meeting the eligibility requirements.
23 The maximum period for a leave of absence shall not exceed two (2) consecutive
24 years, except if the leave begins in the third trimester of the school year, in which
25 case the leave cannot exceed the two (2) consecutive school years following the end
26 of the school year when the leave started (including periods covered by sick leave).
- 27 42.3 A maternity leave shall be granted to a certificated employee upon request by the
28 certificated employee and a letter from the attending physician. The request shall be
29 made in writing, with the anticipated due date or specific leave date, to the Director of
30 Human Resources as early as possible, to assist in staffing and for submission to the
31 Board.
- 32 42.4 The employee may use accrued sick leave benefits during the period of disability, as
33 verified by the treating physician. No sick leave benefits shall be allowed during any
34 additional approved unpaid leave, after the end of the temporary disability period.
- 35 42.5 The certificated employee shall be re-employed upon expiration of the approved
36 leave. While on maternity leave, the employee may request an early return to active

employment. The early return shall be arranged with the, Human Resources Office, provided that a position is available, for which the employee is qualified.

42.6 Two (2) weeks prior to the agreed upon ending date of the leave, the employee shall notify the District in writing of the intent to: (1) return to duty, (2) request extension of leave, or (3) resign.

42.7 Re-employment of the certificated employee at the beginning of the following contract year shall be subject to the availability of a position. The certificated employee shall be assigned to the first available position for which she is qualified.

42.7.1 A certificated employee shall be considered for a position for which she is both qualified and certificated, provided qualifications shall be determined by the District based upon prior professional experience at the specific level*/subject area or academic training required to conduct the educational program.

*K-4, 3-7, 7-10, 9-12. Academic training is defined as a minimum of fifteen (15) quarter credit hours in any one (1) subject area.

43.0 ADOPTION LEAVE

43.1 Five (5) days of paid leave shall be allowed each certificated employee who is adopting a child. In addition, a certificated employee shall be granted leave for adoption under the provisions of Article 39.0, Leave of Absence.

43.2 The certificated employee shall be re-employed at the end of the leave of absence or at the beginning of the following contracted year, as mutually agreed upon by the Human Resources Office and the certificated employee and under the provisions of Article 39.0, Leave of Absence.

44.0 FAMILY AND MEDICAL LEAVE (FMLA)

44.1 An employee, whether male or female, is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. An employee, for purposes of family leave, is defined as anyone who was employed by the District on a continuous basis for the past 52 weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.

44.2 The District will continue the employee's benefit insurance coverage and will continue to pay the District's contribution towards insurance premiums for a maximum of twelve (12) work weeks of unpaid family leave after sick leave eligibility has ended. After the first twelve (12) work weeks of unpaid leave, the employee may continue insurance coverage at the employee's own expense, with no District contribution. The employee must self-pay the employee's contribution by the 15th of each month to ensure that there is no interruption of insurance coverage. Employees will not receive bills and are responsible for making timely payments.

- 1 44.3 Family leave may be taken: (a) because of the birth of a child and to care for a
2 newborn child; (b) because of the placement of a child with the employee for
3 adoption or foster care; (c) to care for a child, spouse, or parent who has a serious
4 health condition; or (d) because of the employee's own serious health condition. If
5 both parents of a child are employed by the District, they together are entitled to a
6 total of twelve (12) weeks of leave and both parents may take their portion of the
7 family leave at the same time. Absence covered by sick leave will not be deducted
8 from the twelve (12) week total allocation for family leave.
- 9 44.4 Leave taken to care for a newborn or newly adopted child must be completed within
10 twelve (12) months after the birth or adoption. Leave taken to care for a terminally ill
11 child may be taken only once for any given child. The District requires confirmation
12 by a health care provider of the employee's need for family leave.
- 13 44.5 A "child" is defined as a biological, adopted or foster child, a stepchild, a legal ward
14 who is under 18 years of age, or a legal ward incapable of self-care due to a mental or
15 physical disability. A "serious health condition" is one caused by injury, illness,
16 impairment, or physical or mental condition that involves (a) inpatient care, or (b)
17 continuing treatment by a health care provider.
- 18 44.6 The family leave shall be without pay. The District may require the employee to use
19 his/her paid leave (sick leave and/or personal leave) before going on unpaid family
20 leave.
- 21 44.7 The family leave is in addition to any leave for sickness or temporary disability
22 because of pregnancy or childbirth.
- 23 44.8 An employee who plans to take family leave must provide the District with written
24 notice at least thirty (30) days in advance, unless the family leave is not foreseeable,
25 in which case the employee must notify the District of the expected leave within one
26 (1) working day of the beginning of the leave.
- 27 44.9 Upon returning from family leave, the employee is entitled to return to the same
28 position he/she previously held or to an equivalent position with equivalent
29 employment benefits, pay, and other terms and conditions of employment. If the
30 employee fails to return from the approved leave, the employee must reimburse the
31 school district for all premiums paid during unpaid leave. In scheduling the
32 employee's return from family leave, consideration will be made for weekends and
33 break periods (including summer vacation). If the employee returns to work on the
34 earliest possible work day after the end of the approved leave, no reimbursement of
35 the District's contributions towards insurance premiums will be required.
- 36 44.10 Any employee who works primarily in an instructional capacity and would be on
37 leave for greater than twenty percent (20%) of the total number of working days in
38 the period during which the leave would extend, may be required to take leaves for
39 periods of particular duration or to transfer temporarily to an alternative equivalent
40 position that better accommodates the leave.

1 44.11 Any employee who works primarily in an instructional capacity and requests a period
2 of leave which will end near the conclusion of the academic term may be required to
3 continue the leave until the academic term has concluded.

4 **45.0 MILITARY LEAVE**

5 45.1 A certificated employee shall be granted a leave of absence for a period not to exceed
6 twenty-one (21) days annually (measured October 1 to September 30) for the purpose
7 of participating in active training as a member of the armed services of the federal or
8 state governments.

9 45.2 As prescribed by law, salary for an employee on military leave for reserve training
10 shall be at the regular rate.

11 **46.0 PERSONAL LEAVE**

12 46.1 Three (3) days Personal Leave shall be allowed each certificated employee each year,
13 cumulative up to a maximum of six (6) Personal Leave days. These days will be
14 frontloaded. No explanation shall be requested by the District. Except in
15 emergencies, an employee will need to provide five (5) contract days advance notice
16 to the principal. Except in emergencies or required religious observances, no more
17 than 10% of the total number of certificated staff in any building can take Personal
18 Leave on any given day. Absences for Personal Leave shall be reported on Form
19 PS102.

20 46.2 Except for extended disability leaves (including maternity), no more than three (3)
21 Personal Leave days may be taken consecutively at any one time. Use of more than
22 three (3) consecutive personal leave days for extraordinary circumstances may be
23 granted upon written request to the Director of Human Resources.

24 46.3 The District will maintain a centralized system for tracking the availability and usage
25 of each employee's personal leave.

26 46.4 An employee who uses less than three (3) days personal leave in a given school year
27 may cash out the difference between the number of days used and three (3) at the
28 daily substitute rate. Due to state law, employees covered by the TRS Plan I shall
29 document eight (8) hours of additional service for each day cashed out. All personal
30 leave cash out requests must be submitted to Human Resources by the final day of
31 school. Compensation for personal leave cash out will be included in the employee's
32 August paycheck. Personal leave cash out will be pro-rated for an employee who
33 separates from employment before the end of the school year.

34 **47.0 BEREAVEMENT LEAVE (NON-ACCUMULATIVE)**

35 47.1 A maximum of five (5) days bereavement leave shall be allowed for each death in the
36 employee's family or household and up to two (2) days each for funerals of friends.
37 Such absence shall be reported on Form PS 102. An additional five (5) days
38 bereavement leave for death in the employee's family or household may be granted

upon written request to the Director of Human Resources. These additional days shall be deducted from sick leave under Section 40.1.

48.0 PROFESSIONAL LEAVE - ASSOCIATION PRESIDENT

48.1 A leave of absence shall be granted by the Board to a certificated employee who is elected or appointed to serve as the president of the Association. The request for a professional leave shall be made by May 15 preceding the school year in which the leave is to be granted.

48.2 The District shall, unless otherwise requested by the employee, re-employ the individual who is granted a professional leave in a comparable position on a continuing contract upon termination of the leave. While on leave, the individual shall retain all rights, benefits, and seniority allowed to a contracted certificated employee. The individual shall be placed at the same educational level (primary, intermediate, middle, high school) if a position is available.

48.3 The Association agrees to reimburse the District for all salaries, benefits, and employee taxes.

49.0 APPROVED ABSENCE

49.1 Approved Absence is defined as an absence beyond the control of the employee (e.g., funerals of friends and associates which exceed the bereavement leave, illness in the family, or serious illness/injury). An Approved Absence is limited to two (2) days. Extension may be granted by the Superintendent's Office or designee under exceptional circumstances.

49.2 Deduction at the substitute rate of pay shall be made for approved absences that exceed any leave provision.

49.3 Absences for recognized religious holidays and observances shall be granted. Such absences shall be reported on Form PS 102 and submitted to the Director of Human Resources. Deduction shall be at the substitute rate of pay. Employees may also choose to use a personal leave day without deduction of the substitute rate of pay.

49.4 Absences due to extension of the contract year shall be approved. Deduction shall be at the per diem rate of pay.

50.0 EXCUSED ABSENCE

50.1 Excused absence may be defined as absence from the District when an employee is on District business or the professional interest of the District is being served. This shall include the performance of duties not covered by this collective bargaining agreement, but requested or contracted by the Shoreline School District. A substitute will be provided when student supervision or services must be continued during the employee's absence.

1 50.2 Excused absence shall include jury duty, subpoena to court, and court proceedings.

2 50.3 Such absences shall be reported on Form PS 102.

3 50.4 Deduction: No deduction shall be made when the employee receives compensation
4 such as for jury duty or subpoena to court.

5 **51.0 EXCUSED ABSENCE FOR ASSOCIATION BUSINESS**

6 51.1 Excused absence shall be granted by the District when the Association requests
7 released time for the purpose of Association business when the following conditions
8 exist:

9 51.1.1 When the Association and the District agree to conduct bargaining session(s)
10 during the contract day, members of the Association bargaining team shall
11 be excused without loss of pay. When a substitute is provided, substitute
12 coverage shall be paid for by the District.

13 51.1.2 Excused absence shall be granted for Association business, including
14 preparation for bargaining, where representatives are elected or appointed by
15 the Shoreline Education Association the Washington Education Association
16 or the National Education Association. When a substitute is provided,
17 substitute coverage shall be paid for by the Association.

18 51.2 Such absence, shall be documented using the appropriate District procedure and
19 forms.

20 **52.0 UNAPPROVED ABSENCE**

21 52.1 Deduction shall be at the rate of the per diem of the individual.

22 **53.0 ABSENCE WITHOUT PAY**

23 53.1 Absence without pay shall be granted only with prior approval of the superintendent's
24 office or designee.

25 53.2 Absence without pay at the per diem rate for personal or business affairs beyond the
26 control of the individual shall be granted upon prior approval of the superintendent's
27 office or designee.

28 53.3 Only in special circumstances shall absence without pay be granted for the first or last
29 week of the contracted year.

30 53.4 Absences without pay shall be reported on Form PS102.

54.0 CERTIFICATED HOURLY RATES

54.1 Certificated employees will be paid \$40.00/hour for the direct instruction of one or more students in a supplemental assignment beyond regular contact time. Employees will not be paid for additional planning hours.

54.2 For the term of this agreement the Certificated Hourly Rate shall be \$30.00. The Certificated Daily Rate shall be \$240.00. Certificated employees will be paid the Certificated Hourly Rate for all other compensated professional work for which another rate of pay is not already included in the current collective bargaining agreement. This work includes, but is not limited to, professional development, committee work and curriculum development work.

54.3 Beginning in the 2017-2018 school year, the rates described in sections 54.1 and 54.2 shall be increased by the same percentage as provided by the state to increase the salary allocation model, rounded up to the nearest whole dollar amount.

54.4 The Regular Daily Substitute Rate shall be \$135 per full day and \$67.50 per half day. The Senior Daily Substitute Rate shall be \$145 per full day and \$72.50 per half day. Eligibility for these rates is fully defined in the Substitute Addendum, as well as additional substitute compensation as described in Section 3.0 of the Addendum.

55.0 SALARY LEVELS AND PROVISIONS

55.1 Overview

55.1.1 All employees will be paid a base contractual salary based on the State Salary Allocation Model (SAM) in accordance with State regulations for degrees, credits and years of experience. "Base contractual salary" shall mean the annual amount paid for the standard school-year assignment and shall exclude all supplemental contracts, separate contracts, stipends, etc. The salary schedules adopted for the years covered by this Agreement are included in Appendix A and incorporated by this reference.

55.1.2 The parties acknowledge the necessity for the District to comply with State compensation limitations. The parties intend that nothing in this Agreement will operate to preclude the District from complying with State compensation laws nor to vest employees with compensation in excess of that provided for by law or applicable regulation. Accordingly, the parties acknowledge that the District retains the authority to make equitable compensation adjustments in order to ensure compliance with applicable laws and any pertinent regulations.

55.2 Application to All Staff. Although State funding and capacity calculations described herein are based on basic education program staff, non-basic education program staff will receive the same Base Contractual Salaries as similarly situated basic education staff.

1 55.3 Educational Adjustments. To secure educational adjustments, the staff member must
2 furnish all necessary supporting data to the Human Resources Office no later than
3 September 15. These adjustments shall be made on the November warrant of the
4 contract year and shall be retroactive to the beginning of the contract.

5 55.4 Adjustments

6 55.4.1 Following receipt by the District of definitive Superintendent of Public
7 Instruction data as reported through the S-275 process, the District, in
8 consultation with the Association, will analyze salary and insurance benefit
9 data to determine the need for adjusting the base amount on the District
10 salary schedule. Any base amount adjustment will be effective as of
11 September 1 in each contract year.

12 55.4.2 Prior to effectuating any salary changes or other adjustments contemplated
13 by this section, the District will confer with the Association. If the parties
14 are unable to agree on the amount and/or the mechanics for any particular
15 changes, the underlying dispute will be treated as a negotiable matter rather
16 than a contractual matter. Except as required by State laws limiting
17 compensation, employees will be paid on the then-existing salary schedule
18 until the dispute is decided through the negotiations process of Ch. 41.59
19 RCW.

20 55.5 Re-openers. Either party may reopen salary negotiations in the event that State salary
21 limitations are voided as applied to the District by a final and binding court order or
22 are removed by the Legislature as applied to the District. Any salary changes
23 resulting from such negotiations will be applicable to the entire school year to the
24 extent consistent with law and as determined by negotiations. In the event the
25 Legislature mandates specific salary monies to guarantee State funding for salary
26 increases for certificated staff of the District above the salary schedules included in
27 this Agreement, the parties agree to reopen this Section for the purpose of negotiating
28 an upward salary adjustment to comply with the legislative mandate.

29 **56.0 EXTENDED RESPONSIBILITIES**

30 56.1 Additional compensation shall be granted those certificated employees assigned
31 positions requiring specialized service, specialized duties, and/or extra duty
32 responsibilities beyond the school day or school year.

33 56.2 Teachers on Special Assignment (TOSA)

34 56.2.1 A teacher on special assignment (TOSA) is a non-supervisory certificated
35 employee who is assigned for all or a portion of their contract to provide
36 instructional support and specialized expertise to the District's certificated
37 employees.
38

1 56.2.2 The District will outline the duties and responsibilities of each TOSA
2 position prior to hiring any employee, and will amend the job description in
3 consultation with the Association if the expectations change. TOSAs shall be
4 selected using the regular hiring process. The Parties acknowledge all non-
5 supervisory employees, including TOSAs, are subject to annual assignment
6 and RIF provisions of the contract.

7 56.2.3 Each TOSA shall be contracted for ten (10) additional 8-hour days beyond
8 the certificated employee's contract year, compensated on a per diem basis
9 on a supplemental contract. Any additional time above the 10 additional
10 days must be mutually agreed upon between the employee and their
11 supervisor, and shall also be compensated at the per diem rate of pay.

12 56.2.4 To ensure TOSAs maintain the skills and expertise necessary to provide high
13 quality support to school-based colleagues, the District will re-open and fill
14 each TOSA position at least once every five years.

15 56.2.4.1 Prior to posting the position, the District will notify the
16 incumbent TOSA no later than March 15.

17 56.2.4.2 A TOSA who is to be re-assigned to a school-based or classroom
18 position by the District as an outcome of the posting cycle
19 described above in 56.2.4, shall be notified by May 1st and
20 informed of all open positions for the coming year for which they
21 are certificated and endorsed. In such cases, the TOSA shall be
22 assigned by mutual agreement between the District and the TOSA.

23 56.2.4.3 If no assignment is mutually agreed upon by June 1st, the TOSA
24 will be assigned by the District.

25 56.2.5 A TOSA may elect to return to a school-based or classroom assignment in
26 any year by notifying the District by letter no later than March 15. When
27 such notice has been given, the District shall reassign the TOSA to a school-
28 based position for which s/he is both certificated and endorsed.

29 56.3 Counselors

30 56.3.1 Counselors shall be compensated according to their placement on the
31 Certificated Employees' Salary Schedule. In addition, each secondary
32 counselor shall be contracted for ten (10) additional days beyond the
33 certificated employee's contract year and shall be compensated on a per diem
34 basis on a supplemental contract. Each elementary counselor shall be
35 contracted for five (5) additional days beyond the certificated employee's
36 contract year and shall be compensated on a per diem basis on a
37 supplemental contract.

1 56.3.2 Assignment of extended counseling time shall be determined by mutual
2 agreement at a meeting of the principal and all of the counselors in each
3 secondary building.

4 56.3.3 The District shall allocate three hundred (300) hours at the certificated
5 hourly rate for each high school, one hundred (100) hours at the certificated
6 hourly rate for each middle school and forty (40) hours at the certificated
7 hourly rate at each elementary school and Cascade K-8 for counselor special
8 assignments (e.g. awards ceremonies, sixth grade registration, financial aid
9 night). Use of this resource will be coordinated with the building
10 administrators.

11 56.4 Special Programs Educational Staff Associates

12 56.4.1 A District-employed Speech Language Pathologist (SLP), Occupational
13 Therapist (OT), Physical Therapist (PT), Psychologist, Social Worker, or
14 Audiologist will be offered additional employment opportunities at the
15 employee's per diem rate of pay prior to the District contracting with outside
16 services to cover for an SLP, OT, PT, Psychologist, Social Worker or
17 Audiologist on leave.

18 56.4.2 A District-employed SLP, OT, PT, Psychologist, Social Worker or
19 Audiologist will be offered additional employment opportunities at the
20 certificated instructional rate of pay prior to the District contracting with
21 outside services when such person is asked to provide the normal services of
22 an SLP, OT, PT, Psychologist, Social Worker or Audiologist outside the
23 individual's contract.

24 56.4.3 A District-employed SLP, OT, PT or Audiologist will be offered additional
25 employment opportunities at \$45.00 per hour, or the individual's per diem
26 rate if higher, prior to the District contracting with outside services when
27 such person is asked to provide Extended School Year (ESY) services in
28 accordance with Section 58.4.

29 56.4.4 School Psychologists shall be provided six (6) additional days beyond the
30 employee's contract year on a per diem basis on a supplemental contract.
31 Such additional days will be provided pro-rata, based on FTE. The
32 scheduling of the extended days offered shall be determined by mutual
33 agreement of the employee and his or her supervisor. A School Psychologist
34 may also flex his or her work-year schedule, by mutual agreement of the
35 employee and his or her supervisor, to work additional days during high-
36 demand times (e.g., before the school year) instead of other student or non-
37 student workdays in the regular employee work calendar.

38 56.4.5 SLP's, OT's and PT's with prior professional experience providing the same
39 type of service to a school-age population as would be expected in their
40 district position which is not counted for salary schedule placement under

the state's salary allocation model shall be given a supplemental incentive contract for the difference between the employee's base salary and the salary the employee would receive if such experience was counted. The definition of "years" shall be the same as used for state salary schedule credit. The burden of providing verification of such experience shall remain with the employee, and must be provided within the same timelines as expected for verification of teaching experience. The incentive purpose of the contract is to attract and retain specialists in hard-to-fill positions.

56.5 New Employees. Each new employee hired in the Shoreline School District will be provided a minimum of two additional work days, paid at the per diem rate of pay and scheduled no later than 30 days from their first base contract day. One day shall be provided for District-level orientation and the second day shall be an individual work day. In addition, each new employee shall be provided one release day after the start of the school year for mutually-agreed upon activities determined by the principal and the individual employee.

56.5.1 Support for the Professional Certification Process: The District also provides resources in Section 29.1 for educator-selected professional development.

56.6 Mentor Program. A mentor shall be offered to classroom teachers who have received a "Basic" final summative evaluation score, and to new employees within their first five years of employment in the district, as follows:

56.6.1 Mentor teachers shall be offered from a list of employees selected by the district in advance, and mutually agreed by the Association.

56.6.2 Mentor teachers shall be provided a stipend of \$1,500.00 for the collaborative work involved in each mentor relationship.

56.6.3 In order to ensure a positive and supportive mentoring relationship, mentors will not be asked to provide evidence in the evaluation process. The mentor may observe and provide non-evaluative feedback.

56.7 Classroom Coverage. Employees who agree, upon the request of the District, to cover classes for an absent certificated employee when a substitute is not available shall be compensated at the employee's per diem rate.

56.8 Employees appointed to serve on district committees that meet outside of the scheduled work day and include members other than SEA and District administrators will be paid at the certificated hourly rate for their participation. Examples of such committees may include, but are not limited to: Middle School Alignment Committee, High School Schedule Alignment Committee, and District Equity Committee.

57.0 TIME, RESPONSIBILITY AND INCENTIVE (TRI) CONTRACT

57.1 The District and Association affirm the following beliefs and expectations: (a) providing a quality education to all students in the Shoreline School District is dependent upon hiring and retaining the highest quality certificated staff; (b) providing a quality education to all students requires from the certificated staff a commitment to the education profession beyond the base contract and supplemental work days; and (c) the additional commitment required from Shoreline's certificated staff cannot be accurately measured in hours or days. The time necessary to fulfill any one certificated staff member's professional responsibilities will vary from that of another, as determined by the individual's own judgment and evaluated by their supervisor in alignment with the Danielson framework.

57.2 For the responsibilities listed in Section 57.4 and the additional days of work identified in Section 17.1, the District will provide each employee a supplemental contract in the amount indicated on the TRI schedules in Appendix B (time-based TRI and responsibility-based TRI). Payment for both of these TRI contracts shall be made in twelve (12) equal monthly installments. A part-time employee will receive a pro-rata share of this contract based on the employee's full-time equivalency (FTE). Employees shall earn compensation for the supplemental workdays included within the time-based TRI contract only for the days worked or falling within a period of paid leave.

57.3 The TRI contract shall be increased by \$500 for each employee with at least seventeen (17) years of service (using the definition of "year" used for the State Allocation Model). This amount shall be paid in a lump sum in the November pay warrant. A part-time employee will receive a pro-rata share of this stipend based on the employee's full-time equivalency (FTE).

57.4 The TRI contract recognizes that employees provide a professionally responsible level of services in the following areas which are above the basic contract:

- a. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
- b. Preparation for and attendance at reasonable building activities outside of the workday, such as open houses, curriculum nights, parent education nights, school and community functions, and concerts;
- c. Participation in self-reflection, goal setting and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
- d. Participation in a reasonable and equitable number of grade level, department, building, job-alike and/or district committees, task forces, processes and activities; and
- e. Fulfillment of basic contract expectations that fall outside the regular work day such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, participation in

1 a reasonable and equitable number of SST, IEP and Section 504 meetings,
2 and communicating with parents and students.

3 57.5 Employees may choose each year prior to the first payroll cutoff date in September to
4 convert all or a portion of the TRI contract (in 1/10th increments) to an individual
5 tuition reimbursement fund. The value of the converted contract amount shall be
6 increased by the amount of the mandatory employer taxes which would have been
7 paid on compensation. Employees shall submit proof of course completion and
8 receipt of tuition payment for reimbursement. Courses eligible for reimbursement
9 with this fund must meet the criteria for at least one of the following: (a)
10 advancement on the State salary schedule; (b) maintenance of professional education
11 certification; or (c) the attainment of additional certification endorsements. These
12 courses may be used for advancement on the salary schedule. Money remaining in an
13 employee's tuition reimbursement fund at the end of the fiscal year shall not be
14 cashed-out or carried over into the following year.

15 57.6 If the District does not pass a renewal maintenance and operations levy, or, if the
16 State Legislature reduces the District's authority to collect an approved maintenance
17 and operations levy, the District and Association agree to meet to discuss the impact
18 of such loss of levy revenue on this section of the contract.

19 57.7 Beginning with the 2015-16 school year, the TRI schedule in Appendix A shall be
20 adjusted as described in this section.

21 57.7.1 In September 2015, a survey shall be conducted of the 2014-2015 school
22 year to determine total compensation for non-supervisory certificated
23 employees as MA+90/16 cell of the salary schedule (the benchmark). Any
24 salary increase derived from the September 2015 survey shall be applied to
25 the September payroll.

26
27 In November 2015, and of each subsequent year, a survey shall be conducted
28 of the current school year to determine total compensation for non-
29 supervisory certificated employees at MA+90/16 cell of the salary schedule
30 (the benchmark). The outcome of the November survey shall result in an
31 adjustment to TRI for the current year. Any salary increase derived from the
32 November survey shall be applied to the December payroll, and shall include
33 a one-time retroactive payment for the months of September, October and
34 November.

35
36 57.7.2 The survey shall include the following school districts in the Puget Sound
37 region: Bellevue, Edmonds, Everett, Highline, Issaquah, Lake Stevens, Lake
38 Washington, Marysville, Mercer Island, Monroe, Mukilteo, Northshore,
39 Renton, Seattle, Snohomish, and Tukwila.

40 57.7.3 For the purposes of the survey, "total compensation" shall include base
41 salaries and any additional compensation for time, responsibility or

incentive available to all employees at the benchmark, including the maximum longevity pay for each district.

57.7.4 The District and the Association shall exchange and discuss information to facilitate an agreement upon the compensation levels for the benchmark for each of the districts surveyed. Any disagreement about these numbers that is unable to be resolved informally shall be treated as a negotiable, and not grievable, dispute.

57.7.5 The parties shall determine the total salary at the eighth (8th) ranked district in the total districts included within the survey (including Shoreline).

57.7.6 The difference between the 8th ranked district and Shoreline's total compensation shall be calculated as a percentage of Shoreline's total compensation. If Shoreline's total compensation is below the 8th position on the list, the percentage difference shall be multiplied by the total compensation for each cell on Shoreline's salary schedule and these dollars shall be added as an increase to each cell on the TRI schedule. If Shoreline's total compensation is above the 8th position, no change shall be made to the TRI schedule.

58.0 EXTENDED CONTRACTS BEYOND SCHOOL DAY/SCHOOL YEAR

58.1 Assignments in this category require the services of the certificated employee beyond those that the regular assignment requires.

58.2 Refusal to accept an extended contract and/or a supplemental contract shall have no adverse effect upon the certificated employee's evaluation and/or basic contract.

58.3 Special Assignments

58.3.1 The Superintendent may offer special assignments during or beyond the contract year.

58.3.2 Stipends for additional leadership services shall be calculated at the certificated daily or hourly rate of pay indicated on the Certificated Employees' Salary Schedule.

58.3.3 Compensation for extensions of the certificated work year shall be paid at the employee's per diem rate of pay.

58.3.4 Stipends and extensions of the work year shall be clarified on the posting for the special assignment.

58.4 Summer Teaching Assignments. Teachers in regular summer programs (e.g. Summer School, Jump Start and Extended School Year (ESY)) will be paid at the certificated instructional rate in Section 54.1 for all hours of instruction. This rate was originally calculated as an average certificated per diem rate plus an additional 20% for

1 planning time. Employees will not be paid for additional planning hours. SLP's,
2 OT's, PT's and Audiologists shall be paid \$45 per hour, or the individual's per diem
3 rate if higher, for service in the regular summer programs.

4 58.5 Activity and Leadership Assignments – General

5 58.5.1 All activity and leadership assignments are for a school year. Building
6 principals shall submit an initial list of employees recommended for activity
7 and leadership assignments to the Human Resources Office no later than the
8 third Friday in October. A final list of activity and leadership assignments
9 for each building must be submitted by June 1. Stipends of \$600 or less
10 shall be paid in a lump sum in either January, April or July, whichever
11 comes first after completion of the assignment. A notice of the stipends
12 included in the lump sum shall be provided to the employee in the month
13 such payment is made. Stipends greater than \$600 shall be paid in equal
14 installments over the remaining months of the contract year beginning with
15 the month the employee begins working the assignment.

16 58.5.2 Decisions on the distribution of pooled allocations for activity and leadership
17 assignments (Section 58.6.1, 58.7.1, and 58.8.1) are delegated to a building's
18 certificated staff and administrator(s) in accordance with the site-based
19 decision making model in Section 62.2.

20 58.5.3 Staff FTE used in allocation formulas for activity, athletics and leadership
21 funds shall be measured as of the October count date.

22 58.5.4 The funds allocated to any activity or leadership assignment that remains
23 unfilled or fails to commence within ten (10) school days of the expected
24 starting date may be reallocated to the general pool allocated for activity and
25 leadership assignments (Section 58.6.1, 58.7.1, and 58.8.1) and distributed in
26 accordance with the site-based decision making model in Section 62.2.

27 58.5.5 At the request of the District or Association, a committee of three (3)
28 representatives from the District and three (3) representatives from the
29 Association shall meet to review the agreed expectations and compensation
30 for the specifically named activity and leadership assignments in Section
31 58.6, 58.7 and 58.8.

32 58.6 Extended Learning Opportunities and Leadership Assignments – Elementary

33 58.6.1 Each elementary school shall be allocated \$950 per certificated staff FTE
34 assigned to the building to compensate certificated employees for collegial
35 planning, building leadership positions and extended learning opportunities
36 (including health and fitness, core academics, and educational enrichment)
37 for students at all levels of achievement.

1 58.6.2 In addition, each elementary school shall be allocated the following amounts
2 for specific special assignments:

3	6 th Grade Camp Team -----	\$3,000
4	Band Director -----	\$500
5	General Music & Honor Choir Director -----	\$1,000
6	Field Day Coordinator -----	\$300
7	Teacher Librarian -----	\$2,094
8	Orchestra Director -----	\$500
9	State Testing Coordinator -----	\$1,000
10	Student Study Team -----	\$3,766

11
12 58.7 Extended Learning Opportunities and Leadership Assignments – Middle School

13 58.7.1 Each middle school shall be allocated \$8,685 to compensate certificated
14 employees for collegial planning, building leadership positions and extended
15 learning opportunities (including health and fitness, core academics, and
16 educational enrichment) for students at all levels of achievement.

17 58.7.2 In addition, each middle school shall be allocated the following amounts for
18 specific special assignments:

19	Activity Coordinator -----	\$1,750
20	Band Director -----	\$1,255
21	Jazz Club Advisor -----	\$1,750
22	Choir Director -----	\$839
23	Drama Director/Advisor -----	\$839
24	Orchestra Director -----	\$839
25	Teacher Librarian -----	\$2,094
26	New Student Orientation & Mentoring -----	\$1,750
27	Student Study Team -----	\$3,766

28 Individuals with five (5) or more years experience in an activity listed in this
29 subsection (58.7.2) will be paid an additional \$349.

30 58.7.3 In addition, each middle school shall be allocated \$500 per certificated staff
31 FTE for leadership positions.

32 58.7.4 In addition to the Learning Resource Center amount identified in Section
33 58.7.2, when a building principal and head librarian mutually agree that the
34 head librarian should attend department head meetings, the head librarian
35 will be paid for his or her time at the meeting at the certificated hourly rate.

36 58.7.5 In addition, Department Head positions shall be compensated \$2,000 for
37 each of the following departments: Social Studies, Language Arts, Math,
38 Science, PE, World Language, Music/Art, Directed Studies.

1 58.8 Extended Learning Opportunities and Leadership Assignments – High School

2 58.8.1 Each high school shall be allocated \$10,000 to compensate certificated
3 employees for collegial planning, building leadership positions and extended
4 learning opportunities (including health and fitness, core academics, and
5 educational enrichment) for students at all levels of achievement.

6 58.8.2 In addition, each high school shall be allocated the following amounts for
7 specific special assignments:

8	Activity Coordinator -----	\$4,184
9	Annual Advisor -----	\$2,514
10	Band Director -----	\$5,442
11	Assistant Band Director-----	\$2,094
12	Choir Director-----	\$2,094
13	Class Advisor – Freshman-----	\$419
14	Class Advisor – Sophomore-----	\$419
15	Class Advisor – Junior -----	\$839
16	Class Advisor – Senior-----	\$2,094
17	Debate Coach -----	\$1,655
18	Drama Director/Advisor -----	\$6,277
19	Literary Arts Magazine -----	\$1,800
20	National Honor Society Advisor-----	\$839
21	New Student Orientation & Mentoring -----	\$2,094
22	Newspaper -----	\$3,140
23	Orchestra Director -----	\$2,094
24	Robotics/Engineering -----	\$1,800
25	Student Study Team -----	\$3,766
26	Teacher Librarian -----	\$2,094
27	Video Production -----	\$1,800

28
29 Individuals with five (5) or more years experience in an activity listed in this
30 subsection (58.8.2) will be paid an additional \$349.

31 58.8.3 In addition, Department Head positions shall be compensated based on the
32 following formula:

33	10-24 sections per semester -----	\$3,500
34	25-34 sections per semester -----	\$4,500
35	35+ sections per semester-----	\$5,500

36 Any secondary special education program with eleven (11) or more sections
37 shall have its own department head as budgeted and provided by the District.
38 All department head positions for the ensuing school year shall be posted in
39 each building by June 1. The principal, upon request, shall provide the
40 reason(s) for such decisions to a certificated employee who applied and was
41 not appointed.

1 58.8.4 In addition to the Learning Resource Center amount identified in Section
2 58.8.2, when a building principal and head librarian mutually agree that the
3 head librarian should attend department head meetings, the head librarian
4 will be paid for his or her time at the meeting at the certificated hourly rate.

5 **59.0 AUTHORIZED PAYROLL DEDUCTION**

6 59.1 The District shall deduct Association dues, representation fees, Washington State
7 Employees Credit Union, and other District-approved deductions for full-time and
8 part-time certificated employees requesting such a deduction.

9 **60.0 GROUP INSURANCE**

10 60.1 The District agrees to make available to contracted certificated employees basic
11 group insurance programs approved by the Board under the following conditions:

12 60.1.1 Each month, the District shall provide the monthly amount identified in the
13 State appropriations act for group insurance plus \$29.00 per month per FTE
14 for each benefit-eligible employee of the bargaining unit (regardless of the
15 source of funds used to pay each employee's salary) prorated on the basis of
16 the employee's full time equivalency (FTE). For the purposes of these
17 provisions regarding insurance, a "benefit-eligible employee" is an employee
18 with a 0.4 or greater FTE.

19 60.1.2 The District shall add a lump sum of \$120,000 to the insurance benefit pool
20 each year to reduce the out-of-pocket expenses of employees.

21 60.1.3 Should there be a change in benefits that causes the district's contribution
22 toward health benefits to be disallowed, the full contribution shall be
23 converted to the TRI schedule (Section 57.0, Appendix B).

24 60.1.4 The cost of mandatory group insurance plans mutually approved by the
25 District and Association (dental, vision, long-term disability, and term life
26 insurance which pays the annual salary of the employee) will be subtracted
27 from the District contribution (identified in paragraph 60.1.1 above) each
28 month, and the remainder will be applied toward any mutually-approved
29 medical insurance plan selected by the Employee. Any remaining portion of
30 the medical insurance premiums will be deducted from the Employee's
31 salary warrant.

32 60.1.5 Any portion of the Employee's insurance allocations remaining after
33 subtracting the cost of mandatory and medical insurance premiums will be
34 pooled for the sole benefit of other Employees with out-of-pocket medical
35 insurance premium costs. This monthly pool amount will be calculated in
36 October and then re-calculated in April of each year (for distribution during
37 the calculation month and during the five (5) following months). Each
38 month, each Employee with out-of-pocket costs will be credited with an

1 equal dollar amount of the pool, per FTE, up to the total cost of the
2 Employee's out-of-pocket cost for premiums, or until the pool is exhausted,
3 whichever comes first (commonly referred to as "pooling by rounds").

4 60.1.6 The District shall not use any portion of the pool for the payment of the
5 monthly Health Care Authority (HCA) subsidy required by the State or any
6 other cost, unless all Employee out-of-pocket premium costs are covered for
7 that particular school year. The District shall pay the full cost of the
8 monthly HCA subsidy out of local District funds.

9 60.1.7 Each year, the District shall provide a report to the Association identifying
10 the amount of the pool, an explanation how the pool amount was calculated
11 and the amounts distributed to Employees. In accordance with its right as a
12 collective bargaining agent under State law, the Association may receive any
13 further financial information substantiating these figures from the District
14 upon request.

15 60.1.8 An employee whose spouse/domestic partner also is a District employee
16 eligible for a District insurance contribution may combine his or her
17 insurance allocation with that of his or her spouse/domestic partner for the
18 purchase of a single insurance plan to offset the employee's out-of-pocket
19 costs for medical insurance premiums (e.g. the purchase of one "employee
20 plus spouse" plan rather two "employee only" plans). The reduction in
21 insurance and the unused portion of the insurance allocation shall be
22 returned to the insurance pool(s). If the spouse/domestic partner is in a
23 different bargaining unit, the other bargaining unit must agree to the same
24 procedure before the combination of insurance allocations can be effective.
25 If the spouse/domestic partner is in a different insurance pool, one-half of
26 the cost of the single insurance plan shall be charged to each insurance pool.

27 60.1.9 The amount of the mandatory employer taxes not expended by the District
28 due to employee participation in a Section 125 individual medical savings
29 account shall be added to the insurance pool described in Section 60.1.3.
30 This amount shall be calculated based on elections which take effect January
31 1 of the current school year.

32 60.2 An employee may elect to have optional group insurance programs approved by the
33 District (e.g. supplemental life, short term disability insurance and accidental death
34 and dismemberment) deducted from their salary warrant. The entire premium for any
35 of these Optional Supplemental Insurances will be a full salary deduction. None of
36 the unused contribution, from the Basic Group Insurance as described in Section 60.1,
37 can be applied to the Optional Supplemental Insurance premiums.

38 60.3 The District will continue to offer a Section 125 plan for health care and/or dependent
39 care expenses.

1 60.4 Coverage under the group insurance plans will be made available to domestic partners
2 under the rules and conditions provided by the particular insurance carrier.

3 60.5 The District shall make an employee effectiveness program through the District's
4 selected provider available to each certificated employee that includes at least four (4)
5 counseling sessions per incident for the employee or members of the employee's
6 family.

7 60.6 The District and Association agree to continue participation in a medical reserve trust
8 program on a year to year basis for employees separating from employment and
9 eligible for sick leave cash-out under Section 40.10.2. The District and Association
10 also agree to continue participation in a medical reserve trust program on a year to
11 year basis for employees who have accumulated 180 days or more days of sick leave.

12 60.7 The District Insurance Committee shall continue to evaluate group insurance
13 programs currently available. The Association shall appoint three (3) representatives
14 to the committee.

15 **61.0 INDUSTRIAL INSURANCE COORDINATION**

16 61.1 Whenever an employee is absent from employment as a result of personal illness or
17 injury sustained in the normal course of employment and in the performance of
18 his/her duties, the employee shall be paid the difference between the employee's full
19 salary and that allowed by State industrial insurance compensation. The combined
20 insurance and leave payments cannot total more than the employee's regular contract
21 salary. Any overpayments shall be returned to the District by the employee. No part
22 of such absence shall be charged to sick leave.

23 **62.0 SITE-BASED DECISION MAKING PROCESS**

24 62.1 Each building shall be allocated \$1,526 for site-based decision making activities as
25 determined in the decision making model described in Section 62.2.

26 62.2 Decisions which this Agreement delegates to a building or site's certificated staff and
27 administrator(s) shall be accomplished through the equitable participation of staff and
28 building administration in designing an equitable process to share and examine
29 information and to reach a decision. An equitable process will include the following
30 principles, as appropriate:

- 31 a. Defining jurisdictional issues, recognizing that the final decision rests with
32 those legally and professionally responsible;
- 33 b. Explaining the process for making the decision before the process begins;
- 34 c. Defining whether input or influence will be sought as to "how" and "from
35 whom";
- 36 d. Analyzing the impact of potential decisions on a school and on the system;
- 37 e. Seeking input from other groups who can provide information, such as the
38 central office, employee groups, or community members;

f. Publicizing the process.

(See glossary for definition of terms.) In the event that the equitable process does not produce a decision, the final determination will be made by the building administrator.

62.3 The use of professional development funds allocated to buildings will be the subject of the decision making process under Section 62.2.

63.0 TECHNOLOGY

63.1 No teacher will be required to maintain both a classroom website and a newsletter for the purposes of communicating with their classroom community. No teacher will be required to update a classroom website more frequently than once per month. Elementary teachers who maintain a classroom website shall make paper copies of critical communication available to families without online access.

63.2 Each secondary teacher will be responsible for posting grades online twice per month. Based upon input from secondary teachers, the District will announce to the community the dates upon which grades will be updated. Paper progress reports will not be required. Report cards will be sent home at the end of each quarter and semester (high school or middle school). Selection of any uniform, mandated grading software or program shall be the subject of a mutual agreement between the Association and the District as memorialized in a memorandum of understanding.

63.3 Prior to a new curriculum adoption, the adoption committee and technology department shall be made aware of the technology required to support implementation of that curriculum.

The field test of the adoption shall identify the technology requirements for successful implementation. For any online component of the curriculum that the adoption committee identifies as a requirement for successful implementation, the classroom will be equipped with a computer or equivalent device for each student.

Teachers who use online curriculum or materials shall have access to computers or equivalent devices to support their students. Additionally, at each elementary school there shall either be a computer lab, or the equivalent as a classroom set.

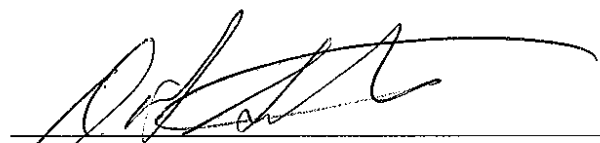
1 **64.0 DURATION OF AGREEMENT**

2 64.1 This Collective Bargaining Agreement shall be effective as of September 1, 2015, and
3 continue in effect until August 31, 2018.

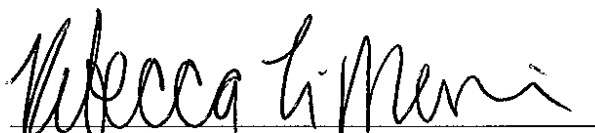
4 64.2 This Agreement may be reopened by mutual consent. This contract may also be
5 reopened by either party to deal with the recommendations of joint committees.

6
7 Ratified September 3, 2015 by the Shoreline Education Association
8 Approved September 14, 2015 by the Shoreline Board of Directors
9

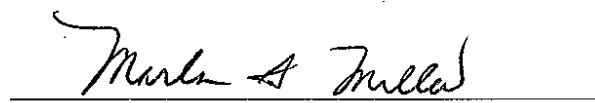
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13 SHORELINE EDUCATION ASSOCIATION

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15 
16 _____
17 David Guthrie, SEA President
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SHORELINE SCHOOL DISTRICT #412

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25 Rebecca Miner, Superintendent and
26 Secretary to the Board of Directors
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33 _____
34 Lyn Sherry, UniServ Director
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39 _____
40 Marla S. Miller,
41 Deputy Superintendent

**2015-16 Initial
SEA Certificated Salary Schedule**

1

Years of Service	1 BA	2 BA+15	3 BA+30	4 BA+45	5 BA+90	6 BA+135*	7 MA	8 MA+45	9 MA+90/PhD	
0	35,069	36,016	36,997	37,981	41,137	43,170	42,045	45,201	47,235	Base (180 days)
	1,559	1,601	1,644	1,688	1,828	1,919	1,869	2,009	2,099	TRI Time (8 days)
	9,084	9,311	9,542	9,775	10,526	11,009	10,742	11,491	11,975	TRI Responsibility
	195	200	206	211	229	240	234	251	262	**Collegial Time (8 hrs.)
	45,907	47,128	48,389	49,655	53,720	56,338	54,890	58,952	61,571	Total Compensation
1	35,541	36,501	37,495	38,522	41,711	43,732	42,512	45,701	47,722	Base (180 days)
	1,580	1,622	1,666	1,712	1,854	1,944	1,889	2,031	2,121	TRI Time (8 days)
	9,195	9,425	9,660	9,905	10,661	11,143	10,853	11,610	12,091	TRI Responsibility
	197	203	208	214	232	243	236	254	265	**Collegial Time (8 hrs.)
	46,513	47,751	49,029	50,353	54,458	57,062	55,490	59,596	62,199	Total Compensation
2	35,991	36,960	37,965	39,071	42,250	44,293	42,983	46,162	48,205	Base (180 days)
	1,600	1,643	1,687	1,736	1,878	1,969	1,910	2,052	2,142	TRI Time (8 days)
	9,304	9,533	9,772	10,034	10,790	11,276	10,964	11,720	12,206	TRI Responsibility
	200	205	211	217	235	246	239	256	268	**Collegial Time (8 hrs.)
	47,095	48,341	49,635	51,058	55,153	57,784	56,096	60,190	62,821	Total Compensation
3	36,454	37,433	38,448	39,589	42,763	44,855	43,429	46,600	48,693	Base (180 days)
	1,620	1,664	1,709	1,760	1,901	1,994	1,930	2,071	2,164	TRI Time (8 days)
	9,413	9,645	9,887	10,158	10,913	11,410	11,070	11,825	12,321	TRI Responsibility
	203	208	214	220	238	249	241	259	271	**Collegial Time (8 hrs.)
	47,690	48,950	50,258	51,727	55,815	58,508	56,670	60,755	63,449	Total Compensation
4	36,909	37,931	38,952	40,133	43,325	45,432	43,896	47,089	49,197	Base (180 days)
	1,640	1,686	1,731	1,784	1,926	2,019	1,951	2,093	2,187	TRI Time (8 days)
	9,520	9,763	10,007	10,287	11,045	11,547	11,181	11,941	12,440	TRI Responsibility
	205	211	216	223	241	252	244	262	273	**Collegial Time (8 hrs.)
	48,274	49,591	50,906	52,427	56,537	59,250	57,272	61,385	64,097	Total Compensation
5	37,378	38,405	39,436	40,683	43,863	46,013	44,371	47,553	49,703	Base (180 days)
	1,661	1,707	1,753	1,808	1,949	2,045	1,972	2,113	2,209	TRI Time (8 days)
	9,634	9,877	10,121	10,418	11,174	11,686	11,296	12,051	12,562	TRI Responsibility
	208	213	219	226	244	256	247	264	276	**Collegial Time (8 hrs.)
	48,881	50,202	51,529	53,135	57,230	60,000	57,886	61,981	64,750	Total Compensation
6	37,861	38,865	39,932	41,240	44,405	46,566	44,859	48,024	50,184	Base (180 days)
	1,683	1,727	1,775	1,833	1,974	2,070	1,994	2,134	2,230	TRI Time (8 days)
	9,747	9,985	10,239	10,550	11,302	11,816	11,411	12,163	12,676	TRI Responsibility
	210	216	222	229	247	259	249	267	279	**Collegial Time (8 hrs.)
	49,501	50,793	52,168	53,852	57,928	60,711	58,513	62,588	65,369	Total Compensation
7	38,709	39,728	40,809	42,188	45,401	47,621	45,771	48,982	51,204	Base (180 days)
	1,720	1,766	1,814	1,875	2,018	2,116	2,034	2,177	2,276	TRI Time (8 days)
	9,950	10,191	10,448	10,775	11,539	12,067	11,626	12,390	12,919	TRI Responsibility
	215	221	227	234	252	265	254	272	284	**Collegial Time (8 hrs.)
	50,594	51,906	53,298	55,072	59,210	62,069	59,685	63,821	66,683	Total Compensation

Amounts are based on 1.0 FTE for the full 180-day school year.

Longevity stipend = \$500 for 17 or more years of service.

*BA+135 = Credits must have been earned by December 31, 1991 (RCW 28A.150.410 (3))

**Collegial Time to be submitted on Extra Pay Request form.

**2015-16 Initial
SEA Certificated Salary Schedule**

2

Years of Service	1 BA	2 BA+15	3 BA+30	4 BA+45	5 BA+90	6 BA+135*	7 MA	8 MA+45	9 MA+90/PhD	
8	39,950	41,025	42,131	43,625	46,881	49,183	47,206	50,463	52,764	Base (180 days)
	1,776	1,823	1,872	1,939	2,084	2,186	2,098	2,243	2,345	TRI Time (8 days)
	10,245	10,501	10,762	11,118	11,890	12,438	11,969	12,742	13,289	TRI Responsibility
	222	228	234	242	260	273	262	280	293	**Collegial Time (8 hrs.)
	52,193	53,577	54,999	56,924	61,115	64,080	61,535	65,728	68,691	Total Compensation
9		42,368	43,529	45,077	48,409	50,789	48,657	51,991	54,371	Base (180 days)
		1,883	1,935	2,003	2,152	2,257	2,163	2,311	2,416	TRI Time (8 days)
		10,818	11,095	11,461	12,256	12,819	12,314	13,107	13,672	TRI Responsibility
		235	242	250	269	282	270	289	302	**Collegial Time (8 hrs.)
		55,304	56,801	58,791	63,086	66,147	63,404	67,698	70,761	Total Compensation
10			44,944	46,604	49,979	52,439	50,185	53,562	56,021	Base (180 days)
			1,998	2,071	2,221	2,331	2,230	2,381	2,490	TRI Time (8 days)
			11,432	11,825	12,627	13,212	12,675	13,478	14,064	TRI Responsibility
			250	259	278	291	279	298	311	**Collegial Time (8 hrs.)
			58,624	60,759	65,105	68,273	65,369	69,719	72,886	Total Compensation
11				48,175	51,624	54,133	51,756	55,207	57,714	Base (180 days)
				2,141	2,294	2,406	2,300	2,454	2,565	TRI Time (8 days)
				12,198	13,020	13,615	13,049	13,870	14,467	TRI Responsibility
				268	287	301	288	307	321	**Collegial Time (8 hrs.)
				62,782	67,225	70,455	67,393	71,838	75,067	Total Compensation
12				49,696	53,313	55,897	53,389	56,895	59,479	Base (180 days)
				2,209	2,369	2,484	2,373	2,529	2,644	TRI Time (8 days)
				12,560	13,420	14,035	13,438	14,271	14,885	TRI Responsibility
				276	296	311	297	316	330	**Collegial Time (8 hrs.)
				64,741	69,398	72,727	69,497	74,011	77,338	Total Compensation
13					55,043	57,704	55,079	58,624	61,285	Base (180 days)
					2,446	2,565	2,448	2,606	2,724	TRI Time (8 days)
					13,830	14,464	13,841	14,682	15,314	TRI Responsibility
					306	321	306	326	340	**Collegial Time (8 hrs.)
					71,625	75,054	71,674	76,238	79,663	Total Compensation
14					56,781	59,579	56,819	60,477	63,161	Base (180 days)
					2,524	2,648	2,525	2,688	2,807	TRI Time (8 days)
					14,246	14,909	14,253	15,122	15,761	TRI Responsibility
					315	331	316	336	351	**Collegial Time (8 hrs.)
					73,866	77,467	73,913	78,623	82,080	Total Compensation
15					58,259	61,129	58,296	62,049	64,803	Base (180 days)
					2,589	2,717	2,591	2,758	2,880	TRI Time (8 days)
					14,594	15,277	14,604	15,496	16,150	TRI Responsibility
					324	340	324	345	360	**Collegial Time (8 hrs.)
					75,766	79,463	75,815	80,648	84,193	Total Compensation
16 & Over					59,423	62,351	59,462	63,290	66,099	Base (180 days)
					2,641	2,771	2,643	2,813	2,938	TRI Time (8 days)
					14,872	15,568	14,882	15,790	16,458	TRI Responsibility
					330	346	330	352	367	**Collegial Time (8 hrs.)
					77,266	81,036	77,317	82,245	85,862	Total Compensation

Amounts are based on 1.0 FTE for the full 180-day school year.

Longevity stipend = \$500 for 17 or more years of service.

*BA+135 = Credits must have been earned by December 31, 1991 (RCW 28A.150.410 (3))

**Collegial Time to be submitted on Extra Pay Request form.

Shoreline School District
Final 2015-2016 SCHOOL CALENDAR

NOTE: This calendar reflects State Board of Education approval of a 175-day school year.

2015				
MON	TUE	WED	THUR	FRI
JULY				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
AUGUST				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
SEPTEMBER				
	1	2	3	4
7	8	9*	10	11
14	15	16	17	18
21	22	23	24	25*
28	29	30		
OCTOBER				
			1	2
5	6	7	8	9
12	13	14*	15*	16*
19	20	21	22	23
26	27	28	29	30
NOVEMBER				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25*	26	27
30				
DECEMBER				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

 schools closed
 non-student workday

2016				
MON	TUE	WED	THUR	FRI
JANUARY				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
FEBRUARY				
1	2	3	4*	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29				
MARCH				
	1	2	3	4
7	8*	9*	10*	11*
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
APRIL				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
MAY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
JUNE				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24*
27	28	29	30	

* See note on right

JULY				
MON	TUE	WED	THUR	FRI
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
AUGUST				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

***Designated Dates**

Jul 2	Independence Day Add'l Holiday (Certain Shoreline CBAs)
Jul 3	Independence Day Holiday (federal)
Sept 1	Non-Student WorkDay (D/D, Elementary FOCUS ON READING ADOPTION)
Sept 2	Non-Student WorkDay (D/I - District Welcome, then P)
Sept 3	Non-Student WorkDay (P/C)
Sept 4	Non-Student WorkDay (P/I)
Sept 7	Labor Day
Sept 8	Non-Student WorkDay (I/I)
Sept 9	First Day of School
Sept 25	Early Release Day All Levels (P - Evaluation Implementation)
Sept 28	Non-Student WorkDay (D/C - Evaluation Implementation)
Oct 14 - 16	Elem Parent Conferences - early release of elem students
Oct 26	Non-Student WorkDay (P/I)
Nov 11	Veterans Day
Nov 13	End of First Quarter
Nov 25	Early Release Day All Students & All Staff
Nov 26 - 27	Thanksgiving Break
Dec 7	Non-Student WorkDay (I/I)
Dec 21 - Jan 1	Winter Break
Jan 18	Martin Luther King Jr. Day
Feb 4	End of First Semester (90th day)/End of Second Quarter
Feb 5	Non-Student Work Day (I/I)
Feb 15	President's Day
Feb 16 - 19	Mid-Winter Break
Mar 7	Non-Student WorkDay (P/I)
Mar 8 - 11	Elementary Early Release for Parent Conferences
Apr 4	Non-Student Work Day (P/I)
Apr 8	End of Third Quarter
Apr 18 - 22	Spring Break
May 16	Non-Student WorkDay (P/C)
May 30	Memorial Day
Jun 13	Non-Student Work Day (I/I)
Jun 24	Likely last day of school - Early Release All Students (I)

Miscellaneous notes:

Base contract days (5) = 9/1, 9/3, 9/28, 3/7, 5/16
TRI contract days (8) = 9/2, 9/4, 9/8, 10/26, 12/7, 2/5, 4/4, 6/13
D=District P=Principal I=Individual C=Collegial
School closure make-up days (in order) = May 16, June 13, June 27+

Jul 4	Independence Day Holiday (federal)
Jul 5	Independence Day Add'l Holiday (Certain Shoreline CBAs)

APPENDIX D – GLOSSARY AND WORD USAGE

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine, words denoting number include both the singular and plural.

Unless the context in which they are used clearly requires otherwise, when used in this Collective Bargaining Agreement the words below shall have the following meaning:

ACT - the Education Employment Relations Act, RCW 41.59.

ADVISORY – Designated time during the student day when certificated staff supervise students engaged in study hall activities, meet with individual students to reinforce instruction and clarify concepts taught during a curricular class, or provide school activity information to students.

ASSOCIATION - the Shoreline Education Association as constituted.

BARGAINING UNIT - certificated employees bargained for by the exclusive bargaining representative which is the Association.

BASE SALARY - B.A. - Step 1 of the Certificated Employee Salary Schedule.

BOARD - the Shoreline Board of Directors or its appointed representatives in the Shoreline School District No. 412.

CERTIFICATED DAILY/HOURLY RATE - The rate of pay for agreed upon services performed by certificated staff beyond the regular contract day or year.

CLASSROOM PREPARATION – the design, delivery, and assessment of the efficacy of instruction for students in an articulated area of study.

CLASSROOM TEACHER CONTACT TIME - Classroom contact hours shall mean those hours a certificated classroom teacher is instructing students in a classroom, exclusive of such time as the teacher spends for preparation, conferences, administrative duties and other non-classroom duties.

CONSENSUS - a meeting of the minds where every member of the group/faculty is given the opportunity to participate in the discussion and decision. Everyone may not like the decision, but everyone is willing to live with it.

CONTRACT YEAR - the number of days included in the employee's base contract under Section 16.1.

DAILY PERIOD - the equivalent of one (1) full class period at the secondary level and fifty (50) minutes at the elementary level.

DAYS - teacher contract days, unless otherwise specifically defined in this Agreement.

DISTRICT - the Shoreline School District No. 412.

EDUCATION ADJUSTMENT - a horizontal movement on the basis of increased education credits on the salary schedule.

GRIEVANCE - a dispute over the interpretation and/or application of the collective bargaining contract approved by the Board of Directors of the Shoreline School District and regulations and rules for administrative implementation of policies adopted by the Board.

GRIEVANT - any certificated employee of the Shoreline School District, for whom the Association bargains, who has a grievance, or the Association serving on behalf of those certificated employees for whom it bargains.

INCREMENT - a vertical movement on the basis of experience on the salary schedule.

PROGRAM HOUR - Those hours when students are provided the opportunity to engage in educational activity planned by and under the direction of school district staff, as directed by the administration and board of directors of the District, inclusive of intermissions for class change and recess, and parent-guardian and or student conferences.

RESPONSIBLE ADMINISTRATOR - the school official most closely associated with the grievance.

SITE (as used in Site-based decisions) - the certificated staff at a particular location or building in a full or part-time capacity.

SUPPLEMENTAL ACADEMIC SUPPORT (SAS) – a designated time during the student day which may be used either as an advisory or as a supplemental period for students who need additional academic instruction. Students may be assigned to SAS in configurations as determined at the school to best meet the needs of the students. SAS does not count as a classroom preparation when the content meets the definition of an advisory period. SAS counts as a classroom preparation when non-supervisory certificated staff provide content to meet the academic needs of students through the design, delivery and assessment of supplemental instruction.

TEACHER - "certificated personnel," "certificated employee," "educational employee," "employee," or "member of the bargaining unit" refers to employees represented in the bargaining unit as defined in Article 1.0.

TERMS RELATED TO SHARED DECISION MAKING

Preamble: The following items are the result of a mediated/facilitated process between representatives of the Board Administration and SEA in an effort to improve communication, reach some common understanding, and prevent conflict.

INPUT - is the genuine opportunity to submit information and/or to be heard by the decision makers. The decision makers are responsible for expressing how the input is fed into the rationale for making the decision.

INFLUENCE - is the opportunity to be able to affect an outcome or decision in a significant way as to have “visible” impact on a process and/or decision.

SHARED DECISION MAKING - involves the equitable participation of the decision makers in designing an equitable process to share and examine information and to make the actual decision.

SITE BASED DECISION MAKING - involves the equitable participation, in partnership, to design an equitable process to share and examine information. Processes will follow a set of established operating principles which include:

- a. Define jurisdictional issues, recognizing that the final decision rests with those legally and professionally responsible;
- b. An explanation of the process for making the decision before the process begins;
- c. Define whether input or influence will be sought as to “how” and “from whom”;
- d. Use the tenets of shared decision making;
- e. Analyze the impact of potential decisions on a school and on the system;
- f. Seek input from central office, employee groups, community members, or other experts who can offer information; and
- g. Publicize the process.

Jurisdictional examples of site-based decision making which is both system-wide and site-based may include: Curriculum process; Instruction (room assignments, teaching assignments, teaching models - multi-age, blocking, looping, etc.; scheduling); Hiring (including site administrators); Budget; Meetings; and Contract issues (input sought, but decided by those under contract).

JURISDICTION - defines the scope of authority and/or responsibility determined by law, policy, role or agreement and so communicated.

WAIVER - is an agreement as a result of a shared decision making process to alter a term or condition at a site for the purpose of advancing a component of the educational program, addressing economic necessity, or pursuing an endeavor which could otherwise not be accommodated.

Waivers will honor collective bargaining agreements with regard to items such as salary, insurance, job security, or pension. The term “salary” currently includes the base salary schedule, supplemental days, the professional stipend, report card days, and extra days for counselors. In times of adverse economic conditions, other decision-making processes may be considered for utilization by the parties.

Other optional items that are negotiated and that offer remuneration for work completed will be honored through the collective bargaining process.

Monetary items subject to the waiver process include: activity pay, site-based grant, and department head leadership.

SYSTEM - means a network of interdependent parts including all schools’ employees, students, work sites, board and community respecting each other and continuously functioning together as a whole in order to attain the core mission and related goals. A system supports and sustains its parts.

EQUITY - does not necessitate equality. It is the recognition and practice of fair treatment based upon agreed and common philosophy, standards and/or objective criteria in making decisions for the benefit of the system.

PARTNERSHIP - is a commitment among the parties to work together consistently and cooperatively to share information, solve problems, make decisions, and to keep agreements for the benefit of the partners and the system.

ANCHOR - is representative of a specific population or organization such as the school board, administrators, SEA, and classified staff. The anchors will develop and agree on a set of operating principles which will form the basis for anchor agreements.

ANCHOR GROUP - is comprised of the four representatives cited above.

ANCHOR AGREEMENT is a result of discussion among the four representatives cited above. The purposes are to enhance communication, discuss areas of mutual concern including jurisdictional issues, as well as assist, clarify and provide guidance in support of the system. An anchor agreement must be agreed upon by all anchors.

APPENDIX E – SUBSTITUTE ADDENDUM

1.0 RECOGNITION

- 1.1 Substitute teachers, who work at least twenty consecutive days in the same assignment or at least thirty cumulative days in the current or immediately preceding school year are part of the bargaining unit. The wages, hours and working conditions for substitutes shall be governed exclusively by this addendum.

2.0 DEFINITIONS

- 2.1 Regular Daily Substitute. A “Regular Daily Substitute” is defined as a person who is employed as a substitute for bargaining unit members for thirty (30) days or less in the current and/or preceding school year.
- 2.2 Senior Daily Substitute. A “Senior Daily Substitute” is defined as a person who is employed as a substitute for bargaining unit members for more than thirty (30) days in the current and/or preceding school year. Substitutes who are retired from public school employment shall also be considered “Senior Daily Substitutes.”

3.0 RATES OF PAY

- 3.1 A Regular Daily Substitute as defined in Section 2.1 shall be paid \$135 per full day and \$67.50 per half day.
- 3.2 A Senior Daily Substitute as defined in Section 2.2 shall be paid \$145 per full day and \$72.50 per half day. Substitutes who are retired from public school employment shall also be paid at the senior daily substitute rate.
- 3.3 Long Term Assignment: After twenty (20) consecutive days in the same assignment, the substitute shall be paid an additional \$20 per day in recognition of the duties described in Section 57.4. After forty-five (45) consecutive days in the same assignment, the substitute shall be paid at the BA+0/0 per diem rate for each work day including any non-student work days included within the assignment.
- 3.4 A substitute will be employed on a leave replacement contract with salary and TRI compensation based on the substitute employee’s credits and years of experience when the District expects the substitute to replace a regular employee in the same position for at least ninety (90) school days. The substitute employee on a leave replacement contract will be eligible for benefits when the substitute is replacing an employee on leave who is not eligible for benefits. Substitutes employed on a leave replacement contract shall be contracted for the FTE of the position they are filling.
- 3.5 Rates of pay for Mondays and Fridays shall be increased by an additional \$15 per day in recognition of the increased likelihood of a substitute shortage on these days of the week.

4.0 ASSOCIATION MEMBERSHIP

- 4.1 A substitute teacher shall have the right to Association membership by voluntarily signing a membership form with the Shoreline Education Association.

- 4.2 The District agrees to deduct authorized dues or representation fees established by the Association from the salary warrant of certificated employees.
- 4.3 Membership shall continue year to year under the provisions of Article 2 unless the substitute submits a written revocation to the Association between August 15 and September 30.
- 4.4 The Association agrees to indemnify and hold harmless the District from any and all liability resulting from the dues/representation fee payroll deduction system.
- 4.5 On or before the beginning of each school year, the Association shall give written notice to the District of the dollar amount of dues of the Association which is to be deducted in the coming school year under payroll deduction. The amount of this deduction shall not be subject to change during the school year. The District agrees to remit to the Association all monies so deducted, accompanied by a list of substitutes from whom the deductions have been made. A duplicate list shall be provided the Association. The Association agrees to reimburse the District those sums in excess of the total amount due, provided the Association actually received the excessive amount.

5.0 SUBSTITUTE TEACHER HANDBOOK

- 5.1 All substitutes shall be provided a copy of the Shoreline School District Substitute Handbook and Addendum to the Collective Bargaining Agreement with the Shoreline Education Association.

6.0 WORKDAY

- 6.1 Substitutes may be assigned for a half-day, defined as four (4) hours, or a full-day, defined as eight (8) hours. Full-day assignments include a thirty (30) minute, duty-free, uninterrupted lunch time. In the case of a substitute receiving additional compensation in a long-term assignment under Section 3.3, additional duties may be required beyond the workday.
- 6.2 Activities outside regular classroom work are the responsibility of all members of the faculty. Substitutes will be expected to perform all responsibilities that would have been expected of the regular employee during the normal workday of the position being filled. Such activities do not include extracurricular contract assignments.
- 6.3 A substitute who is erroneously called by the District and reports for duty as assigned may choose to remain at the building on an alternate assignment designated by a building administrator for one-half (1/2) day, providing he/she cannot be immediately reassigned by the Substitute Office, and shall be paid at the half-day rate.
- 6.4 Substitutes working in a long-term assignment as defined in Section 3.3 will be paid to work the non-student supplemental workdays falling within the long-term assignment.

7.0 TRAINING

- 7.1 The District shall provide at least one (1) substitute workshop per year of two hours duration to be held after school. Each substitute employee shall be paid \$30 to attend one of these workshops each year. Substitutes may attend other professional development offerings on a space available basis as determined by the District.

8.0 ASSIGNMENT AND INTERVIEW CONSIDERATIONS

- 8.1 Assignments. In assigning daily substitute jobs, the District will first consider requests by contracted teachers.
- 8.2 Interview Considerations. Substitute teachers who make application to the District and meet the qualifications for the position(s) may be considered for an interview. Substitutes seeking posted positions must complete a specific job application form available in the Human Resources Office.
- 8.3 Upon request, a substitute will be informed by the Building Administrator or the Director of Human Resources when an issue arises regarding job performance which may result in their exclusion from a classroom or building.

9.0 PERSONNEL FILES

- 9.1 The District shall maintain a single personnel file, which shall be kept in the Human Resources Office and shall be controlled by the Director of Human Resources.
- 9.2 The substitute shall have the right to examine his/her personnel file in the presence of the Director of Human Resources or his/her designee at a time and place mutually agreeable. Such review may be done in the company of a person of the substitute's own choosing.

10.0 DISCIPLINE OF STUDENTS

- 10.1 The District and substitute employees shall require acceptable behavior on the part of all students who attend school in the District. Such discipline shall be consistent with District and building-adopted student discipline policy.
- 10.2 The District shall support substitute employees in their efforts to maintain discipline.

11.0 INSURANCE

- 11.1 Each substitute who works seventy-two (72) or more days in the previous school year, or who works seventy-two (72) consecutive work days or more in the same assignment in the current school year, may choose to self-pay premiums in the District's group insurance plans (mandatory plans and optional medical insurance plans) for one school year.
- 11.2 Only those employees who are current and active substitutes on the District's substitute list, and who are members of the Shoreline Education Association as defined in Article 2 of this Addendum shall be eligible for the insurance benefits provided in this Section.
- 11.3 Payments for the insurance benefits provided in this Section shall be made by the fifteenth (15th) of the month prior to the first month of eligibility for coverage (September 15 for October coverage) and prior to the 15th of each subsequent month. It is the employee's responsibility to make timely premium payments. No billings or reminders will be sent to the employee. If payment is not made by the 15th in any month, the employee's option to self-pay the premiums at the District's group rates shall be revoked for the remainder of the year and insurance coverage will be continued only under COBRA rules.

12.0 NON-DISCRIMINATION

- 12.1 The District and the Association agree that non-discrimination pursuant to federal laws, State laws, and the Washington Administrative Code shall be maintained for all employees under this Agreement. Race, creed, color, religion, national origin, gender, marital status, age, sexual orientation or the presence of any sensory, mental, or physical disability shall not be the basis for discrimination.

13.0 GRIEVANCES

- 13.1 A substitute employee in a long-term assignment alleging a violation of this Addendum, or any substitute employee seeking reconsideration of his or her removal (for a reason other than inactivity) from the District's substitute list for all schools, may seek resolution of the issue through the process described in this section. Recognizing the tenuous nature of substitute employment, the parties shall seek to resolve the issue and/or advance the process described in this section as rapidly as possible. The time limitations set forth in this section may be waived only by mutual agreement between the District and the Association. Employees who participate as grievants, witnesses, or representatives of the Association or the District shall be guaranteed fairness and freedom from any retaliation by any of these parties.
- 13.2 Step I. The grievant and/or his or her designee(s) shall first present the grievance to the District's Human Resources administrator in writing within twenty (20) business days after the alleged grievance has occurred. Within five (5) business days of receipt of the written grievance, the Human Resources administrator shall meet with the grievant and the Association in an effort to resolve the grievance. The grievant and/or the administrator may each be represented by his or her designee(s). The grievant may choose to have an Association representative present. Every effort shall be made to resolve the grievance at this step in an informal manner. The designated administrator shall provide the grievant with a written answer within five (5) business days after the meeting. The answer shall include the reasons upon which the decision was based.
- 13.3 Step II. If the grievant does not accept the disposition of the grievance, or if no disposition has been made within five (5) business days of such meeting, the grievance may be transmitted by the grievant and the Association to the Superintendent or his/her designee(s) within five (5) business days. If the Superintendent has chosen a designee for the grievance, both the Superintendent and the designee shall receive copies of the grievance. The Superintendent or his/her designee(s) shall meet with the grievant and the Association within ten (10) business days of receiving notification of appeal, shall indicate the disposition of the grievance in writing within ten (10) business days of such meeting, and shall furnish a copy to the grievant. The decision of the Superintendent will be final.

14.0 SUBSTITUTE COUNSELOR COVERAGE

- 14.1 Substitutes for counselors will be provided using the following guidelines:
- a. During peak times, substitute coverage shall begin on the third (3rd) day of the absence.
 - b. During off-peak times, substitute coverage shall begin on the fifth (5th) day of the absence.
 - c. When the counselor(s) and administrator(s) at a site determine that counselor coverage is needed and what level of coverage is needed, the building administrator

will take the request to the designated District administrator for authorization to hire a substitute for that time.

14.2 For the purpose of this section peak times will be defined as:

- a. Registration;
- b. Beginning of school year;
- c. Beginning of semester (high school) or trimester (middle school);
- d. Immediately preceding and/or following extended holiday breaks and other extended breaks, e.g. winter break, mid-winter break, spring break;
- e. Other times determined by building counseling and administrative staff.

14.3 The Aesop system will not be used in requesting substitutes for secondary counselors. Given the need, especially at peak times, for specifically qualified staff to cover an absence, we agree to the following ranking (1 – best choice to 6 - adequate choice) of a secondary counselor substitute applicant pool.

- a. Recently retired certificated counselors;
- b. Certificated counselors currently employed in the district;
- c. Family Advocates or Prevention/Intervention Specialists currently employed in the building where the absence is occurring;
- d. District certificated teachers with counseling background and training;
- e. Emergency certificated counseling interns;
- f. Current counseling interns in the district.

14.3.1 The Counselors work group will determine the persons qualified to fill the above categories of substitute applicant pool, keep that list current, and determine who will communicate the information to Human Resources, building administrators and to counselors in the district. Substitutes must be approved through the normal District hiring process prior to any assignment.

14.3.2 Staff not covered by a collective bargaining agreement will receive their hourly rate of pay for substituting. Staff covered by a collective bargaining agreement shall be paid in accordance to their agreement.

14.3.3 Counselors may request clerical assistance rather than certificated coverage during their absence.

APPENDIX F – CASCADE K-8 COMMUNITY SCHOOL ADDENDUM

Cascade K-8 Community School (RNCS) is a K-8 multi-age, parent-involved, innovative school of choice serving students from all of the Shoreline School District. Regardless of the location of CK8, for the purposes of this bargaining agreement, it is regarded as an autonomous site with its own site-based decision making process, and its own separate budget allocations proportional to its student or teacher FTE. Because CK8 operates more similarly to an elementary model with teachers at all grades instructing in all subject areas with a core group of students, for the purposes of this bargaining agreement, CK8 will be regarded as follows:

1.0 PLANNING TIME

- 1.1 Planning time shall be allocated for all teachers at CK8 in the same amount as the elementary allocation model cited in 18.4.3 and 18.4.4 (not according to the middle school model cited in 18.4.2). Planning time will be provided through content area release time as mutually agreed by the District and the Association.

2.0 PROFESSIONAL DEVELOPMENT

- 2.1 The professional development allocation will be available to CK8 the same as for the rest of the District (as cited in 29.1)

3.0 CONFERENCE SCHEDULE

- 3.1 All of CK8 (including Kindergarten and grades 7 & 8) shall follow the conference schedule as described in 31.1, unless it places the District out of compliance with instructional minutes or creates additional transportation costs.

4.0 OVERLOAD

- 4.1 K-6 grade teachers at RNCS will be considered as part of the elementary portion of the workload compensation chart (32.2.2).
- 4.2 7th and 8th grade teachers will be considered to qualify for overload at a rate of 1/5 of the overall middle school loads (i.e. 30).

5.0 HIGH IMPACT/INCLUSION

- 5.1 High impact/inclusion money shall be allocated on a pro rata fashion using the elementary model for grades K-6 and the secondary model for grades 7 and 8, considering how the respective student populations at CK8 compare to the average size elementary in the district and the average size middle school in the district.

6.0 STUDENT STUDY TEAM

- 6.1 The SST allocation will be provided as a pro-rata portion as compared with the average sized elementary school (inclusive of 7th and 8th grade).

7.0 EXTENDED LEARNING OPPORTUNITIES AND LEADERSHIP

- 7.1 Extended Learning Opportunities and Leadership funds will be provided on a per FTE basis for all certificated staff at the site per the elementary formula in Section 58.6.1.
- 7.2 Teaching staff are expected to participate in overnight camps scheduled as part of the CK8 program offerings. Staff who cannot attend will work with the CK8 administrator to provide camp coverage, and will be required to work a regular schedule as directed by Human Resources. Leaves apply. For the 2013-2014 school year, teachers who attend camp will be compensated as they previously have been. Beginning with the 2014-2015 school year, compensation for camp will be in alignment with joint SEA/SSD committee recommendations.

8.0 SITE-BASED DECISION MAKING

- 8.1 A pro-rata allocation shall be made for site-based decision making (inclusive of CK8 7th and 8th grade) under Section 62.1 as compared with the average elementary school staff FTE.

9.0 LIBRARY RESOURCE CENTER

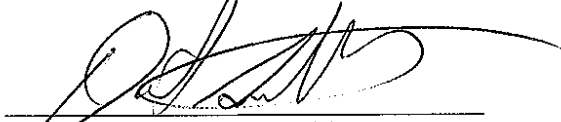

- 9.1 In lieu of the LRC stipend in Section 58.6.2 for CK8, the Meridian Park site shall receive the paraeducator staffing cited in 32.4 to benefit both schools.

10.0 STATUS OF ADDENDUM

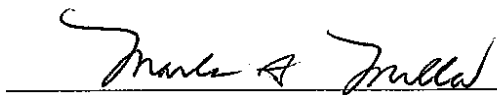
- 10.1 This Addendum is a supplement to the District/SEA Collective Bargaining Agreement. In cases where the Addendum covers the same item as or conflicts with language in the Collective Bargaining Agreement, the Addendum shall take precedence.

Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

SHORELINE EDUCATION ASSOCIATION


David Guthrie, SEA President
Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT #412


Rebecca Miner, Superintendent
Marla S. Miller, Deputy Superintendent

APPENDIX G – VEBA MEMORANDUM OF UNDERSTANDING

Shoreline School District ("Employer") has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's group medical plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by the Employer's group medical plan; and the **Post-separation HRA Plan** to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's group medical plan, and which shall provide benefits only after a participant separates from service or retires. Employer agrees to contribute to the Plans on behalf of all employees in the **Shoreline Education Association** ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

☐ **Mandatory Employee Contributions:** The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to \$<Amount>, which shall be contributed on a monthly basis, and each eligible employee's salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

☐ **Unused State Allocated Employee Benefit Dollars:** Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.

☐ **Vacation Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with vacation leave cash-out rights during the term of this agreement.

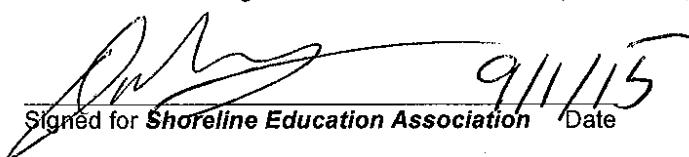
☐ **Personal Leave Contributions:** Eligibility for contributions is limited to employees who have accumulated <##> days of unused personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.

☒ **Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible⁽¹⁾) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

☒ **Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement.

NOTE: All leave cash out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

The term of this agreement shall be from September 1, 2015 to August 31, 2016⁽²⁾.


Signed for **Shoreline Education Association** Date 9/11/15


Signed for **Shoreline School District** Date 11/2/15

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan. ⁽²⁾ The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).

APPENDIX H - COVER PAGE FOR EVALUATION FORMS

For Section 26.0 - Evaluation (for ESAs and TOSAs)

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For Section 26.0 and Section 26a.0

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For Section 26a.0 - Evaluation of Classroom Teachers

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EVALUATION FORM FOR NON-CLASSROOM TEACHER SPECIALISTS
SHORELINE PUBLIC SCHOOLS

PERFORMANCE CYCLE OBSERVATION REPORT NON-CLASSROOM TEACHER

Employee _____ School/Building _____
Content/Topic Observed _____ Evaluator _____
Date(s) of observation _____

CRITERIA

- | | |
|---|--|
| ____ 1. Knowledge and Scholarship in Special Field
____ 2. Specialized Skill
____ 3. Commitment to Education as a Profession
____ 4. Effort Toward Improvement | ____ 5. Handling Student Discipline and Attendant Problems
____ 6. Interest in Teaching Pupils
____ 7. Knowledge of Subject Matter
____ 8. Communication/Interpersonal Relations Skills |
|---|--|

The items checked (✓) are areas of concern with respect to this specific observation/date/information.

SUMMARY STATEMENT:

AREA(S) OF FOCUS SELECTED BY TEACHER:
(optional to record)

Date

Date

Evaluator

Employee

NOTE: Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, the evaluation conference. Provide a copy of this report to the employee within ten (10) working days of an observation or a series of observations.

Copies – File, Evaluator, and Employee
Revised 10/15

EVALUATION FORM FOR CERTIFICATED SUPPORT SPECIALISTS (ESA)
SHORELINE PUBLIC SCHOOLS

PERFORMANCE CYCLE OBSERVATION REPORT- ESA

Use for: Counselor, Psychologist Speech/Language Pathologist, Audiologist, Occupational Therapist, Physical Therapist

Employee _____ School/Building _____

Content/Topic Observed _____ Evaluator _____

Date(s) of Observation _____

CRITERIA

- | | |
|---|---|
| <p>___ 1. Knowledge and Scholarship in Special Field</p> <p>___ 2. Specialized Skill</p> <p>___ 3. Management of Special and Technical Environment</p> <p>___ 4. Support Person as a Professional</p> | <p>___ 5. Involvement in Assisting Students, Parents, and Educational Personnel</p> <p>___ 6. Interpersonal Relations</p> <p>___ 7. Effort Toward Improvement When Needed</p> |
|---|---|

The items checked (✓) are areas of concern with respect to this specific observation/date/information.

SUMMARY STATEMENT:

AREA(S) OF FOCUS SELECTED BY ESA:
(optional to record)

Date

Date

Evaluator

Employee

NOTE: Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, the evaluation conference. Provide a copy of this report to the employee within ten (10) working days of an observation or a series of observations.

Copies – File, Evaluator, and Employee
Revised 10/15

**EXPANDED EVALUATION FORM FOR NON-CLASSROOM TEACHER SPECILISTS
SHORELINE PUBLIC SCHOOLS**

PERFORMANCE CYCLE OBSERVATION EXPANDED REPORT

Employee _____ School/Building _____

Content/Topic Observed _____ Evaluator _____

Date(s) of observation _____

<p>The items circled below are those items observed and referred to in the Summary Statement</p> <p>The items checked (✓) are areas of concern with respect to this specific observation/date/information.</p>
<p>CRITERION 1: INSTRUCTIONAL SKILL</p>
<p>1A. <u>Lesson Planning and Design</u></p> <p>The competent educator demonstrates instructional skills by:</p> <p>___ 1. Designing lessons with clear objectives, focusing on concepts, skills, and strategies using state and district standards.</p> <p>___ 2. Designing lessons that are consistent with district curricula, school improvement plans/building goals, and department agreements.</p> <p>___ 3. Designing lessons that incorporate current research and practices including:</p> <p style="padding-left: 20px;">a. differentiated instruction;</p> <p style="padding-left: 20px;">b. integration of diverse cultural resources.</p> <p>___ 4. Incorporating reflection and assessment results in order to improve and inform instruction</p> <p>1B. <u>Instructional Practices and Strategies</u></p> <p>The competent educator demonstrates instructional skills by:</p> <p>___ 1. Stating learning objectives and giving clearly understood directions</p> <p>___ 2. Using instructional strategies that meet objectives.</p> <p>___ 3. Meeting individual students' needs and learning styles using a wide variety of instructional practices and resources, including:</p> <p style="padding-left: 20px;">a. Flexible grouping;</p> <p style="padding-left: 20px;">b. Differentiation of instruction;</p> <p style="padding-left: 20px;">c. Modifications and accommodations;</p> <p>___ 4. Using a wide variety of strategies to engage students in learning, including:</p> <p style="padding-left: 20px;">a. linking previous knowledge and experience;</p> <p style="padding-left: 20px;">b. wait time;</p> <p style="padding-left: 20px;">c. appropriate pacing;</p> <p style="padding-left: 20px;">d. questioning strategies;</p> <p style="padding-left: 20px;">e. encouraging higher level thinking skills</p> <p>___ 5. Regularly using a variety of assessment tools to monitor and adjust student learning during instruction.</p> <p>___ 6. Providing feedback as students progress toward goals and encouraging students to reflect on their own progress.</p> <p>___ 7. Making full use of instructional time.</p> <p>1C. <u>Assessment</u></p> <p>The competent educator demonstrates instructional skills by:</p> <p>___ 1. Creating and utilizing multiple and appropriate assessment tools such as:</p> <p style="padding-left: 20px;">a. Rubrics;</p> <p style="padding-left: 20px;">b. Checklists;</p> <p style="padding-left: 20px;">c. Performance assessments;</p> <p style="padding-left: 20px;">d. Objective tests;</p> <p style="padding-left: 20px;">e. Portfolios;</p> <p style="padding-left: 20px;">f. Student self-reflections and critiques.</p> <p>___ 2. Aligning assessments with lesson objectives and state and district standards.</p> <p>___ 3. Communicating clear assessment criteria and standards to students and parents/guardians.</p> <p>1D. <u>Student Learning Opportunities</u></p>

EXPANDED EVALUATION FORM FOR NON-CLASSROOM TEACHER SPECILISTS SHORELINE PUBLIC SCHOOLS

<p>The competent educator provides the student with developmentally appropriate opportunities to demonstrate learning by: Articulating required learning targets.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Understanding the importance of their learning and why it is useful to them. <input type="checkbox"/> 2. Listening to all group members, learning to respect and value divergent ideas, and resolving differences through respectful means. <input type="checkbox"/> 3. Engaging in higher-level thinking skills and using a variety of strategies to analyze information and solve problems. <input type="checkbox"/> 4. Reflecting on their thinking/learning strategies and communicating what strategies worked well and what strategies did not. <input type="checkbox"/> 5. Explaining and applying relevant assessment criteria.
CRITERION 2: CLASSROOM MANAGEMENT
<p>The competent educator demonstrates effective classroom management skills by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Maintaining a record keeping system as required by law and District policy. <input type="checkbox"/> 2. Organizing and arranging the classroom to facilitate learning and minimize student disruption. <input type="checkbox"/> 3. Managing time effectively to maximize instructional time and learning. <input type="checkbox"/> 4. Establishing clear classroom procedures and expectations for students. <input type="checkbox"/> 5. Providing a classroom environment appropriate to different learning styles and abilities. <input type="checkbox"/> 6. Promoting and modeling appropriate interaction with respect to culture, gender, and individual differences. <input type="checkbox"/> 7. Providing smooth and efficient transitions between learning activities and environments. <input type="checkbox"/> 8. Fostering a healthy and safe classroom environment. <input type="checkbox"/> 9. Managing instructional resources, supplies, and equipment within the context of learning activities.
CRITERION 3: COMMITMENT TO EDUCATION AS A PROFESSION
<p>The competent educator demonstrates a commitment to education as a profession by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Exhibiting knowledge of the theory, principles, and methods of teaching. <input type="checkbox"/> 2. Actively participating in meetings, committees and/or other activities relevant to the professional assignment. <input type="checkbox"/> 3. Adhering to and enforcing school law, State regulations, board policy, and established administrative procedures. <input type="checkbox"/> 4. Adhering to school-wide agreements and expectations. <input type="checkbox"/> 5. Keeping current with professional practices. <input type="checkbox"/> 6. Sharing knowledge gained from the professional teaching community. <input type="checkbox"/> 7. Working collaboratively with team members.
CRITERION 4: EFFORT TOWARD IMPROVEMENT
<p>The competent educator demonstrates effort toward improvement by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Engaging in regular self-evaluation of professional performance to identify areas of success and growth. <input type="checkbox"/> 2. Systematically seeking and receiving feedback from a variety of sources. <input type="checkbox"/> 3. Exploring and learning new curriculum and instructional techniques.
CRITERION 5: THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS
<p>The competent educator encourages positive student behavior by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Supporting school and District discipline policies. <input type="checkbox"/> 2. Clearly defining and publishing classroom behavior expectations to students and parents/guardians. <input type="checkbox"/> 3. Communicating student discipline issues and behaviors needing improvement to students and parents/guardians. <input type="checkbox"/> 4. Showing awareness of student behavior in the classroom; responding to student behavior with feedback that is specific, consistent, respectful, and designed to be effective. <input type="checkbox"/> 5. Utilizing a variety of progressive interventions. <input type="checkbox"/> 6. Consulting and cooperating with parents/guardians, support staff, and administrators to develop and implement remediation plans for student behavior problems. <input type="checkbox"/> 7. Assisting students in developing habits of self-discipline to support learning; expecting students to accept responsibility for their behavior individually and as group members.

**EXPANDED EVALUATION FORM FOR NON-CLASSROOM TEACHER SPECILISTS
SHORELINE PUBLIC SCHOOLS**

CRITERION 6: INTEREST IN TEACHING STUDENTS

The competent educator demonstrates interest in teaching students by:

- ☐ 1. Providing assistance, encouragement, recognition, and specific feedback that promotes an equitable and inclusive learning environment.
- ☐ 2. Consistently using respectful language and behavior to promote a positive, safe, and supportive learning environment.
- ☐ 3. Listening to all students, valuing divergent ideas, and settling differences in a mutually respectful manner.
- ☐ 4. Using a variety of instructional and management techniques to establish and maintain student motivation and engagement.
- ☐ 5. Working to form effective partnerships with parents/guardians to support student learning.

CRITERION 7: KNOWLEDGE OF SUBJECT MATTER

The competent educator demonstrates knowledge of subject matter by:

- ☐ 1. Presenting accurate information in each content area of the professional assignment
- ☐ 2. Incorporating real world applications to make subject matter relevant.
- ☐ 3. Keeping current with developments in subject matter assignments.

CRITERION 8: COMMUNICATION/INTERPERSONAL RELATIONS SKILLS

The competent educator demonstrates effective communication and interpersonal skills by:

- ☐ 1. Interacting professionally and respectfully with colleagues, administrators, and parents/guardians.
- ☐ 2. Maintaining confidentiality concerning information about students and their families.
- ☐ 3. Communicating with parents/guardians regarding student progress.

SUMMARY STATEMENT:

AREA(S) OF FOCUS SELECTED BY TEACHER:
(optional to record)

Date

Date

Evaluator

Employee

NOTE: Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, the evaluation conference. Provide a copy of this report to the employee within ten (10) working days of an observation or a series of observations.

Copies – File, Evaluator, and Employee
Revised 10/15

PROFESSIONAL GROWTH CYCLE RECORD
SHORELINE PUBLIC SCHOOLS

Required to be filed in Human Resources for all teachers on PPG.

Employee: _____

Building/Department: _____

Evaluator: _____

Content Observed _____

REQUIRED			
Goal Setting Conference	<div style="border-bottom: 1px solid black; text-align: center;">Date</div>	<div style="border-bottom: 1px solid black; text-align: center;">Evaluator Initials</div>	<div style="border-bottom: 1px solid black; text-align: center;">Employee Initials</div>
Mid-year Conference	<div style="border-bottom: 1px solid black; text-align: center;">Date</div>	<div style="border-bottom: 1px solid black; text-align: center;">Evaluator Initials</div>	<div style="border-bottom: 1px solid black; text-align: center;">Employee Initials</div>
Year-end Conference	<div style="border-bottom: 1px solid black; text-align: center;">Date</div>	<div style="border-bottom: 1px solid black; text-align: center;">Evaluator Initials</div>	<div style="border-bottom: 1px solid black; text-align: center;">Employee Initials</div>

During the thirty (30) minute observation conducted pursuant to RCW 28A.405.100 and Chapter 392-192 WAC, the employee named above has demonstrated satisfactory performance.

Date	Date
Evaluator	Employee

Copies – File, Evaluator, and Employee
Revised 10/15



PROFESSIONAL GROWTH PLAN (PGP) TEMPLATE FOR CERTIFICATE RENEWAL

First Name:	Last Name:			
Certificate Number or Birthdate:				
Certificates Held: <small>(residency certificates do not need to be listed)</small> <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top; width: 33%;"> <input type="checkbox"/> Professional Teacher <input type="checkbox"/> Professional Principal <input type="checkbox"/> Professional Program Administrator <input type="checkbox"/> Professional School Counselor <input type="checkbox"/> Professional School Psychologist </td> <td style="vertical-align: top; width: 33%;"> <input type="checkbox"/> Continuing Teacher <input type="checkbox"/> Continuing Principal <input type="checkbox"/> Continuing Program Administrator <input type="checkbox"/> Continuing School Counselor <input type="checkbox"/> Continuing School Psychologist <input type="checkbox"/> Continuing Superintendent </td> <td style="vertical-align: top; width: 33%;"> <input type="checkbox"/> Initial Program Administrator <input type="checkbox"/> Initial School Counselor <input type="checkbox"/> Initial School Psychologist <input type="checkbox"/> Initial Superintendent <input type="checkbox"/> School Occupational Therapist <input type="checkbox"/> School Physical Therapist <input type="checkbox"/> School Nurse <input type="checkbox"/> School Speech-Language Pathologist <input type="checkbox"/> School Social Worker </td> </tr> </table>		<input type="checkbox"/> Professional Teacher <input type="checkbox"/> Professional Principal <input type="checkbox"/> Professional Program Administrator <input type="checkbox"/> Professional School Counselor <input type="checkbox"/> Professional School Psychologist	<input type="checkbox"/> Continuing Teacher <input type="checkbox"/> Continuing Principal <input type="checkbox"/> Continuing Program Administrator <input type="checkbox"/> Continuing School Counselor <input type="checkbox"/> Continuing School Psychologist <input type="checkbox"/> Continuing Superintendent	<input type="checkbox"/> Initial Program Administrator <input type="checkbox"/> Initial School Counselor <input type="checkbox"/> Initial School Psychologist <input type="checkbox"/> Initial Superintendent <input type="checkbox"/> School Occupational Therapist <input type="checkbox"/> School Physical Therapist <input type="checkbox"/> School Nurse <input type="checkbox"/> School Speech-Language Pathologist <input type="checkbox"/> School Social Worker
<input type="checkbox"/> Professional Teacher <input type="checkbox"/> Professional Principal <input type="checkbox"/> Professional Program Administrator <input type="checkbox"/> Professional School Counselor <input type="checkbox"/> Professional School Psychologist	<input type="checkbox"/> Continuing Teacher <input type="checkbox"/> Continuing Principal <input type="checkbox"/> Continuing Program Administrator <input type="checkbox"/> Continuing School Counselor <input type="checkbox"/> Continuing School Psychologist <input type="checkbox"/> Continuing Superintendent	<input type="checkbox"/> Initial Program Administrator <input type="checkbox"/> Initial School Counselor <input type="checkbox"/> Initial School Psychologist <input type="checkbox"/> Initial Superintendent <input type="checkbox"/> School Occupational Therapist <input type="checkbox"/> School Physical Therapist <input type="checkbox"/> School Nurse <input type="checkbox"/> School Speech-Language Pathologist <input type="checkbox"/> School Social Worker		
District/Agency:	Academic Year <small>(use 1 form each year):</small>			
Step 1 - Needs Assessment and Goal Selection				
Describe your selected professional growth areas of focus, as well as information from your self-assessments that supports your selections. If holding multiple certificates, please indicate the Role for the Goal aligned with the Standard and Criteria/Strand. Note that all elementary education, middle level math / science, and secondary math /sciences / technology and career and technical education teachers are required to include at least one goal with a specific focus on the integration of STEM instruction out of the four annual required PGPs. <i>(RCW 28A.410.2212, WAC 181-79A-251)</i>				
Professional Growth Goals Based on your self-assessment, identify areas of focus that will lead to your professional growth	Rationale What will you and/or your students be able to do as a result of your professional growth that you and/or they are not able to do now?			
Standards-based Benchmarks For initial, continuing, and professional level certificates, focus on the "career" level benchmarks listed at http://program.pesb.wa.gov/professional-growth-plan-pgp-t/career-level-standards-for-pgps				
Step 2 - Professional Growth Action Plan				
Activities What specific growth activities will you engage in to obtain the identified new learning? The activities should focus on both the content knowledge you acquire as well as the skills you develop.	Proposed Evidence Briefly describe the evidence that you will collect. Evidence may include areas beyond test scores such as attendance rates, discipline referrals, programs implemented, and other student or adult data.			

Step 3 - Evidence of Professional Growth Final Review	
Describe the evidence that you have collected. Provide evidence and documentation for the supervisor or certificated colleague to review.	
Step 4 - Reflection/Implications	
Describe your learning and outcomes from the PGP activities. Based on this learning, what are some next steps that might guide future professional growth?	
Step 5 - Review of PGP Completion (to be completed no later than June 30)	
I declare under penalty of perjury under the laws of the State of Washington that I have completed the professional growth plan and submitted evidence to that effect. The intentional misrepresentation of a material fact in this form subjects the certificate holder to revocation of his/her certificate pursuant to chapter 181-86 WAC.	
<div style="border-bottom: 1px solid black; width: 100%;"></div> Educator Signature (required)	<div style="border-bottom: 1px solid black; width: 100%;"></div> Print Name
Date: <div style="border-bottom: 1px solid black; width: 100%;"></div>	
I declare under penalty of perjury under the laws of the State of Washington that I have reviewed the professional growth plan and evidence to that effect. The intentional misrepresentation of a material fact in this form subjects the certificate holder to revocation of his/her certificate pursuant to chapter 181-86 WAC.	
<div style="border-bottom: 1px solid black; width: 100%;"></div> Supervisor/Colleague Signature	<div style="border-bottom: 1px solid black; width: 100%;"></div> Print Name
Date: <div style="border-bottom: 1px solid black; width: 100%;"></div>	

Shoreline School District – Voluntary Plan of Assistance

Teacher:

Administrator:

Building:

Date:

Areas of Focus for Plan Listed by Criterion/Component

Criterion	
Component	
Expected Indicators (what the observer expects to see):	Resources available:
•	•
Observation Notes	Date:
Observation Notes	Date:



Professional Growth Activities

After completing the self-assessment of Professional Practice (including student growth) teacher will answer the following questions. Due by September 30th.

These questions are accessed electronically through the eVAL system.

1. Based on your self assessment, which component of the Danielson Framework or which State Criterion would you prefer to select as your area of focus? Provide a brief rationale.
2. What professional growth activities might you participate in, that could support your area of focus this year?

Student Growth Goal Setting Form 3.1 (sub-group)

Shoreline School District 3.1 Goal Setting Form - Revised 9/14/15

Teacher Name:

Date:

Part 1: Goal Crafting/Development (Due November 1st)

3.1 SUB GROUP <i>Sub-group goal informed by group and classroom goals and data.</i>	Sub group of students:
STEP 1: Data Review & Focus	
Data/Context that prompted focus of the goal	
Learning Standard <i>To what standard(s) or significant learning in the content area does this goal relate? What do you want the students to know?</i>	
STEP 2: Identify Measures and Determine Timeframe	
Baseline Measures <i>What measure(s) will be used to determine baseline data in order to accurately assess learning?</i>	
Growth Measures <i>What measures will be used to demonstrate growth and learning?</i>	
Timeframe <i>When will success be measured? What is the instructional timeframe?</i>	
STEP 3: Establish Learning Targets <i>(Targets may be developed collaboratively with principal). Using data regarding students' starting points, identify the targets expected for "high" and "average" growth. Explain how these targets demonstrate ambitious, yet realistic goals.</i>	
High Growth Target <i>Evidence of high growth for all or nearly all students would be:</i>	
Average Growth Target <i>Clear evidence of growth for most students would be:</i>	
STEP 4: State the Goal	
Goal: <i>What is the final goal statement?</i>	

Student Growth Goal Setting Form 3.1 (sub-group)

Shoreline School District 3.1 Goal Setting Form - Revised 9/14/15

Principal Feedback:

Is this goal related to your PLC Goal? ☐ Yes ☐ No

If “yes” indicate the names of the team members also working on this goal:

If “no” explain:

Part 2: Implementation of Goal *(Questions to discuss at fall student growth conference)*

What instructional strategies could you use to enable all student to meet this standard?

What will you do to assist students who haven’t met standard?

Part 3: Looking at Formative Data *(Questions to discuss at Mid-year Progress Review)*

What does your formative data tell you about student progress toward goal?

What engagement strategies could you explore that could yield formative data?

Part 4: Goal Results *(Question to have data to support for your final student growth conference.)*

What do your multiple data points tell you about student growth for both your average and high growth targets?

Rubric language	Unsatisfactory	Basic	Proficient	Distinguished
SG 3.2	Growth or achievement data from at least two points in time shows <u>no evidence of growth for most students.</u>	Multiple sources of growth or achievement data from at least two points in time show <u>some evidence of growth for some students.</u>	Multiple sources of growth or achievement data from at least two points in time show <u>clear evidence of growth for most students.</u>	Multiple sources of growth or achievement data from at least two points in time show evidence of <u>high growth for all or nearly all students.</u>

Student Growth Goal Setting Form 3.1 (sub-group)

Shoreline School District 3.1 Goal Setting Form - Revised 9/14/15

Student Growth Scoring

Scores from 3.1, 3.2, 6.1, 6.2 and 8.1 are added together for a final student growth score.

If rubric scores produce a 'low' student growth score or any one of the five student growth components receive an unsatisfactory (1) rating, then a student growth inquiry is triggered as outlined below.

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

Student Growth Inquiry: Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

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

Student Growth Goal Notes/Feedback:

Student Growth Goal Setting Form 6.1 (whole-class)

Shoreline School District 6.1 Goal Setting Form - Revised 9/14/15

Teacher Name:

Date:

Part 1: Goal Crafting/Development (Due November 1st)

SG 6.1 WHOLE CLASS <i>Classroom goal informed by group goal and data.</i>	Identify class (if applicable):
STEP 1: Data Review & Focus	
Data/Context that prompted focus of the goal	
Learning Standard <i>To what standard(s) or significant learning in the content area does this goal relate? What do you want the students to know?</i>	
STEP 2: Identify Measures and Determine Timeframe	
Baseline Measures <i>What measure(s) will be used to determine baseline data in order to accurately assess learning?</i>	
Growth Measures <i>What measures will be used to demonstrate growth and learning?</i>	
Timeframe <i>When will success be measured? What is the instructional timeframe?</i>	
STEP 3: Establish Learning Targets <i>(Targets may be developed collaboratively with principal). Using data regarding students' starting points, identify the targets expected for "high" and "average" growth. Explain how these targets demonstrate ambitious, yet realistic goals.</i>	
High Growth Target <i>Evidence of high growth for all or nearly all students would be:</i>	
Average Growth Target <i>Clear evidence of growth for most students would be:</i>	
STEP 4: State the Goal	
Goal: <i>What is the final goal statement?</i>	

Student Growth Goal Setting Form 6.1 (whole-class)

Shoreline School District 6.1 Goal Setting Form - Revised 9/14/15

Principal Feedback:

Is this goal related to your PLC Goal? ☐ Yes ☐ No

If “yes” indicate the names of the team members also working on this goal:

If “no” explain:

Part 2: Implementation of Goal *(Questions to discuss at fall student growth conference)*

What instructional strategies could you use to enable all student to meet this standard?

What will you do to assist students who haven’t met standard?

Part 3: Looking at Formative Data *(Questions to discuss at Mid-year Progress Review)*

What does your formative data tell you about student progress toward goal?

What engagement strategies could you explore that could yield formative data?

Part 4: Goal Results *(Question to have data to support for your final student growth conference.)*

What do your multiple data points tell you about student growth for both your average and high growth targets?

Rubric language	Unsatisfactory	Basic	Proficient	Distinguished
SG 6.2	Growth or achievement data from at least two points in time shows <u>no evidence of growth for most students.</u>	Multiple sources of growth or achievement data from at least two points in time show <u>some evidence of growth for some students.</u>	Multiple sources of growth or achievement data from at least two points in time show <u>clear evidence of growth for most students.</u>	Multiple sources of growth or achievement data from at least two points in time show evidence of <u>high growth for all or nearly all students.</u>

Student Growth Goal Setting Form 6.1 (whole-class)

Shoreline School District 6.1 Goal Setting Form - Revised 9/14/15

Student Growth Scoring

Scores from 3.1, 3.2, 6.1, 6.2 and 8.1 are added together for a final student growth score.

If rubric scores produce a 'low' student growth score or any one of the five student growth components receive an unsatisfactory (1) rating, then a student growth inquiry is triggered as outlined below.

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

Student Growth Inquiry: Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

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

Student Growth Goal Notes/Feedback:

Student Growth Goal Setting Form 8.1 (team goal)

Shoreline School District 8.1 Goal Setting Form - Revised 9/16/15

Teacher Name:

Date:

Part 1: Goal Crafting/Development (Due November 1st)

STEP 1: Data Review & Focus	
Data/Context that prompted the focus for the goal	
Learning Standard (To what standard(s) or significant learning in the content area does this goal relate? What do you want the students to know?)	
STEP 2: Identify Measures and Determine Timeframe	
Baseline Measures (What measure(s) will be used to determine baseline data in order to accurately assess learning?)	
Growth Measures (What measures will be used to demonstrate growth and learning?)	
Timeframe (When will success be measured? What is the instructional timeframe?)	
STEP 3: Establish Learning Targets	
<i>(Targets may be developed collaboratively with principal). Using data regarding students' starting points, identify the targets expected for "high" and "average" growth. Explain how these targets demonstrate ambitious, yet realistic goals.</i>	
High Growth Target Evidence of high growth for all or nearly all students would be:	
Average Growth Target Clear evidence of growth for most students would be:	
STEP 4: State the Goal	
Goal: (What is the final goal statement?)	

Student Growth Goal Setting Form 8.1 (team goal)

Shoreline School District 8.1 Goal Setting Form - Revised 9/16/15

Principal Feedback:

Is this goal related to your PLC Goal? ☐ Yes ☐ No

If “yes” indicate the names of the team members also working on this goal:

If “no” explain:

Part 2: Implementation of Goal *(Questions to discuss at student growth conference)*

What instructional strategies could you use to enable all student to meet this standard?

What will you do to assist students who haven’t met standard?

Part 3: Looking at Formative Data *(Questions to discuss at Mid-year Progress Review)*

What does your formative data tell you about student progress toward goal?

What engagement strategies could you explore that could yield formative data?

Part 4: Goal Results *(Question for your Team/PLC to consider when setting next goals or making instructional decisions .)* **Team goal results are not applicable for evaluation scoring for Criterion 8. Use the question and rubric below to set growth targets and determine next steps for your team.**

What do your multiple data points tell you about student growth for both your average and high growth targets?

Rubric language	Unsatisfactory	Basic	Proficient	Distinguished
SG 3.2 & 6.2	Growth or achievement data from at least two points in time shows <u>no evidence of growth for most students.</u>	Multiple sources of growth or achievement data from at least two points in time show <u>some evidence of growth for some students.</u>	Multiple sources of growth or achievement data from at least two points in time show <u>clear evidence of growth for most students.</u>	Multiple sources of growth or achievement data from at least two points in time show <u>evidence of high growth for all or nearly all students.</u>

Student Growth Goal Notes/Feedback:



PRE-OBSERVATION CONFERENCE QUESTIONS

The answers to these questions serve as evidence for Domain 1: Planning & Preparation. Refer to Enhancing Professional Practice (EPP) and the rubrics in "2013 Evaluation Instrument" when answering questions.

Teacher _____ Date _____

1. To which part of your curriculum does this lesson relate? (SC4-1a, EPP pg. 44-45)

2. How does this learning "fit" in the sequence of learning for this class? (SC4-1a & 1e, EPP 44-45 & 55-59)

3. Briefly describe the students in this class, including those with special needs. (SC3-1b, EPP 46-49)

4. What are your learning outcomes for this lesson? What do you want the students to understand? (SC4-1c, EPP 51-53)

5. How will you engage the students in the learning? What will you do? What will the students do? (SC4-1e, EPP 55-59)

6. Will the students work individually or as a large group? Provide any worksheets or other materials the students will be using. (SC4-1e, EPP 55-59)

7. How will you differentiate instruction for different individuals or groups of students in the class? (SC4-1e, EPP 55-59)

8. What instructional materials or other resources, if any, will you use? (SC4-1d, EPP 53-55)

9. How and when will you know the students have learned what you intend? (SC6-1f, EPP, 59-62)

10. Is there anything that you would like me to specifically observe during the lesson?

POST OBSERVATION CONFERENCE QUESTIONS

The answers to these questions serve as evidence for component 4a: Reflecting on Teaching. Refer to Enhancing Professional Practice and the rubrics in “2013 Evaluation Instrument” when answering questions.



Teacher _____

Date _____

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?
2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?
3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?
4. Did you depart from your plan? If so, how and why?
5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?
6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?

APPENDIX I - ELEMENTARY STAFFING AGREEMENTS

MEMORANDUM OF UNDERSTANDING

The following procedural issues regarding student assignments, class configurations, staffing assignments, and determining elementary classroom overload relief for certificated staff are agreed to between the Shoreline Education Association (SEA) and the Shoreline School District for the duration of the current collective bargaining agreement. Disagreements with respect to the implementation and/or interpretation of this Memorandum will be resolved by SEA Summit participants. The Shoreline School District will:

1. Communicate to students, families, and staff members no later than June 1, each school year the expectations regarding classroom configurations for the following school year;
2. Communicate clearly to students, staff and families that initial notice of class placement is tentative and student reassignments might be required after school has started in September;
3. In Spring, determine the number of classes per grade level based upon enrollment and staffing to assess potential overload situations and determine whether or not "split level" classes will be needed to balance out class sizes;
4. Communicate with staff as early as possible (Spring preferred) with respect to the need for "split level" classes;
5. The District shall continue to comply with the processes developed in June 2008 for student placement and parameters regarding assignment of classroom support for teachers

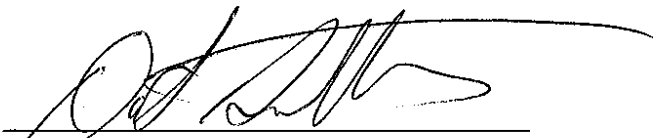

When additional certificated allocations are employed under Section 32.2.6 to address class sizes over contractual trigger numbers, the District will:

1. Support the staff members' preference for how to use additional certificated allocations to best serve students and support instruction in each classroom and at each grade level, including supporting use of grade level additional certificated support staff as per the Elementary Grade Level Support Plan (see below);
2. Make a concerted attempt to assist principals in hiring additional certificated support staff for the schedule desired by the classroom teacher(s);
3. Post for available additional certificated support staff positions at least two weeks prior to the start of school in September and begin the hiring process immediately after the September count date (4th days of school);
4. When possible, allow additional certificated support staff to begin the school year working with the grade level colleagues for the purposes of team planning and preparation;

5. When possible, work with principals to find consistently available spaces in their schools so that teachers can use their additional certificated support staff to make smaller groups, if they so choose;
6. Support equity in class-size and workload at each elementary grade level in a building within available resources and work with building principals to keep class sizes balanced, if additional certificated staff support is used to address grade level rather than an individual class;
7. Coordinate with principals and staff members to provide stability in staffing and support for students throughout the school year. Movement of students and additional certificated support staff will be minimized except for legitimate educational or organizational needs unrelated to student counts;
8. Attempt to notify teachers at least two weeks before each overload count date of their anticipated level of additional certificated support staff on that date, based on the previous month's count data;
9. Maintain allocated additional certificated support staff in their positions until the next count date, even if the classroom/grade level drops below the overload threshold;
10. Ensure that if one classroom at a grade level is overloaded, but the grade level as a whole is not, that the teacher of the overloaded classroom is provided support as required in Section 32.2 of the SEA/District Contract;
11. Ensure that substitute coverage for the additional certificated support staff that is not yet hired be consistently provided as of October 1.


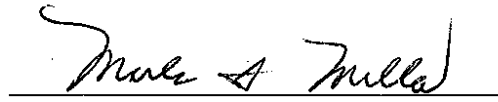
Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

SHORELINE EDUCATION ASSOCIATION:


David Guthrie, SEA President
Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT

#412:


Rebecca Miner, Superintendent
Marla S. Miller, Deputy Superintendent

APPENDIX J - ONLINE GRADING AGREEMENT

MEMORANDUM OF UNDERSTANDING

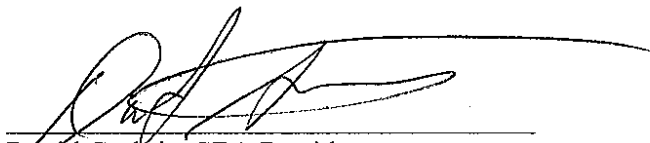
The Easy Grade Pro software program shall be the uniform, mandated grading system used by all secondary teachers as per Section 63.2 of the Collective Bargaining Agreement, until the parties investigate and choose an alternative electronic grading system.

Beginning in the 2015-16 school year, the District shall continue to engage representative teachers in a process similar to a curriculum adoption to review available electronic grading systems and recommend alternatives for the immediate future for both secondary and elementary classes.

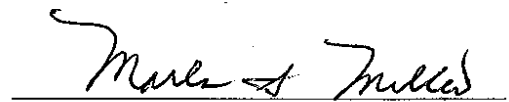
The District and Association will continue the effort to identify potentially acceptable grading software or learning management systems to replace Easy Grade Pro, with the goal of piloting those systems in the second semester of the 2015-2016 school year. The review committee will use the data from the pilot to determine which software will be recommended for adoption by the District, for implementation in the 2016-2017 school year.

Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

SHORELINE EDUCATION ASSOCIATION:


David Guthrie, SEA President
Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT
#412:


Rebecca Miner, Superintendent
Marla S. Miller, Deputy Superintendent

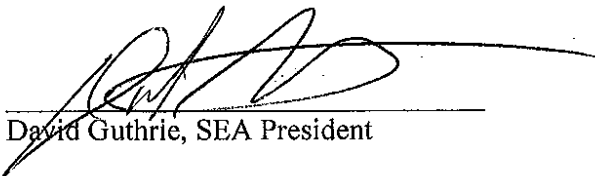
APPENDIX K - ADDITIONAL TIME FOR COLLEGIAL WORK

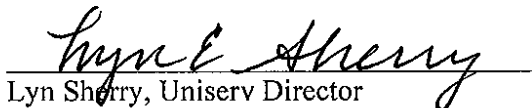
MEMORANDUM OF UNDERSTANDING

For the 2015-2016, 2016-2017 and 2017-2018 school years, the District shall offer each employee eight (8) hours of optional additional paid time for collegial work. This time shall be paid at the per diem rate of pay and pro-rated by FTE. The funds to support this time shall be reserved by the District in its general fund budget to support collegial work for the two years of this agreement. The use and scheduling of this time shall be within the discretion of the collegial teams, as long as the time is used to: (a) focus on learning; (b) develop result-oriented team goals; (c) incorporate the regular collection and analysis of performance data into their work; or (d) develop and implement interventions to support student learning. Plans for the use of this collegial time shall be shared with the building administrators. Each employee shall document the hours on a single timesheet returned to the District prior to June 30.

Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

SHORELINE EDUCATION ASSOCIATION:

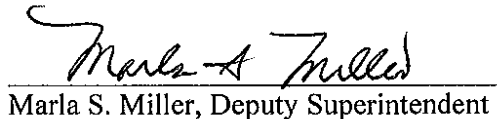

David Guthrie, SEA President


Lyn Sherry, Uniserv Director

SHORELINE SCHOOL DISTRICT

#412:


Rebecca Miner, Superintendent


Marla S. Miller, Deputy Superintendent

APPENDIX L – COMMITMENT TO COLLABORATION

MEMORANDUM OF UNDERSTANDING

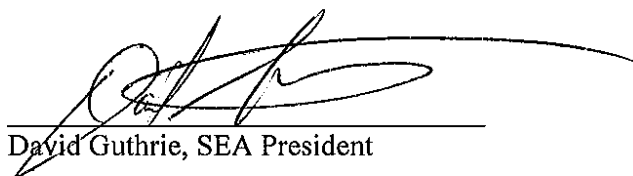
The District and Association bargaining teams are committed to meeting throughout the school year to:

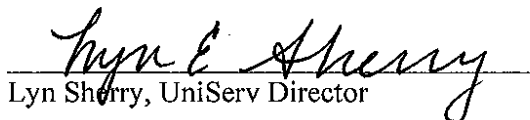
- a. address common concerns and mutual interests outside the traditional bargaining cycle;
- b. engage more people with broader perspectives in ongoing problem-solving;
- c. develop flexible, creative solutions; and
- d. cultivate a culture of collaboration and trust.

The Labor-Management team shall set the agenda and schedule for the bargaining teams. The teams shall bargain new or amended contract language on issues only when there is mutual agreement to do so, and shall document such agreements in memoranda of understanding that extend no longer than the duration of the collective bargaining agreement. The teams may use subcommittees as needed, including for the drafting of contract language or studying of issues. The teams shall identify and engage in training in collaborative problem-solving.

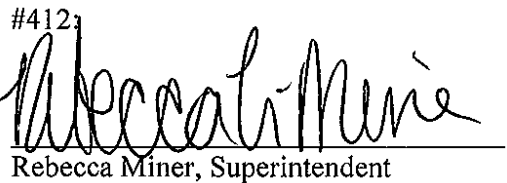
Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

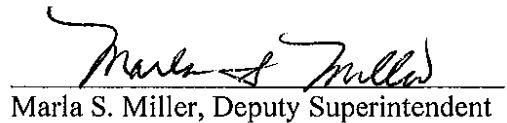
SHORELINE EDUCATION ASSOCIATION:


David Guthrie, SEA President


Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT

#412;

Rebecca Miner, Superintendent


Maria S. Miller, Deputy Superintendent

APPENDIX M - CLASSROOM TEACHER EVALUATION SYSTEM

LETTER OF AGREEMENT

The Shoreline School District and the Shoreline Education Association agree to continue the transition to the new classroom teacher evaluation system with the following plan, professional development and implementation support for teachers who were employed in Shoreline School District prior to the 2013-2014 school year. Beginning with the 2013-2014 school year, all teachers new to Shoreline School District are evaluated using the new classroom teacher evaluation system.

1. Transition Plan

Classroom teachers, as defined in Section 26a.3 of the current collective bargaining agreement, shall continue to be transitioned into the new classroom teacher evaluation system referenced in RCW 28A.405.100 in the 2015-2016 and 2016-2017 school years. For the purposes of transition, approximately 25% of these teachers shall participate in a comprehensive evaluation in each of the next two years (the 2015-16 and 2016-17 school years). The remainder of the classroom teachers shall participate in a focused evaluation.

- a. The first group (Cohort A) consisted of the teachers who participated in the 2012-13 pilot evaluation. These teachers shall participate in a comprehensive evaluation no later than the 2016-17 school year.
- b. The second group (Cohort B) participated in a comprehensive evaluation in 2013-14 and included: (i) those teachers who were provisional or in a probationary status; (ii) teachers who would have been in their 3rd year of the PPG cycle in 2012-13 (scheduled to roll off in 2013-14); (iii) additional teachers who volunteer or are selected by the principal.
- c. The third group (Cohort C) participated in a comprehensive evaluation in 2014-15 and included: (i) those teachers who were provisional or in a probationary status; (ii) teachers who would have been in their 2nd year of the PPG cycle in 2012-13 (scheduled to roll off in 2014-15); (iii) additional teachers who volunteer or are selected by the principal.
- d. The fourth group (Cohort D) will participate in a comprehensive evaluation in 2015-16 and will include: (i) those teachers who are provisional or in a probationary status; (ii) any classroom teacher who has not yet participated in a comprehensive evaluation; (iii) additional teachers who volunteer or are selected by the principal.

For the 2013-14 and 2014-15 school years, teachers participating in the focused evaluation system will focus on Criterion 8. Beginning in the 2015-16 school year, teachers participating in the focused evaluation system may choose to focus on any of the eight criteria.

2. Professional Development

The District shall provide at least the following professional development to support the implementation of the new classroom teacher evaluation system:

- a. One day of evaluation training needed for all classroom teachers (focused and comprehensive) as referenced in Section 17.1 of the current collective bargaining agreement
- b. At least 8 hours of additional evaluation training provided through pull-out or District-directed time for those participating in a comprehensive evaluation in 2015-16 and at least 8 hours of additional evaluation training provided through pull-out or District-directed time for those participating in a comprehensive evaluation in 2016-17.
- c. Opportunity to use the collegial time scheduled into the work year calendar and provided through an additional 8 hours as described in Appendix K.

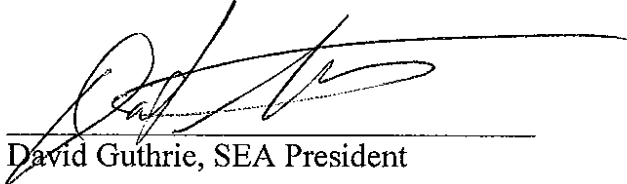
3. Implementation Support

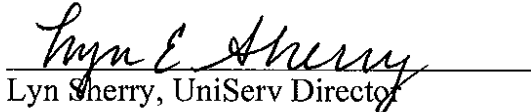
- a. The District shall provide evaluation implementation support through building-level teacher leaders for 2015-2016 and 2016-2017. The District will, in consultation with the Association, develop a job description for this assignment consistent with these expectations:
 - i. Assist in delivery of in-building professional development;
 - ii. Serve as liaison to principals, instructional team leaders, District Director, SEA leadership;
 - iii. Initiate conversations with staff to offer communication and resources, and be available for a minimum amount or period of time;
 - iv. Provide tech assistance with eVAL (also a priority for tech specialists)
 - v. Coach colleagues;
 - vi. Assist with the goal writing process;
 - vii. Help with the design of data collection to support the goal; and
 - viii. Be willing to help people in other buildings on occasion;
- b. Through the 2016-17 school year the District shall fund one \$500 stipend for Cascade K-8; two teacher leader stipends of \$2,500 at each high school; one teacher leader stipend of \$2,500 at each middle school; one

teacher leader stipend of \$2,500 at each elementary school; and one \$300 stipend for Early Childhood Education (ECE).

Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

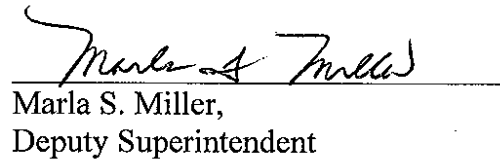
SHORELINE EDUCATION ASSOCIATION:


David Guthrie, SEA President


Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT
#412:


Rebecca Miner, Superintendent


Marla S. Miller,
Deputy Superintendent

APPENDIX N – CAREER AND TECHNICAL EDUCATION

MEMORANDUM OF UNDERSTANDING

For the 2015-2016, 2016-2017 and 2017-2018 school years, Career and Technical Education (CTE) teachers shall be compensated with a supplemental contract for the additional responsibilities required of CTE teachers by OSPI for the program to maintain CTE funding.

The amount and type of these responsibilities frequently change, any may include such duties and activities as:

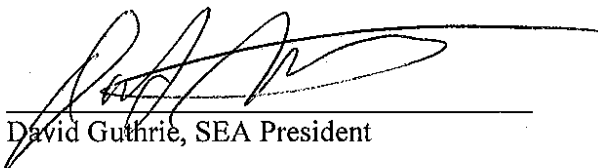
- advisory committee meetings;
- student leadership components;
- program maintenance and staff meetings; and,
- completion of OSPI-required reports.

For the 2015-2016, 2016-2017 and 2017-2018 school years, supplemental contracts will be offered on a pro-rata basis, based on a formula of 40 hours of additional work per FTE. Additional compensation may be offered for state and national competitions, or for special CTE projects. Within the first thirty (30) days of each school year, the District will reports to the Association the supplemental contracts offered to CTE employees for that year, including the hours and additional responsibilities required of the position for that year. Once assigned and finalized, the contract will be paid at the instructional rate, over the remaining months of the year.

The parties agree to revisit the issue of CTE supplemental contract no later than June 1 of each year, beginning in the 2012-13 school year.

Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

SHORELINE EDUCATION ASSOCIATION:

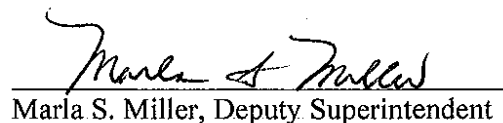

David Guthrie, SEA President


Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT

#412:


Rebecca Miner, Superintendent


Marla S. Miller, Deputy Superintendent

APPENDIX O – COUNSELORS

MEMORANDUM OF UNDERSTANDING


SEA and the District agree to allocate 300 hours of time at each high school, 100 hours of time at each middle school and 40 hours of time at each elementary school and Cascade K-8 for counselors to perform work outside of the regular work day, beyond the scope of responsibilities of regular certificated employees, beyond the scope of TRI pay, and exclusive of activities for which a counselor might receive activity/leadership pay.

1. Shoreline School District High Schools and Middle Schools will develop a plan for the use of the pool of hours negotiated in Section 56.3.3. Counselors, building administrators, and the Director of Student Services shall all have input into the plan. At a minimum, each plan will include, but may not be limited to:
 - a. Established common events for the high schools and middle schools
 - b. Events associated with the comprehensive guidance plan
2. At a minimum, each counseling staff and the administration in each building will have an annual conversation to design the building plan and determine division of the stipend, including tentative calendar and activities to be included in the plan.
3. As counselors and administrators in each building implement the building plan and determine division of the stipend, they will consider:
 - a. Complex student issues
 - b. Caseload
 - c. Unanticipated events
 - d. Community needs
4. Timeline to develop the building plan and determine eligible activities for stipend payment:
 - a. Prior to first day of school: Finalize plan for upcoming year
 - i. Finalize common secondary activities
 - ii. Determine building level activities and needs
 - b. Administrators will submit each building plan no later than October 1st, for payment of stipend beginning in the October warrant.
 - c. Spring conversation: no later than June 1
 - i. Reflect on current year's plan and incorporate lessons learned
 - ii. Equitability of the plan
 - iii. Set calendar for upcoming year
5. Allocation and payment of stipends:
 - a. The allocation and rate of pay described in Section 56.2.3 will remain as negotiated, i.e., 300 hours/HS, 100 hours/MS, and 40 hours/EL&CK-8 paid at the certificated hourly rate.
 - b. Payment will be in the form of a stipend, with no timesheets required.
 - i. Stipends may be different for each counselor, depending on the plan and duties assigned and accepted.
 - ii. Pro-rata allocation of stipends by FTE is not assumed.
 - c. Allocation of stipends:

- i. Stipends will be allocated at each building, based on assignment of duties described in the building plan.
 - ii. Each stipend will be calculated and allocated by dollar amount, not hours.
 - d. Payment will be made as described in 58.5.1, with stipends of \$600 or less paid in a lump sum, and stipends greater than \$600 paid in equal installments over the remaining months of the contract year, once the building plan has been submitted. (Refer to 58.5.1 for specific timelines)
 - e. As described in Section 62.3, in the event that the process above does not produce a decision regarding allocation and payment of stipends, the final determination will be made by the building administration.
6. The parties agree that prior to negotiation of a successor agreement, the bargaining teams will review the effectiveness of this MOU.


Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

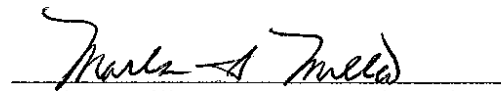
SHORELINE EDUCATION ASSOCIATION:


David Guthrie, SEA President


Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT #412:


Rebecca Miner, Superintendent


Marla S. Miller, Deputy Superintendent

APPENDIX P – PROFESSIONAL LEARNING COMMUNITIES


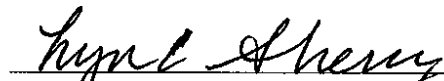
LETTER OF AGREEMENT

1. A Professional Learning Community (PLC) is a group of non-supervisory certificated staff who work collaboratively in recurring cycles of collective inquiry to increase student learning through goal setting, data analysis, and planning of instruction and intervention. A well-functioning PLC supports teacher morale and relevant adult learning. PLC's are one way to achieve student growth and adult learning, but are not the only vehicle for such growth.
2. Using the Dufour model for PLCs, four primary questions drive the work of PLCs:
 - a. What is it we expect our students to learn?
 - b. How will we know when they have learned it?
 - c. How will we respond when some students do not learn?
 - d. How will we respond when some students already know it?
3. In a PLC, a cycle includes gathering evidence of current levels of student learning; developing strategies and ideas to build on strengths and address areas of growth in that learning; implementing those strategies and ideas; analyzing the impact of the changes to discover what was effective and what was not; and, applying the new knowledge in the next cycle of continuous improvement.
4. PLCs work best and are expected to operate in the Shoreline School District under the following conditions:
 - a. PLCs are established on a foundation of common understanding around the purpose and function of the PLC as described in numbers 1, 2 and 3, above;
 - b. The work of goal setting, data analysis, and planning of instruction and intervention is teacher-driven;
 - c. The PLC is an authentic, natural team, selected by mutual agreement of the administration and those participating in the particular PLC;
 - d. Specialists and non-classroom-based certificated staff participate in PLC work that is relevant to their position and contributes to their success with students;
 - e. The work authentically supports student and adult learning;
 - f. The work naturally compliments the goal setting teachers do to support their performance evaluations;
 - g. The PLC participants determine the goal(s) and number of cycles for their PLC;
 - h. The work is longitudinal with the capacity to use information over multiple years and across grade levels;
 - i. A PLC meeting schedule is established at the beginning of the school year to facilitate the attendance of all members of the PLC;
 - j. Principals facilitate the articulation of school priorities for areas of growth of need, to actively support the development of the PLC goals;

- k. PLCs share progress and artifacts of their work with the principal and colleagues to support a culture of learning and so that they can be a resource to the PLC group;
 - l. PLCs are provided dedicated, recurring and sufficient time for meeting, and the meeting location is determined by the PLC group, so long as it takes place on campus or at a mutually agreed work site.
5. As the District and Association study alternative school calendar models, finding time for regular recurring PLC meetings will be a priority.

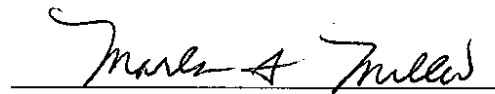
Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

SHORELINE EDUCATION
ASSOCIATION:


David Guthrie, SEA President
Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT

#4121


Rebecca Miner, Superintendent
Marla S. Miller,
Deputy Superintendent

APPENDIX Q – PARTIAL RELEASE DESIGN COMMITTEE

LETTER OF AGREEMENT

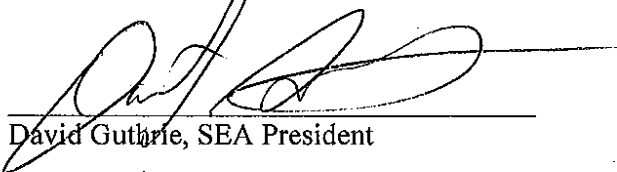
The District and Association agree to appoint a Partial Release Design Committee in the 2015-2016 school year to research the logistics and implications of a regularly scheduled partial release day model, in lieu of a current waiver of five (5) instructional days.

1. The committee shall consist of a minimum of six (6) SEA members appointed by the Association, and six (6) participants appointed by the District. Additional committee members may be appointed by mutual agreement. The committee will be co-facilitated by an Association and District participant.
2. The Design Committee will be expected to review the implications of an early release model on:
 - a. Professional Development
 - b. Collegial Work
 - c. Individual professional activities
 - d. Instructional Time
 - e. Other impacts, as determined by the committee
3. The committee shall consider design details including, but not limited to, length of release time, timing within the week and use of the partial release.
4. Committee members shall be expected to understand and represent the interests of classroom teachers and administrators in various subjects, grade levels, and school buildings. The committee members shall also be expected to communicate their work to that broader audience, and gather input from that audience.
5. No later than January 15, 2016, the committee will submit a recommendation for the design of a regularly scheduled partial release model to the Association and District bargaining teams in time to allow for implementation in the 2016-2017 school year. Both parties agree SEA member input and community input will be solicited prior to submittal of a final recommendation, and both Parties acknowledge Board approval is required to implement a regularly schedule partial release model.

Ratified September 3, 2015 by the Shoreline Education Association

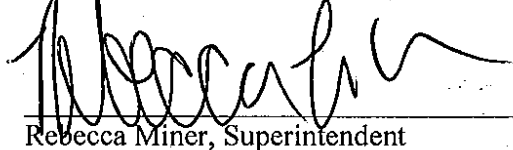
Approved September 14, 2015 by the Shoreline Board of Directors

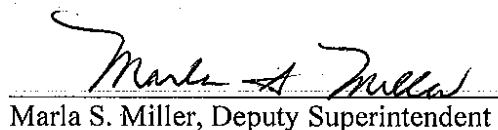
SHORELINE EDUCATION ASSOCIATION:


David Guthrie, SEA President


Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT #412:


Rebecca Miner, Superintendent


Marla S. Miller, Deputy Superintendent

APPENDIX R – BUILDING-BASED INSTRUCTIONAL COACHING MODEL

MEMORANDUM OF UNDERSTANDING

Whereas the Shoreline School District and the Shoreline Education Association have agreed to implement a new component of Shoreline's professional development program, comprised of Building-Based Instructional Coaches:

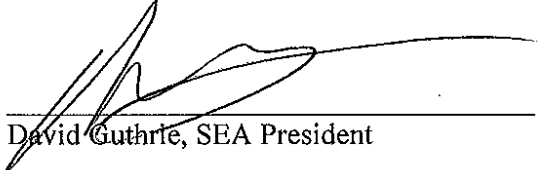
Whereas the Building-Based Instructional Coaching model is described in the SEA Collective Bargaining Agreement, Section 29.7;

The parties agree the new Building-Based Instructional Coaching model will require the following planning and support prior to implementation:

1. Prior to December 1, 2015, the Shoreline School District and Shoreline Education Association shall jointly develop a job description and qualifications for the Building-Based Instructional Coach position, taking into account input from TOSA's, classroom teachers, building and district administrators.
2. During the school year prior to implementation, building staff will be provided with an explanation of the new Building-Based Instructional Coach model, and training in the appropriate use of the new resource, to begin the subsequent school year.

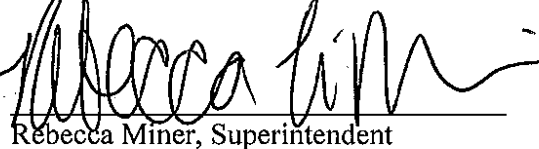
Ratified September 3, 2015 by the Shoreline Education Association
Approved September 14, 2015 by the Shoreline Board of Directors

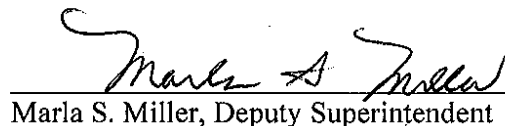
SHORELINE EDUCATION ASSOCIATION:


David Guthrie, SEA President


Lyn Sherry, UniServ Director

SHORELINE SCHOOL DISTRICT #412:


Rebecca Miner, Superintendent


Marla S. Miller, Deputy Superintendent

APPENDIX S – HOW TO SCORE YOUR EVALUATION: VIDEO LINK

This video describes how to pull your score alignment report in eVAL and use scores to date to determine component and criterion level scores for your evaluation.

<https://www.educreations.com/lesson/view/how-to-score-your-evaluation/30966346/?s=0KtNz6>

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